



AGENDA
Planning & Zoning Commission

Monday, February 2, 2026 @ 6:30 PM

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

The Planning & Zoning Commission of the City of Anna will meet on Monday, February 2, 2026 at 6:30 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

If you wish to speak on an Open Session Agenda Item, please fill out the Speaker Registration Form and turn it in to city staff before the meeting starts.

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
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, with liberty 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:** At this time, any person may address the Planning & Zoning Commission regarding an item on this meeting Agenda that is not scheduled for public hearing. Also, at this time, any person may address the Commission regarding an item that is not on this meeting Agenda. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this Agenda, other than to make statements of specific factual information in response to a neighbor's inquiry or to recite existing policy in response to the inquiry.
4. **Director's Report.**
5. **Overall Location Map.**
6. **Consent Items.**
 - a. Approve minutes of the January 6, 2026, Planning & Zoning Commission Meeting
 - b. Approve BG Downtown Anna, Block A, Lot 1, Final Plat (FP 26-0001)
 - c. Approve The Landing at Lindsey Lane, Preliminary Plat (PP 26-0001)
7. **Items For Individual Consideration and Public Hearings.**

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

- a. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to a request for a Specific Use Permit for daycare/school on 2.4± acres located on the west side of Leonard Avenue, 805± feet north of E. Foster Crossing Road. (SUP 26-0001)
 - b. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to establish Planned Development zoning for 29.8± acres located on the north side of W. White Street (F.M. 455), 2,670± feet west of Standridge Boulevard in accordance with an approved Development Agreement (Res. No. 2025-08-1807) (PD 26-0001)
 - c. Consider/Discuss/Action to call a public hearing regarding amendments to Chapter 9 (Planning and Development Regulations) of the City of Anna Code of Ordinances. (TA 26-0001)
8. **Future Agenda Items:** At this time, the Planning & Zoning Commission may identify issues or topics that they wish to schedule for discussion at a future meeting.
 9. **Adjourn.**

This is to certify that I, Lauren Mecke, Planning Manager, posted this Agenda on the City's website (www.annatexas.gov) and at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 01/27/2026.

Lauren Mecke, Planning Manager

In accordance with the Americans with Disabilities Act, it is the policy of the City of Anna to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. Email adacompliance@annatexas.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. ADA grievances may also be directed to the ADA Coordinator or filed online at <https://annatexas.gov/ada>



Item No. 4.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/2/2026

Staff Contact:

AGENDA ITEM:
Director's Report.

SUMMARY:

BACKGROUND:

Date Submitted		Jurisdiction	
Owner			
Representative/Applicant			
Requested Action			
Purpose			
Land Area			
Location			
Comp Plan Designation			
Existing Zoning			
Public Notice			
Surrounding Properties			
	Land Use	Zoning	Comp Plan Designation
North			
East			
South			
West			

ATTACHMENTS:

6b - BG Downtown Anna,
Block A, Lot 1, Final Plat

6c - The Landing at
Lindsey Lane, Preliminary
Plat

7a - Trinity Creek Flex
Space Annexation

7b - The Learning
Experience SUP



0 1 2 Miles
1:83,000

February 2026 Planning & Zoning Meeting Map

Source: City of Anna GIS
Date: 1/30/2026

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

THE CITY OF
Anna



MINUTES
Planning & Zoning Commission

Monday, January 5, 2026 @ 6:00 PM

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

The Planning and Zoning Commission of the City of Anna held a meeting at 6:00 PM on January 5, 2026, at the Municipal Complex located at 120 W. 7th Street, to consider the following items.

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

The meeting was called to order at 6:04 PM.

Commissioners present: Jessica Walden, Staci Martin, Tom Longmire, Josh Vollmer, and Gretchen Stewart

Commissioners absent: Aquita DeJarnette, Doug Hermann

Staff present: Kaleb Kentner, Lauren Mecke, Everett Johnson, David Overcash and Jayme Hawthorne

2. Invocation and Pledge of Allegiance.

Given by commissioner Martin.

3. Neighbor Comments:

Mr. Culbertson spoke about consent agenda item 7 b. He has concerns about the road description and the locator map compared to the master plan.

Ms. Sharp spoke about the power of the P&Z Board.

4. Annual Elections.

- a. Elect the Planning & Zoning Commission Chairperson.

Commissioner Martin made a motion to elect Commissioner Walden as Chairperson.

Commissioner Vollmer seconded the motion.

Motion passed unanimously.

- b. Elect the Planning & Zoning Commission Vice-Chairperson.

Commissioner Walden made a motion to elect Commissioner Vollmer as Vice-Chairperson.

*Commissioner Martin seconded the motion.
Motion passed unanimously.*

- c. Elect the Planning & Zoning Commission Secretary.

*Commissioner Walden made a motion to keep the Commission Secretary with City Staff.
Commissioner Martin seconded the motion.
Motion passed unanimously.*

- d. Review/Discuss/Action on the Planning & Zoning Commission Rules of Procedure.

Discussion ensued by Commissioner Walden about moving the monthly meetings from the first Monday to the second Thursday of each month. All commissioners present decided to continue with the meetings on the first Monday of each month but move the meeting time to 6:30 PM.

5. **Director's Report.**

Director Kaleb Kentner discussed with the commissioners about the yearend reports are being finalized and will be presented at the February meeting. Discussion ensued by Commissioner Walden asked about the downtown city projects that are across the street. Director Kentner stated that the project is still in discussion and is still moving forward.

6. **Overall Location Map.**

7. **Consent Items.**

- a. Approve minutes of the December 1, 2025, Planning & Zoning Commission Meeting
- b. Approve Liberty Hills, Phase 5A, Preliminary Plat (PP 25-0023)
Owner: VC Liberty Hills LLC
- c. Approve Anna Skilled Nursing Center, Block A, Lots 2 & 3, Preliminary Plat (PP 25-0022)
Owner: Anna Redevelopment, LLC
- d. Approve Anna Skilled Nursing Center, Block A, Lot 3, Preliminary Site Plan (PSP 25-0012)
Owner: Anna Redevelopment, LLC
- e. Approve Anna Skilled Nursing Center, Block A, Lots 1-4, Conveyance Plat (CVP 25-0004)
Owner: Anna Redevelopment, LLC
- f. Approve Villages of Hurricane Creek North, Phase 2, Final Plat (FP 25-0020)
Owner: Centurion American
- g. Approve The Villages of Hurricane Creek, Phase 3, Final Plat (FP 25-0021)
Owner: Centurion American

Commissioner Longmire requested that Consent Items b and f be pulled out for discussion.

b. Commissioner Longmire asked about the difference between what Liberty Hills, Phase 5 was proposing and what is in the 2050 plan.

Discussion ensued by Ms. Mecke. She explained the zoning case that occurred prior to the 2050 plan and that the applicant had already completed an updated concept plan.

f. Commissioner Longmire asked about the City Council possibly approving the development agreement with condition to complete the connection to Rosamond. Discussion ensued and Ms. Mecke explained that the City Council and the developer agreed to update the development agreement to include the completion of Standridge Blvd, two lanes from where it ends now to Stockport. Two lanes will be completed in this phase and two completed in phase 2.

Commissioner Vollmer made a motion for Consent Items a-e and item g. Commissioner Longmire seconded the motion. Motion passed unanimously.

Commissioner Longmire made a motion to approved item f with the stipulation that the developer meet the agreements that they made with the city to complete the connection to Rosamond. Commissioner Martin seconded the motion. Motion passed 4-1.

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

No items.

9. **Training.**

Mr. Kentner spoke about details of plating and subdivision regulations and site plans with the commissioners. Discussion ensued.

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

Discuss the pros and cons of the current planning processes and policy regarding the subdivision Regulations and Site Plans.

11. **Adjourn.**

Commissioner Longmire made a motion to adjourn. Commissioner Walden seconded the motion. The meeting was adjourned at 6:54 PM.

Chairwoman Jessica Walden

ATTEST:

Lauren Mecke, Planning Manager



Item No. 6.b.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/2/2026
Staff Contact: Everett Johnson

AGENDA ITEM:

Approve BG Downtown Anna, Block A, Lot 1, Final Plat (FP 26-0001)

SUMMARY:

Two restaurant buildings and one accessory building on one lot on 2.8± acres on the southeast corner of N. Powell Parkway and W. Seventh Street. Zoned Downtown-Core (DT-CE)

This item is recommended for approval as submitted.

BACKGROUND:

Date Submitted	1/7/2026	Jurisdiction	City of Anna
Owner	Anna Community Development Corporation		
Representative/Applicant	SPIARS Engineering, Inc		
Requested Action	Approval of a Final Plat		
Purpose	To build two restaurant buildings and one accessory building		
Land Area	2.8± acres		
Location	The southeast corner of N. Powell Parkway and W. Seventh Street.		
Comp Plan Designation	Downtown		
Existing Zoning	Downtown Core (DT-CE)		
Public Notice	1/27/2026		
Surrounding Properties			
	Land Use	Zoning	Comp Plan Designation
North	Anna Complex Municipal	DT-CE	Downtown
East	Single-Family Residential	SF-6.0	Downtown

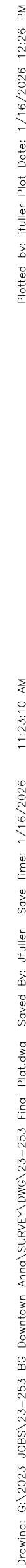
South	Single-Family Residential	SF-6.0	Downtown
West	Single-Family Residential	C-1	Downtown

ATTACHMENTS:

1. Locator Map - BG Downtown Anna, Block A, Lot 1, Final Plat (FP 26-0001)
2. Exhibit A - BG Downtown Anna, Block A, Lot 1, Final Plat (FP 26-0001)

BG Downtown Anna, Block A, Lot 1, Final Plat
 (FP 26-0001)





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

PRELIMINARY, THIS DOCUMENT
SHALL NOT BE RECORDED
FOR ANY PURPOSE

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

Notary Public, State of Texas

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown herein, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane shall be the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

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

NOTES:

1. This plot was prepared without the benefit of a commitment for life insurance. No research was performed for any easements other than that shown on the record plat for this property. Therefore, easements, agreements and other documents may exist that affect the subject property that are not shown on this report.
2. Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
3. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State law. This plat is intended to be used to fines and withdrawing of utilities and building permits.
4. The purpose of this plat is to create one lot out of multiple tracts, necessary for development.

OWNER / APPLICANT
Anna EDC
120 W. 7th Street
Anna, TX 75409
Telephone: (214) 831-532
Contact: Natasha Roach

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
S No. F-2121 and No. F-10043100
Contact: David Bond

Scale: 1" = 30' Jan-26 SEI Job No. 23-253



Item No. 6.c.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/2/2026
Staff Contact: Everett Johnson

AGENDA ITEM:

Approve The Landing at Lindsey Lane, Preliminary Plat (PP 26-0001)

SUMMARY:

92 Mixed-Density Residential (MD) Lots, 188 Single-Family Residential (6.0) lots, 47 Single-Family Residential (7.2) lots and 13 Homeowners' Association lots on 82.6± acres on the south side of Lindsey Lane, 1,600± feet west of N. Powell Parkway. Zoned Planned Development (PD) (Ord. No. 1096-2024-03)

This item is recommended for approval as submitted.

BACKGROUND:

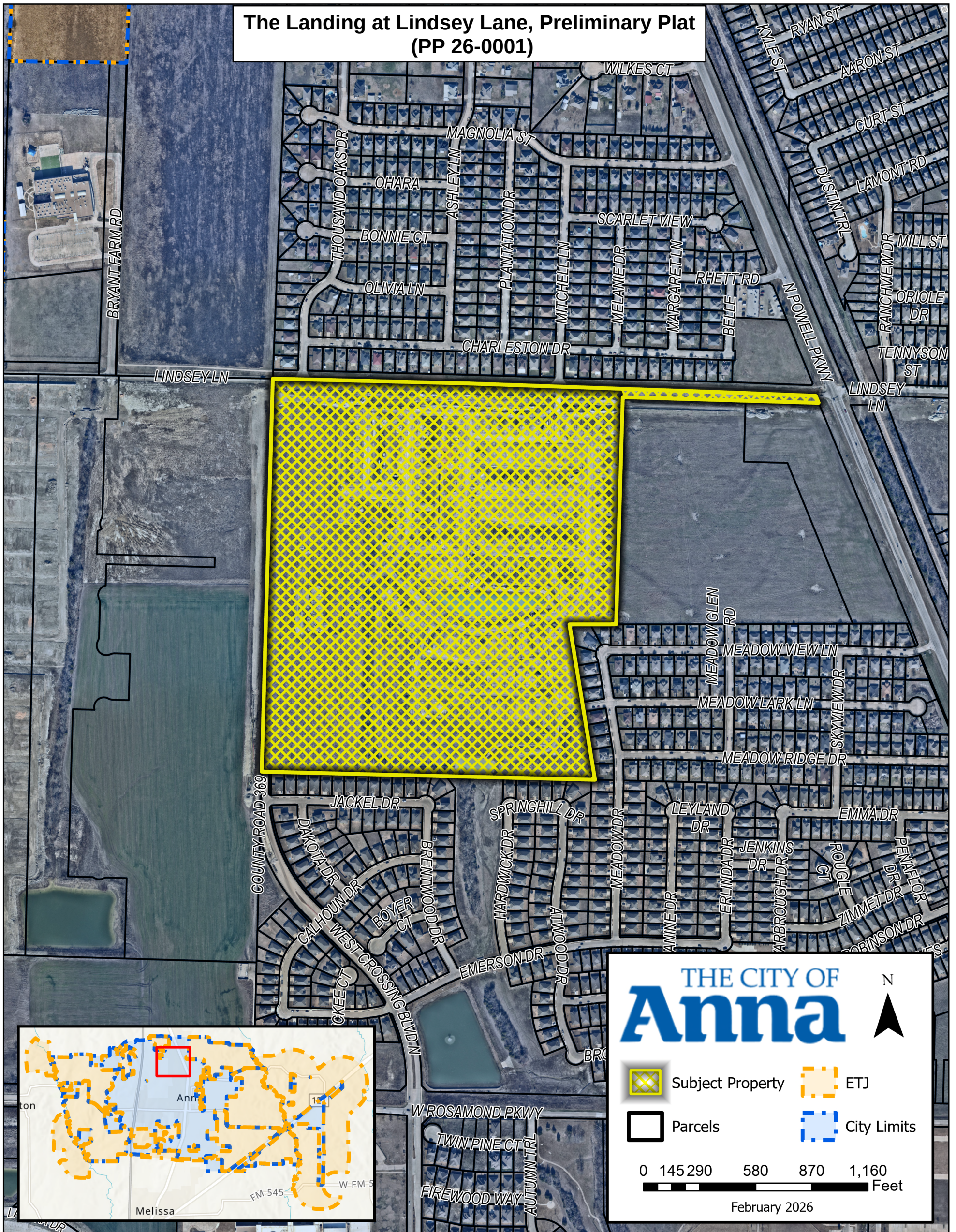
Date Submitted	1/7/2026	Jurisdiction	City of Anna
Owner	KL LB BUY 4 LLC		
Representative/Applicant	Kimley-Horn		
Requested Action	Approve the Preliminary Plat		
Purpose	Building Single-Family Detached Residential homes		
Land Area	82.6± Acres		
Location	The south side of Lindsey Lane, 1,600± feet west of N. Powell Parkway.		
Comp Plan Designation	Suburban Living		
Existing Zoning	Mixed Density (MD)		
Public Notice	1/27/2026		
Surrounding Properties			
	Land Use	Zoning	Comp Plan Designation
North	Single-Family Residential	R-1	Suburban Living
East	Single-Family	SF-7.2, MF	Suburban Living

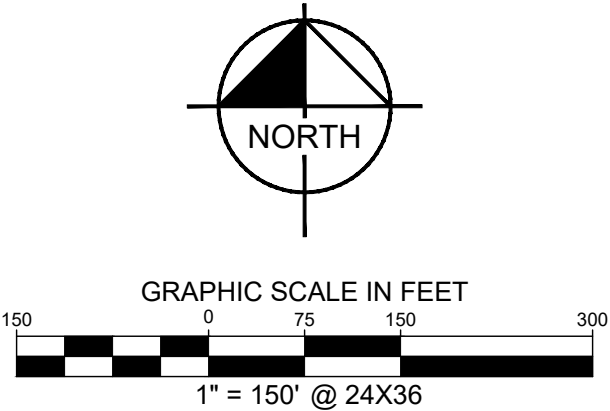
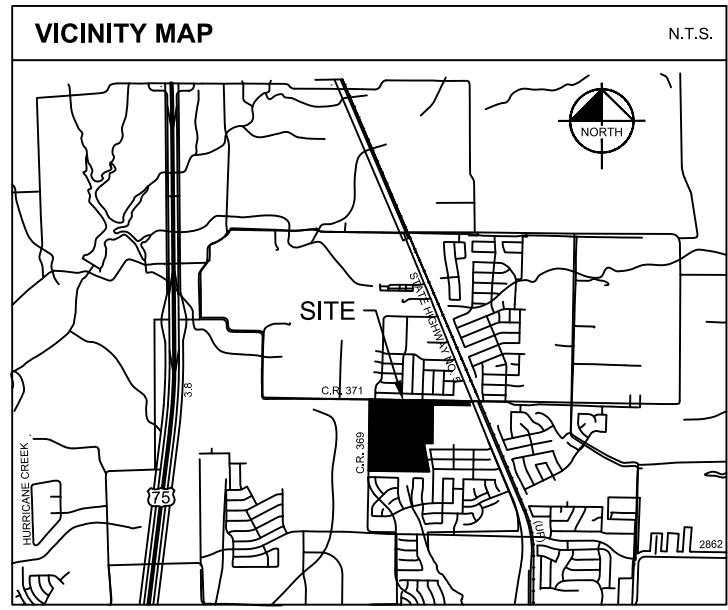
	Residential, Multifamily		Community Commercial
South	Single-Family Residential	SF-7.2	Suburban Living
West	Single-Family Residential	SF-6.0, SF-Z	Suburban Living

ATTACHMENTS:

1. Locator Map - The Landing at Lindsey Lane, Preliminary Plat (PP 26-0001)
2. Exhibit A - The Landing at Lindsey Lane, Preliminary Plat (PP 26-0001)

The Landing at Lindsey Lane, Preliminary Plat
(PP 26-0001)





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

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

NOTES:

Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

Line and curve tables located on Sheet 3.

All X lots will be owned and maintained by the HOA.

FLOOD STATEMENT:

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

OVERALL LOT SUMMARY

40' x 120'	Lots 92
50' x 120'	Lots 188
60' x 120'	Lots 47

PP 26-0001
REVISED PRELIMINARY PLAT
**THE LANDING AT
LINDSEY LANE**

327 RESIDENTIAL LOTS
13 COMMON AREAS

82.567 ACRES
OUT OF THE
J.C. BRANTLEY SURVEY, ABSTRACT NO. 114
CITY OF ANNA, COLLIN COUNTY, TEXAS
DECEMBER 2025

Kimley»Horn

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

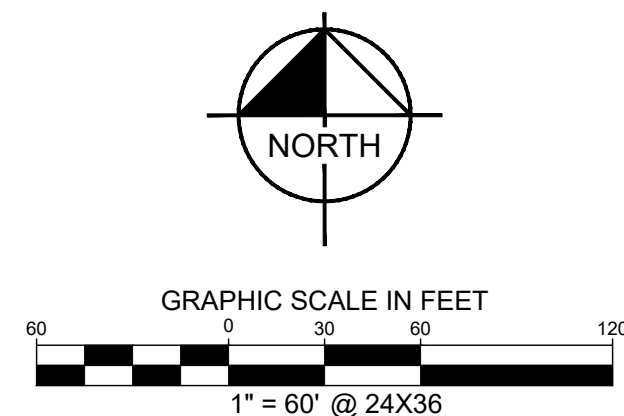
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	CDS	KHA	Jan. 2026	063237225	1 OF 6

OWNER:
KL LB BUY 4 LLC
6800 E. Camelback Road
Suite 800
Scottsdale, AZ 85251
Ph: 480.447.9591
Contact: Dustin Potter

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, TX 75034
Ph: 972.335.3580
Contact: Sarah E. Tinsley, PE

EXHIBIT A

DWG NAME: K:\FIRM SURVEY\063237225-PC\ANNA\118\DWG\063237225- THE LANDING AT LINDSEY LANE PP.DWG PLOTTED BY: SKEETERS, CDDT\118\2026 9:36 AM LAST SAVED: 11/16/2026 9:32 AM Copyright © 2026 Kimley-Horn and Associates, Inc. All rights reserved.



DETAIL
VISIBILITY, ACCESS
MAINTENANCE
EASEMENT
(V.A.M.)

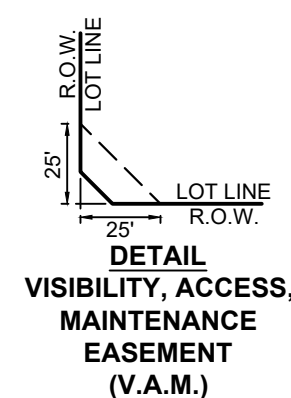
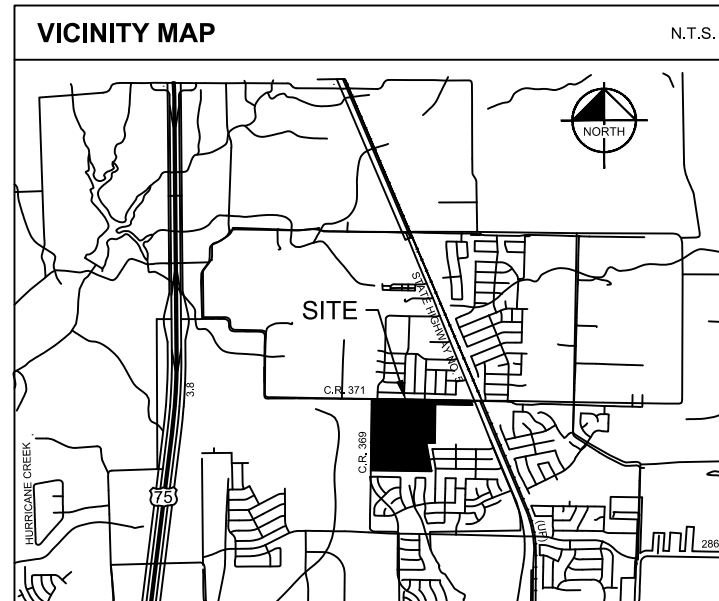
All X lots will be owned and maintained by the HOA

PP 26-0001
REVISED PRELIMINARY PLAT
**THE LANDING AT
LINDSEY LANE**
327 RESIDENTIAL LOTS
13 COMMON AREAS

6160 Warren Parkway, Suite 210 Frisco, Texas 75034			Tel. No. (972) 335-3580 FIRM # 10193822		
<u>Scale</u> 1" = 60'	<u>Drawn by</u> CDS	<u>Checked by</u> KHA	<u>Date</u> Jan. 2026	<u>Project No.</u> 063237225	<u>Sheet</u> 3 OF

OWNER: RCLB BUY 4 LLC 6900 E. Camelback Road Suite 800 Scottsdale, AZ 85251 Ph: 480.447.9591 Contact: Dustin Potter	
APPLICANT: Kimley-Horn and Associates, Inc. 6160 Warner Pkwy., Suite 210 Frisco, TX 75034 Ph: 972.335.3580 Contact: Sarah E. Trinsley, PE	





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

All X lots will be owned and maintained by the HOA.

FLOOD STATEMENT:

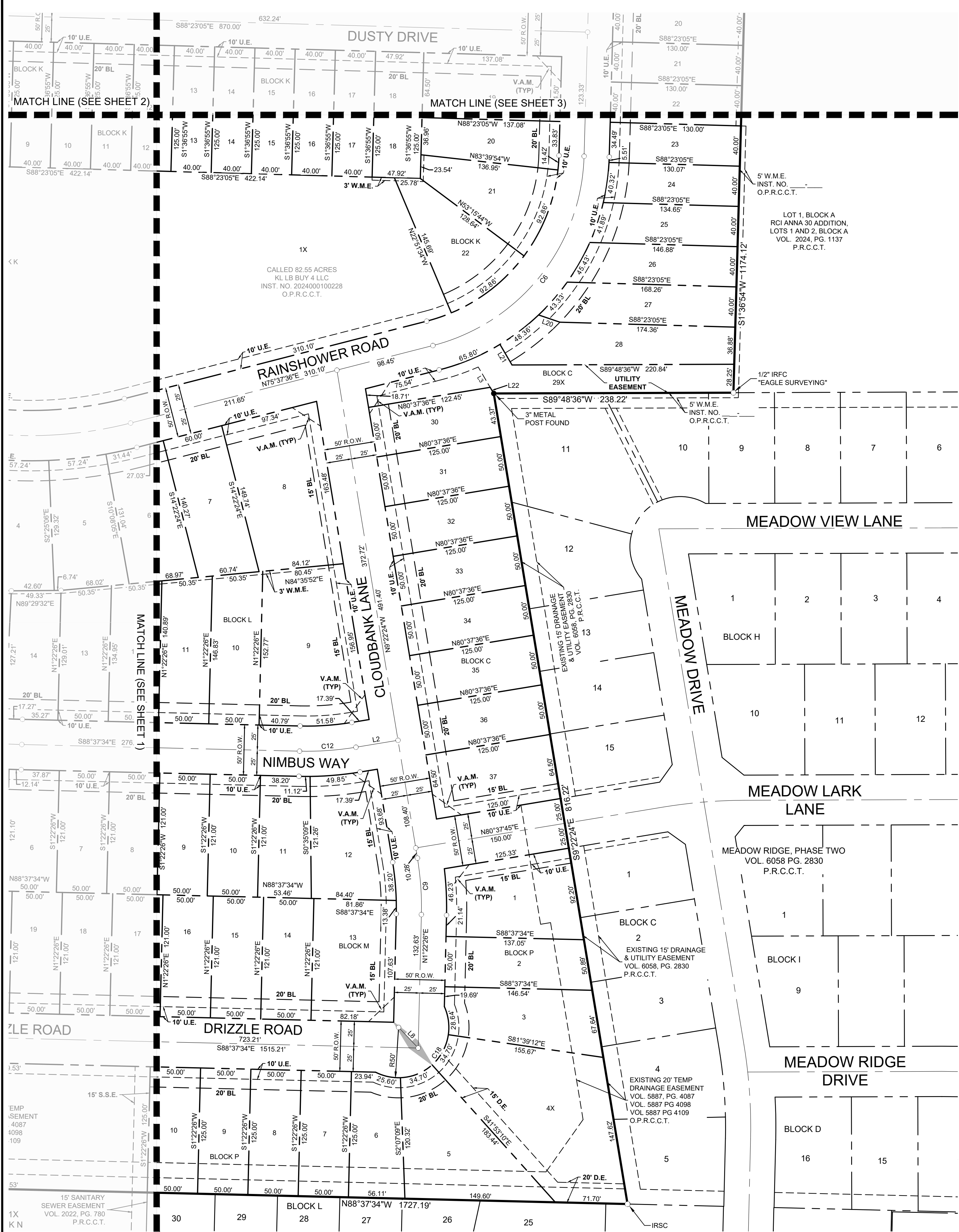
According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0160J, for Collin County, Texas and Incorporated areas, dated June 2, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site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

LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	C1	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S50°1'43"W	79.82'	C1	48°42'17"	200.00'	170.01'	S25°50'34"W	164.94'
L2	N80°37'36"E	42.39'	C2	48°42'17"	300.00'	255.02'	N25°50'34"E	247.41'
L3	N30°24'16"W	23.38'	C3	19°45'10"	250.00'	86.19'	S78°30'30"E	85.76'
L4	N43°30'34"W	28.28'	C4	43°42'17"	250.00'	190.70'	N66°39'26"W	186.1'
L5	N37°0'14"W	32.05'	C5	59°3407"	400.00'	415.87'	S74°35'21"E	397.39'
L6	S46°29'26"W	28.28'	C6	74°00'41"	200.00'	258.35'	N38°37'15"E	240.76'
L7	N46°36'55"E	28.28'	C7	33°50'57"	300.00'	177.23'	S18°24'54"W	174.67'
L8	S43°37'34"E	28.28'	C8	180°00'00"	6.00'	18.85'	N88°30'34"W	12.00'
L9	N46°36'47"E	42.43'	C9	10°44'50"	300.00'	56.27'	N03°59'59"W	56.19'
L10	N45°11'43"E	24.00'	C10	15°14'05"	300.00'	79.77'	N80°53'32"W	79.53'
L11	S67°43'59"E	20.00'	C11	15°21'05"	705.00'	188.89'	S80°57'02"E	188.33'
L12	S46°25'56"W	35.39'	C12	10°44'50"	300.00'	56.27'	N86°00'01"E	56.19'
L13	N43°34'04"W	35.32'	C14	141°41'02"	50.00'	123.64'	S46°29'26"W	94.46'
L14	N46°29'26"E	42.43'	C15	115°58'00"	50.00'	101.20'	S33°37'55"W	84.79'
L15	S46°29'26"W	34.11'	C16	141°41'02"	50.00'	123.64'	S43°30'34"E	94.46'
L16	N43°30'34"W	42.43'	C17	141°41'02"	50.00'	123.64'	N43°23'05"W	94.46'
L17	S42°48'00"E	20.00'	C18	141°41'02"	50.00'	123.64'	N46°22'26"E	94.46'
L18	S43°26'58"E	42.47'	C19	10°46'50"	890.00'	167.46'	S03°53'59"E	167.21'
L19	N46°33'02"E	42.38'	C20	1°01'24"	810.00'	14.47'	S08°46'42"E	14.47'
L20	N71°16'27"W	22.36'	C21	180°00'00"	6.00'	18.85'	S88°30'34"E	12.00'
L21	N30°24'16"W	23.71'						
L22	N30°24'16"W	7.10'						
L23	N61°52'43"W	40.83'						
L24	N01°29'26"E	55.90'						
L25	S01°29'26"W	55.90'						
L26	S43°23'13"E	42.42'						
L27	N82°25'33"W	101.30'						
L28	N84°37'38"E	76.12'						
L29	S82°25'29"E	120.93'						
L30	S84°37'46"W	96.24'						

327 RESIDENTIAL LOTS
13 COMMON AREAS

82.567 ACRES
OUT OF THE
J.C. BRANTLEY SURVEY, ABSTRACT NO. 114
CITY OF ANNA, COLLIN COUNTY, TEXAS
DECEMBER 2025

Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, Texas 75034		Tel. No. (972) 335-3580 FIRM # 10193822	
<u>Scale</u> 1" = 60'	<u>Drawn by</u> CDS	<u>Checked by</u> KHA	<u>Date</u> Jan. 2026
<u>Project No.</u> 063237225		<u>Sheet</u> 4 OF 4	
OWNER: KL LB BUY 4 LLC 6900 E. Camelback Road Suite 800 Scottsdale, AZ 85251 Ph: 480-447-9591 Contact: Dustin Potter		APPLICANT: Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210 Frisco, TX 75034 Ph: 972.335.3580 Contact: Sarah E. Tinsley, PE	



NOTES:

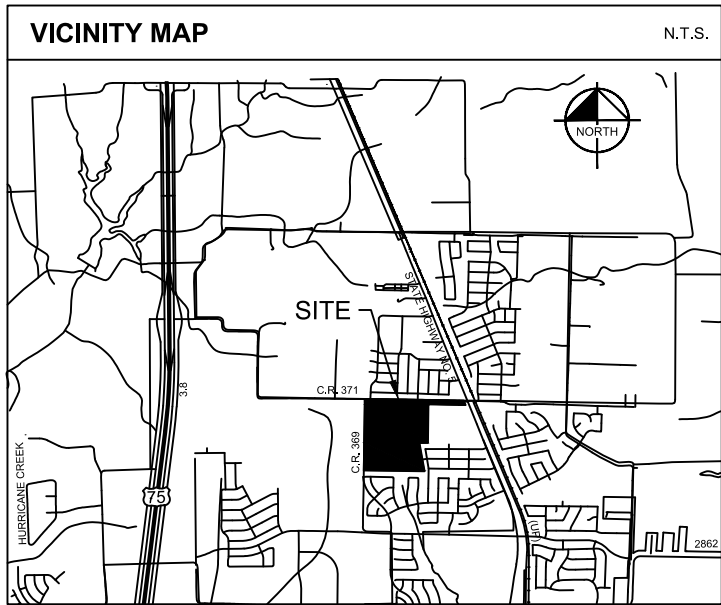
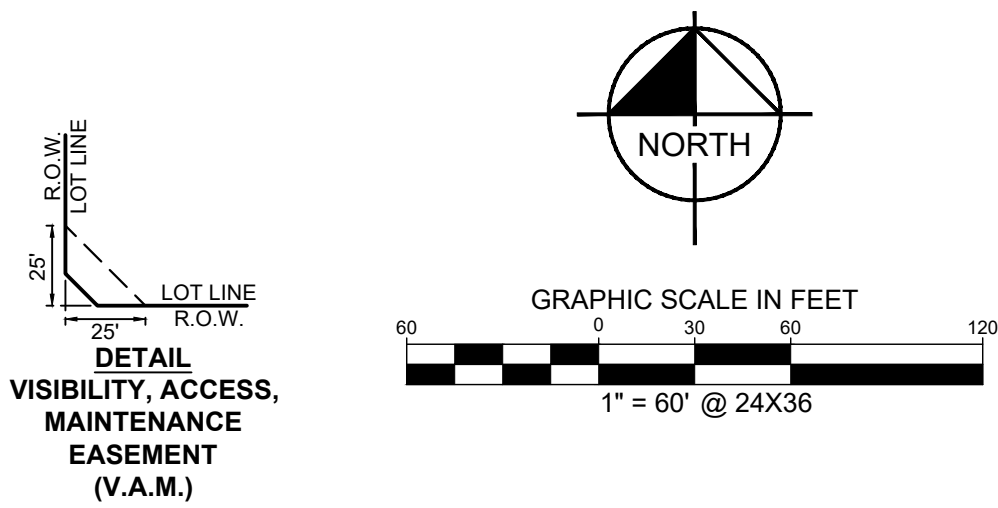
Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

Line and curve tables located on Sheet 3.

All X lots will be owned and maintained by the HOA.

FLOOD STATEMENT:

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



LEGEND

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

LOT NO.	ACRES	SQ. FT.
BLOCK A LOT 1X	1.483	64,612
BLOCK A LOT 2	0.183	7,991
BLOCK A LOT 3	0.170	7,393
BLOCK A LOT 4	0.161	6,992
BLOCK A LOT 5	0.150	6,548
BLOCK A LOT 6	0.143	6,229
BLOCK A LOT 7	0.139	6,050
BLOCK A LOT 8	0.138	6,001
BLOCK A LOT 9	0.138	6,000
BLOCK A LOT 10	0.138	6,000
BLOCK A LOT 11	0.138	6,000
BLOCK A LOT 12	0.138	6,000
BLOCK A LOT 13	0.138	6,000
BLOCK A LOT 14	0.138	6,000
BLOCK A LOT 15	0.138	6,000
BLOCK B LOT 1X	1.522	66,277
BLOCK B LOT 2	0.243	10,577
BLOCK B LOT 3	0.143	6,250
BLOCK B LOT 4	0.143	6,250
BLOCK B LOT 5	0.143	6,250
BLOCK B LOT 6	0.143	6,250
BLOCK B LOT 7	0.143	6,250
BLOCK B LOT 8	0.143	6,250
BLOCK C LOT 1X	0.553	24,074
BLOCK C LOT 2	0.185	8,063
BLOCK C LOT 3	0.143	6,244
BLOCK C LOT 4	0.194	8,456
BLOCK C LOT 5	0.343	14,941
BLOCK C LOT 6	0.201	8,770
BLOCK C LOT 7	0.119	5,198
BLOCK C LOT 8	0.119	5,200
BLOCK C LOT 9	0.119	5,200
BLOCK C LOT 10	0.119	5,200
BLOCK C LOT 11	0.119	5,200
BLOCK C LOT 12	0.119	5,200
BLOCK C LOT 13	0.119	5,200
BLOCK C LOT 14	0.119	5,200
BLOCK C LOT 15	0.119	5,200
BLOCK C LOT 16	0.119	5,200
BLOCK C LOT 17	0.119	5,200
BLOCK C LOT 18	0.119	5,200
BLOCK C LOT 19	0.119	5,200
BLOCK C LOT 20	0.119	5,200
BLOCK C LOT 21	0.119	5,200
BLOCK C LOT 22	0.119	5,200
BLOCK C LOT 23	0.119	5,200
BLOCK C LOT 24	0.121	5,270
BLOCK C LOT 25	0.129	5,603
BLOCK C LOT 26	0.144	6,268
BLOCK C LOT 27	0.167	7,270
BLOCK C LOT 28	0.208	9,039
BLOCK C LOT 29X	0.235	10,257
BLOCK C LOT 30	0.143	6,242
BLOCK C LOT 31	0.143	6,250
BLOCK C LOT 32	0.143	6,250
BLOCK C LOT 33	0.143	6,250
BLOCK C LOT 34	0.143	6,250
BLOCK C LOT 35	0.143	6,250
BLOCK C LOT 36	0.143	6,250
BLOCK C LOT 37	0.185	8,063
BLOCK D LOT 1	0.278	12,108
BLOCK D LOT 2	0.165	7,200
BLOCK D LOT 3	0.165	7,200
BLOCK D LOT 4	0.310	13,491
BLOCK D LOT 5	0.324	14,099

LOT NO.	ACRES	SQ. FT.
BLOCK D LOT 6	0.199	8,682
BLOCK D LOT 7	0.145	6,300
BLOCK D LOT 8	0.145	6,300
BLOCK D LOT 9	0.145	6,300
BLOCK D LOT 10	0.145	6,300
BLOCK D LOT 11	0.145	6,300
BLOCK D LOT 12	0.145	6,300
BLOCK D LOT 13	0.145	6,300
BLOCK D LOT 14	0.145	6,300
BLOCK D LOT 15X	0.108	4,693
BLOCK D LOT 16	0.139	6,050
BLOCK D LOT 17	0.139	6,050
BLOCK D LOT 18	0.139	6,050
BLOCK D LOT 19	0.139	6,050
BLOCK D LOT 20	0.139	6,050
BLOCK D LOT 21	0.139	6,050
BLOCK D LOT 22	0.139	6,050
BLOCK D LOT 23	0.139	6,050
BLOCK D LOT 24	0.139	6,050
BLOCK D LOT 25	0.139	6,050
BLOCK D LOT 26	0.142	6,197
BLOCK D LOT 27	0.149	6,492
BLOCK D LOT 28	0.290	12,623
BLOCK D LOT 29	0.580	25,254
BLOCK E LOT 2	0.138	6,000
BLOCK E LOT 3	0.138	6,000
BLOCK E LOT 4	0.138	6,000
BLOCK E LOT 5	0.138	6,000
BLOCK E LOT 6	0.138	6,000
BLOCK E LOT 7	0.138	6,000
BLOCK E LOT 8	0.138	6,000
BLOCK E LOT 9	0.138	6,000
BLOCK E LOT 10	0.138	6,000
BLOCK E LOT 11	0.138	6,000
BLOCK E LOT 12	0.138	6,000
BLOCK E LOT 13	0.137	5,959
BLOCK E LOT 14	0.215	9,377
BLOCK E LOT 15	0.325	14,171
BLOCK E LOT 16	0.182	7,943
BLOCK E LOT 17	0.150	6,554
BLOCK E LOT 18	0.150	6,554
BLOCK E LOT 19	0.150	6,554
BLOCK E LOT 20	0.208	9,051
BLOCK E LOT 21	0.282	12,285
BLOCK E LOT 22	0.191	8,315
BLOCK E LOT 23	0.181	7,865
BLOCK E LOT 24	0.181	7,865
BLOCK E LOT 25	0.181	7,865
BLOCK E LOT 26	0.181	7,865
BLOCK E LOT 27	0.181	7,865
BLOCK F LOT 1	0.177	7,727
BLOCK F LOT 2	0.138	6,000
BLOCK F LOT 3	0.138	6,000
BLOCK F LOT 4	0.138	6,000
BLOCK F LOT 5	0.138	6,000
BLOCK F LOT 6	0.138	6,000
BLOCK F LOT 7	0.138	6,000
BLOCK F LOT 8	0.138	6,000
BLOCK F LOT 9	0.138	6,000
BLOCK F LOT 10	0.138	6,000
BLOCK F LOT 11	0.152	6,639
BLOCK F LOT 12	0.207	9,000
BLOCK F LOT 13	0.165	7,200
BLOCK F LOT 14	0.166	7,228
BLOCK F LOT 15	0.191	8,328

LOT NO.	ACRES	SQ. FT.
BLOCK F LOT 16	0.223	9,733
BLOCK F LOT 17	0.468	20,380
BLOCK F LOT 18	0.206	8,960
BLOCK F LOT 19	0.178	7,880
BLOCK F LOT 20	0.194	8,453
BLOCK F LOT 21	0.402	17,492
BLOCK F LOT 22	0.248	10,807
BLOCK F LOT 23	0.176	7,651
BLOCK F LOT 24	0.172	7,500
BLOCK F LOT 25	0.172	7,500
BLOCK F LOT 26	0.172	7,500
BLOCK F LOT 27	0.172	7,500
BLOCK F LOT 28	0.172	7,500
BLOCK F LOT 29	0.172	7,500
BLOCK F LOT 30	0.172	7,500
BLOCK F LOT 31	0.172	7,500
BLOCK F LOT 32	0.172	7,500
BLOCK F LOT 33	0.172	7,500
BLOCK F LOT 34	0.172	7,500
BLOCK F LOT 35	0.172	7,500
BLOCK F LOT 36	0.172	7,500
BLOCK F LOT 37	0.172	7,500
BLOCK F LOT 38	0.172	7,500
BLOCK F LOT 39	0.172	7,500
BLOCK F LOT 40	0.172	7,500
BLOCK F LOT 41	0.172	7,500
BLOCK F LOT 42	0.172	7,500
BLOCK F LOT 43	0.172	7,500
BLOCK F LOT 44	0.172	7,500
BLOCK F LOT 45	0.172	7,500
BLOCK F LOT 46	0.172	7,500
BLOCK F LOT 47	0.172	7,500
BLOCK F LOT 48	0.172	7,500
BLOCK F LOT 49	0.172	7,500
BLOCK F LOT 50	0.172	7,500
BLOCK F LOT 51	0.172	7,500
BLOCK F LOT 52	0.172	7,500
BLOCK F LOT 53	0.172	7,500
BLOCK F LOT 54	0.172	7,500
BLOCK F LOT 55	0.172	7,500
BLOCK F LOT 56	0.172	7,500
BLOCK F LOT 57	0.172	7,500
BLOCK F LOT 58	0.172	7,500
BLOCK F LOT 59	0.172	7,500
BLOCK F LOT 60	0.172	7,500
BLOCK F LOT 61	0.172	7,500
BLOCK F LOT 62	0.172	7,500
BLOCK F LOT 63	0.172	7,500
BLOCK F LOT 64	0.172	7,500
BLOCK F LOT 65	0.172	7,500
BLOCK F LOT 66	0.172	7,500
BLOCK F LOT 67	0.172	7,500
BLOCK F LOT 68	0.172	7,500
BLOCK F LOT 69	0.172	7,500
BLOCK F LOT 70	0.172	7,500
BLOCK F LOT 71	0.172	7,500
BLOCK F LOT 72	0.172	7,500
BLOCK F LOT 73	0.172	7,500
BLOCK F LOT 74	0.172	7,500
BLOCK F LOT 75	0.172	7,500
BLOCK F LOT 76	0.172	7,500
BLOCK F LOT 77	0.172	7,500
BLOCK F LOT 78	0.172	7,500
BLOCK F LOT 79	0.172	7,500
BLOCK F LOT 80	0.172	7,500
BLOCK F LOT 81	0.172	7,500
BLOCK F LOT 82	0.172	7,500
BLOCK F LOT 83	0.172	7,500
BLOCK F LOT 84	0.172	7,500
BLOCK F LOT 85	0.172	7,500
BLOCK F LOT 86	0.172	7,500
BLOCK F LOT 87	0.172	7,500
BLOCK F LOT 88	0.172	7,500
BLOCK F LOT 89	0.172	7,500
BLOCK F LOT 90	0.172	7,500
BLOCK F LOT 91	0.172	7,500
BLOCK F LOT 92	0.172	7,500
BLOCK F LOT 93	0.172	7,500
BLOCK F LOT 94	0.172	7,500
BLOCK F LOT 95	0.172	7,500
BLOCK F LOT 96	0.172	7,500
BLOCK F LOT 97	0.172	7,500
BLOCK F LOT 98	0.172	7,500
BLOCK F LOT 99	0.172	7,500
BLOCK F LOT 100	0.172	7,500

LOT NO.	ACRES	SQ. FT.
BLOCK J LOT 3	0.110	4,800
BLOCK J LOT 4	0.110	4,800
BLOCK J LOT 5	0.110	4,800
BLOCK J LOT 6	0.110	4,800
BLOCK J LOT 7	0.110	4,800
BLOCK J LOT 8	0.110	4,800
BLOCK J LOT 9	0.110	4,800
BLOCK J LOT 10	0.110	4,800
BLOCK J LOT 11	0.110	4,800
BLOCK J LOT 12	0.110	4,800
BLOCK J LOT 13	0.183	7,969
BLOCK J LOT 14	0.191	8,301
BLOCK J LOT 15	0.115	5,000
BLOCK J LOT 16	0.115	5,000
BLOCK J LOT 17	0.115	5,000
BLOCK J LOT 18	0.115	5,000
BLOCK J LOT 19	0.115	5,000
BLOCK J LOT 20	0.115	5,000
BLOCK J LOT 21	0.115	5,000
BLOCK J LOT 22	0.115	5,000
BLOCK J LOT 23	0.115	5,000
BLOCK J LOT 24	0.115	5,000
BLOCK J LOT 25	0.115	5,000
BLOCK J LOT 26	0.115	5,000
BLOCK J LOT 27	0.115	5,000
BLOCK J LOT 28	0.115	5,000
BLOCK J LOT 29	0.115	5,000
BLOCK J LOT 30	0.115	5,000
BLOCK J LOT 31	0.115	5,000
BLOCK J LOT 32	0.115	5,000
BLOCK J LOT 33	0.115	5,000
BLOCK J LOT 34	0.115	5,000
BLOCK J LOT 35	0.115	5,000
BLOCK J LOT 36	0.115	5,000
BLOCK J LOT 37	0.115	5,000
BLOCK J LOT 38	0.115	5,000
BLOCK J LOT 39	0.115	5,000
BLOCK J LOT 40	0.115	5,000
BLOCK J LOT 41	0.115	5,000
BLOCK J LOT 42	0.115	5,000
BLOCK J LOT 43	0.115	5,000
BLOCK J LOT 44	0.115	5,000
BLOCK J LOT 45	0.115	5,000
BLOCK J LOT 46	0.115	5,000
BLOCK J LOT 47	0.115	5,000
BLOCK J LOT 48	0.115	5,000
BLOCK J LOT 49	0.115	5,000
BLOCK J LOT 50	0.115	5,000
BLOCK J LOT 51	0.115	5,000
BLOCK J LOT 52	0.115	5,000
BLOCK J LOT 53	0.115	5,000
BLOCK J LOT 54	0.115	5,000
BLOCK J LOT 55	0.115	5,000
BLOCK J LOT 56	0.115	5,000
BLOCK J LOT 57	0.115	5,000
BLOCK J LOT 58	0.115	5,000
BLOCK J LOT 59	0.115	5,000
BLOCK J LOT 60	0.115	5,000
BLOCK J LOT 61	0.115	5,000
BLOCK J LOT 62	0.115	5,000
BLOCK J LOT 63	0.115	5,000
BLOCK J LOT 64	0.115	5,000
BLOCK J LOT 65	0.115	5,000
BLOCK J LOT 66	0.115	5,000
BLOCK J LOT 67	0.115	5,000
BLOCK J LOT 68	0.115	5,000
BLOCK J LOT 69	0.115	5,000
BLOCK J LOT 70	0.115	5,000
BLOCK J LOT 71	0.115	5,000
BLOCK J LOT 72	0.115	5,000
BLOCK J LOT 73	0.115	5,000
BLOCK J LOT 74	0.115	5,000
BLOCK J LOT 75	0.115	5,000
BLOCK J LOT 76	0.115	5,000
BLOCK J LOT 77	0.115	5,000
BLOCK J LOT 78	0.115	5,000
BLOCK J LOT 79	0.115	5,000
BLOCK J LOT 80	0.115	5,000
BLOCK J LOT 81	0.115	5,000
BLOCK J LOT 82	0.115	5,000
BLOCK J LOT 83	0.115	5,000
BLOCK J LOT 84	0.115	5,000
BLOCK J LOT 85	0.115	5,000
BLOCK J LOT 86	0.115	5,000
BLOCK J LOT 87	0.115	5,000
BLOCK J LOT 88	0.115	5,000
BLOCK J LOT 89	0.115	5,000
BLOCK J LOT 90	0.115	5,000
BLOCK J LOT 91	0.115	5,000
BLOCK J LOT 92	0.115	5,000
BLOCK J LOT 93	0.115	5,000
BLOCK J LOT 94	0.115	5,000
BLOCK J LOT 95	0.115	5,000
BLOCK J LOT 96	0.115	5,000
BLOCK J LOT 97	0.115	5,000
BLOCK J LOT 98	0.115	5,000
BLOCK J LOT 99	0.115	5,000
BLOCK J LOT 100	0.115	5,000

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK M LOT 1	0.272	11,870
BLOCK M LOT 2	0.154	6,695
BLOCK M LOT 3	0.150	6,515
BLOCK M LOT 4	0.145	6,318
BLOCK M LOT 5	0.140	6,104
BLOCK M LOT 6	0.139	6,050
BLOCK M LOT 7	0.139	6,050
BLOCK M LOT 8	0.139	6,050
BLOCK M LOT 9	0.139	6,050
BLOCK M LOT 10	0.139	6,050
BLOCK M LOT 11	0.143	6,211
BLOCK M LOT 12	0.221	9,612
BLOCK M LOT 13	0.228	9,942
BLOCK M LOT 14	0.139	6,050
BLOCK M LOT 15	0.139	6,050
BLOCK M LOT 16	0.139	6,050
BLOCK M LOT 17	0.139	6,050
BLOCK M LOT 18	0.139	6,050
BLOCK M LOT 19	0.139	6,050
BLOCK M LOT 20	0.139	6,050
BLOCK M LOT 21	0.139	6,050
BLOCK M LOT 22	0.142	6,199
BLOCK M LOT 23	0.151	5,580
BLOCK M LOT 24	0.284	12,385
BLOCK N LOT 1	0.178	7,740
BLOCK N LOT 2	0.138	6,000
BLOCK N LOT 3	0.138	6,000
BLOCK N LOT 4	0.138	6,000
BLOCK N LOT 5	0.138	6,000
BLOCK N LOT 6	0.138	6,000
BLOCK N LOT 7	0.138	6,000
BLOCK N LOT 8	0.138	6,000
BLOCK N LOT 9	0.138	6,000
BLOCK N LOT 10	0.138	6,000
BLOCK N LOT 11	0.138	6,000
BLOCK N LOT 12	0.138	6,000
BLOCK N LOT 13X	0.095	4,153
BLOCK N LOT 14	0.138	6,000
BLOCK N LOT 15	0.138	6,000
BLOCK N LOT 16	0.138	6,000
BLOCK N LOT 17	0.138	6,000
BLOCK N LOT 18	0.138	6,000
BLOCK N LOT 19	0.138	6,000
BLOCK N LOT 20	0.138	6,000
BLOCK N LOT 21	0.138	6,000
BLOCK N LOT 22	0.138	6,000
BLOCK N LOT 23	0.138	6,000
BLOCK N LOT 24	0.138	6,000
BLOCK N LOT 25	0.178	7,740
BLOCK O LOT 1X	0.018	794
BLOCK P LOT 1	0.237	10,323
BLOCK P LOT 2	0.163	7,090
BLOCK P LOT 3	0.195	8,507
BLOCK P LOT 4X	0.452	19,688
BLOCK P LOT 5	0.272	11,848
BLOCK P LOT 6	0.148	6,449
BLOCK P LOT 7	0.143	6,250
BLOCK P LOT 8	0.143	6,250
BLOCK P LOT 9	0.143	6,250
BLOCK P LOT 10	0.143	6,250
BLOCK P LOT 11X	0.802	34,941
BLOCK P LOT 12	0.143	6,250
BLOCK P LOT 13	0.143	6,250
BLOCK P LOT 14	0.143	6,250
BLOCK P LOT 15	0.143	6,250

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS KL LB BUY 4 LLC, is the sole owner of the following described tract of land:

BEING a tract of land situated in the J.C. Brantley Survey, Abstract No. 114, City of Anna, Collin County, Texas, and being all of a called 82.55 acre tract of land described in a deed to KL LB BUY 4 LLC, as recorded in Instrument No. 2024000100228 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING a 1/2 inch iron rod with plastic cap stamped "Pape Dawson" found for the southwest corner of 82.55 acre tract, common to the northwest corner of Shadowbend, Phase 2, according to the plat thereof recorded in Volume 2022, Pages 780-781 of the Plat Records of Collin County, Texas, same being on the easterly line of a called 58.637 acre tract of land described as Phase 4 in a deed to MCI Exchange Anacapi A Series Depositor, LLC, as recorded in Instrument No. 2023000111060 of the Official Public Records of Collin County, Texas, same being in the center of County Road 369, a variable width right of way;

THENCE North 01°29'26" East, along the westerly line of said 82.55 acre tract and the easterly line of said Phase 4, and, along the centerline of said County Road 369, a distance of 2,035.03 feet to the northwest corner of said 82.55 acre tract, common to the northeast corner of said Phase 4, same being at the intersection of the centerline of County Road 371, a variable width right of way, with the centerline of said County Road 369, from which, a mag nail found for witness bears North 43°59' East, 0.28 feet;

THENCE South 88°23'21" East, along the northerly line of said 82.55 acre tract and the centerline of said County Road 371, a distance of 2,813.90 feet to a mag nail found for the northeast corner of said 82.55 acre tract, common to the northwest corner of a called 0.7575 acre tract of land described in a deed to the State of Texas, as recorded in Instrument No. 20190508000513540 of the Official Public Records of Collin County, Texas, same being on the westerly right of way line of State Highway 5, a variable width right of way;

THENCE South 22°11'52" East, departing the centerline of said County Road 371, along the easterly line of said 82.55 acre tract and the westerly right of way line of said State Highway 5, a distance of 49.19 feet to a 1/2 inch iron rod with plastic cap stamped "Eagle Surveying" found for the northerly southeast corner of said 82.55 acre tract, common to the northeast corner of RCI Anna 30 Addition, Lots 1 and 2, Block A, according to the plat thereof recorded in Volume 2024, Page 1137 of the Plat Records of Collin County, Texas;

THENCE North 88°23'21" West, departing the westerly right of way line of said State Highway 5, and along the southerly line of said 82.55 acre tract and the northerly line of said RCI Anna 30 Addition, a distance of 1,019.64 feet to a 1/2 inch iron rod with plastic cap stamped "Eagle Surveying" found for the northwest corner of said RCI Anna 30 Addition, common to an ell corner of said 82.55 acre tract;

THENCE South 01°36'54" West, along the easterly line of said 82.55 acre tract and the westerly line of said RCI Anna 30 Addition, a distance of 1,174.12 feet to a 1/2 inch iron rod with plastic cap stamped "Eagle Surveying" found for a southeast corner of said 82.55 acre tract, same being on the northerly line of Meadow Ridge Estates, Phase Two, according to the plat thereof recorded in Cabinet R, Slide 196 of the Plat Records of Collin County, Texas;

THENCE South 89°48'36" West, along the southerly line of said 82.55 acre tract and the northerly line of said Meadow Ridge Estates, Phase Two, a distance of 238.22 feet to a 3 inch metal post found for the northwest corner of said Meadow Ridge Estates, Phase Two, common to an ell corner of said 82.55 acre tract;

THENCE South 09°22'24" East, along the easterly line of said 82.55 acre tract and the westerly line of said Meadow Ridge Estates, Phase Two, a distance of 816.23 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southerly southeast corner of said 82.55 acre tract, common to the southwest corner of said Meadow Ridge Estates, Phase Two, same being on the northerly line of Shadowbend, Phase 2, according to the plat thereof recorded in Volume 2022, Pages 780-781 of the Plat Records of Collin County, Texas;

THENCE North 88°37'34" West, along the southerly line of said 82.55 acre tract and the northerly line of said Shadowbend, Phase 2, a distance of 1,727.20 feet to the POINT OF BEGINNING and containing 82.567 acres (3,596.612 square feet) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT KL LB BUY 4 LLC, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as THE LANDING AT LINDSEY LANE, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

VAM EASEMENTS:

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

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

KL LB BUY 4 LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF ARIZONA §

COUNTY OF _____ §

On this _____ day of _____, 20____, before me personally appeared _____ (name of signer), whom I know personally, and acknowledged that he/she executed the same.

Notary Public, State of Arizona

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

I, Sylviana Gunawan, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the Town of Crandall, Texas.

PRELIMINARY

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

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS §
COUNTY OF COLLIN §

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

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 20____, by the Planning & Zoning Commission, City of Anna, Texas.

Planning & Zoning Commission Chair

Director of Development Services

PP 26-0001
REVISED PRELIMINARY PLAT
THE LANDING AT
LINDSEY LANE

327 RESIDENTIAL LOTS
13 COMMON AREAS

82.567 ACRES
OUT OF THE
J.C. BRANTLEY SURVEY, ABSTRACT NO. 114
CITY OF ANNA, COLLIN COUNTY, TEXAS
DECEMBER 2025

Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDS	KHA	Jan. 2026	063237225	6 OF 6

OWNER:
KL LB BUY 4 LLC
6800 E. Camelback Road
Suite 800
Scottsdale, AZ 85251
Ph: 480-447-9591
Contact: Dustin Potter

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, TX 75034
Ph: 972-335-3580
Contact: Sarah E. Tinsley, PE



Item No. 7.a.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/2/2026
Staff Contact: Everett Johnson

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to a request for a Specific Use Permit for daycare/school on 2.4± acres located on the west side of Leonard Avenue, 805± feet north of E. Foster Crossing Road. (SUP 26-0001)

SUMMARY:

A Specific Use Permit for daycare/school on 2.4± acres located on the west side of Leonard Avenue, 805± feet north of E. Foster Crossing Road. (SUP 26-0001)

This item is recommended for approval as submitted.

This Item requires a Public Hearing.

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

Upon recommendation by the Planning & Zoning Commission, this item is tentatively scheduled for City Council action on February 24, 2026.

BACKGROUND:

Date Submitted	1/7/2026	Jurisdiction	City of Anna
Owner	Catherine F. McMinimy		
Representative/Applicant	Vasquez Engineering LLC		
Requested Action	Approve a SUP for a daycare/school		
Purpose	To build a daycare/school		
Land Area	2.4± Acres		
Location	The west side of Leonard Avenue, 805± feet north of E. Foster Crossing Road.		
Comp Plan Designation	Suburban Living		
Existing Zoning	Local Commercial (C-1)		
Public Notice	1/27/2026		

Surrounding Properties			
	Land Use	Zoning	Comp Plan Designation
North	School	AG	Schools
East	Single-Family Residential	SF-6.0	Suburban Living
South	Single-Family Residential	ETJ	Suburban Living
West	School	AG	Schools

COMPATIBILITY CONSIDERATIONS

Sec. 9.04.036. Caretaking Use-Specific Standards

(a) Child Care Facility, Daycare.

- (1) No portion of a Child Care Facility, Daycare site shall be located within 300 feet of gasoline pumps, underground gasoline storage tanks, or any other storage area for explosive or highly combustible materials.
- (2) A Child Care Facility, Daycare shall be located adjacent to a street having a pavement width of 40 feet or greater.
- (3) All Child Care Facility, Daycare shall comply with the following standards:
 - (A) All vehicular entrances and exits shall be clearly visible from the street.
 - (B) All passenger loading and unloading areas shall be located so as to avoid safety hazards from vehicular traffic, and adequate walkways shall be provided.
 - (C) Outdoor play areas shall be provided at a rate of 65 square feet per child based on the maximum design capacity of the facility. The Planning and Zoning Commission may waive this requirement if the Child Care Facility, Daycare is provided for less than four hours per day for an individual person.
 - (D) A maximum of one-half of the required outdoor play space may be provided off-site. When an off-premises outdoor play area is utilized, it must be located within 100 feet of the Child Care Facility, Daycare premises and safely accessible without crossing, at-grade, or any major or secondary thoroughfare.
 - (E) No Child Care Facility, Daycare shall be part of a one-family or two-family dwelling.

As shown on the Concept Plan, the daycare complies with the City of Anna's use-specific standards for a Daycare Facility.

Specific Use Permit

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend, and the City Council may establish, conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the city. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the city.

- Children's Lighthouse (Sharp Street) - no additional stipulations
- Anna Daycare (S. Ferguson Parkway) - no additional stipulations
- Anna Kids Academy (W. White Street) - no additional stipulations

- Deep Roots Montessori (W. White Street) - No SUP requirements at time of opening
- Mudpies & Lullabies Preschool (S. Interurban Street) - No SUP requirements at time of opening
- Kangaroo Pouch (CR 423) - Existed prior to annexation
- Christian Care Academy (N. Powell Parkway) - Existed prior to annexation

P&Z ALTERNATIVES

1. Approve as submitted in accordance with the Development Agreement;
2. Approve with modifications; or
3. Deny the request.

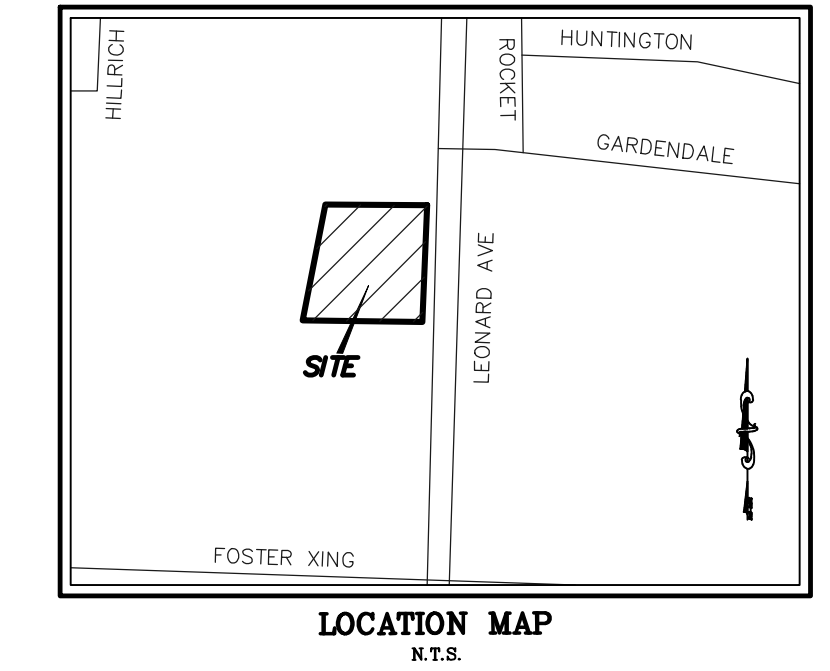
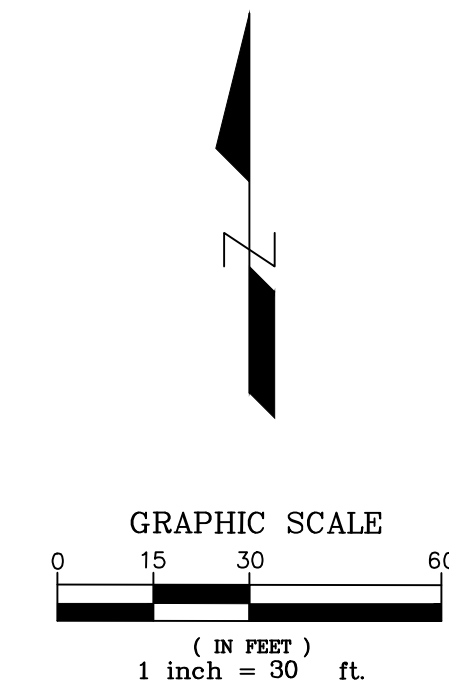
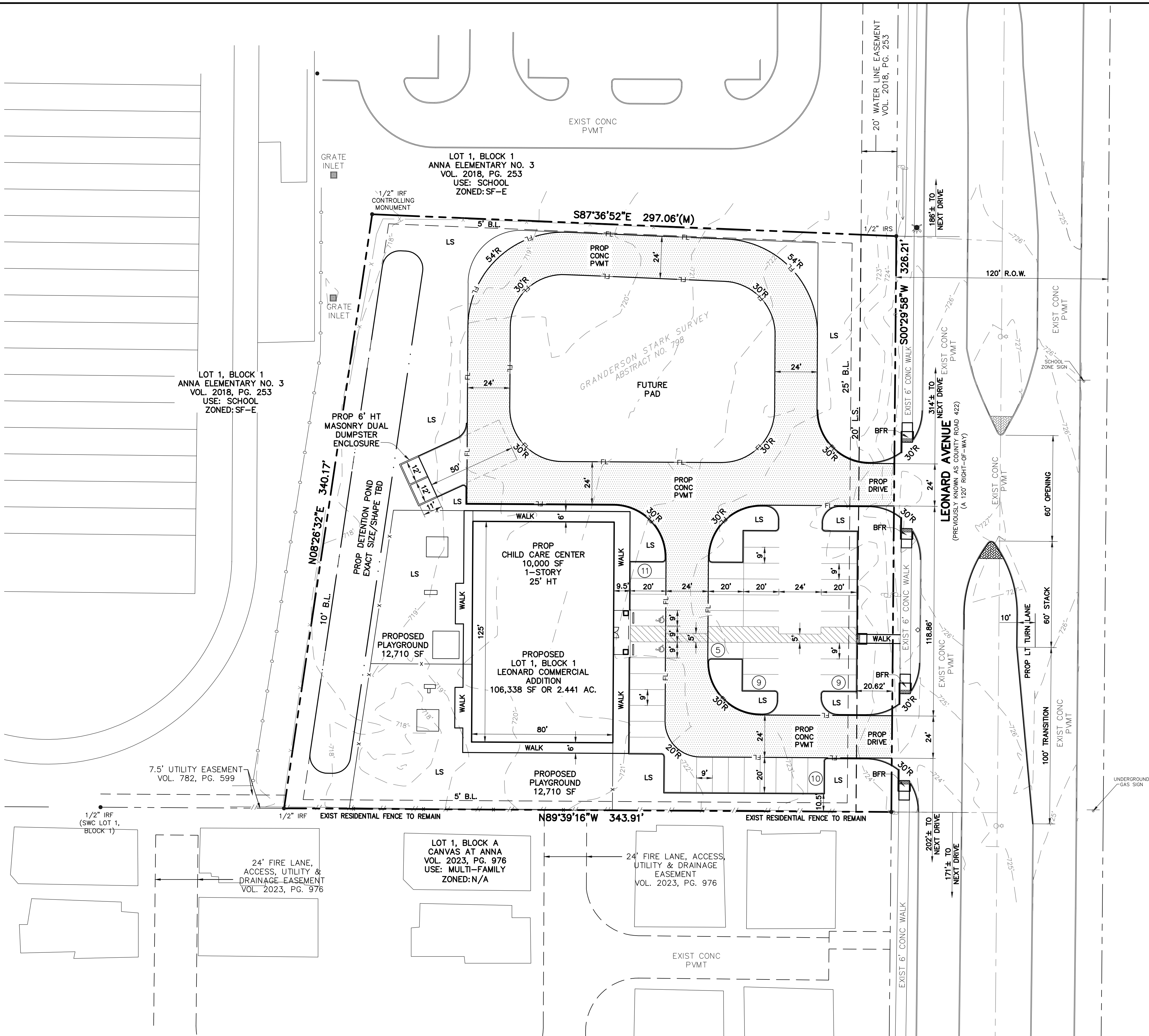
Staff recommends approving as submitted.

ATTACHMENTS:

1. Locator Map - The Learning Experience SUP (SUP 26-0001)
2. Exhibit A - The Learning Experience SUP (SUP 26-0001)

The Learning Experience SUP (SUP 26-0001)





LEGEND		
EXISTING	PROPERTY LINE	PROPOSED
	PAVEMENT	
	CENTERLINE	
	CONTOUR	
	PARKING COUNT	
	SIDEWALK	
	FIRELANE	
	PLAYGROUND FENCE	
	FENCE	
	BARRIER FREE RAMP	
	LANDSCAPE	
	POWER POLE	
	LIGHT POLE	
	FIRE HYDRANT	
	GRATE INLET	
	WATER METER	
	LANDSCAPE SETBACK	# L.S.
	BUILDING LINE	# B.L.

ITEM	
GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	C1
LAND USE (FROM ZONING ORDINANCE)	CHILD CARE FACILITY, DAYCARE
LOT AREA (SQUARE FEET & ACRES)	106,338 S.F. OR 2.441 ACRES
BUILDING FOOTPRINT AREA (SQUARE FEET)	10,000 S.F.
TOTAL BUILDING AREA (SQUARE FEET)	10,000 S.F.
BUILDING HEIGHT (# STORIES)	1-STORY
BUILDING HEIGHT (FEET-DISTANCE TO TALLEST BLDG ELEMENT)	25'
LOT COVERAGE (PERCENT - XXX%)	10,00 SF/106,338 SF= 9.40%
PARKING	
PARKING RATIO (FROM ZONING ORDINANCE)	2.5/1,000 SF
REQUIRED PARKING (# SPACES)	25
TOTAL PARKING PROVIDED (# SPACES)	44
ACCESSIBLE PARKING REQUIRED (# SPACES)	2
ACCESSIBLE PARKING PROVIDED (# SPACES)	2
PLAYGROUND	
PLAYGROUND RATIO (FROM ZONING ORDINANCE)	1/65 CHILDREN
MAX # CHILDREN	193
REQUIRED	12,545 S.F.
PROVIDED	12,710 S.F.

CITY PROJECT SUP26-0001
CONCEPT PLAN
PROPOSED LEONARD COMMERCIAL ADDITION
LOT 1, BLOCK 1
106,338 SF, 2.441 ACRES
GRANDERSON STARK SURVEY,
ABSTRACT NO. 798
CITY OF ANNA,
COLLIN COUNTY, TEXAS
JANUARY 21, 2026

OWNER
CATHERINE F. McMINIMY
3020 COUNTY ROAD 422
ANNA, TEXAS 75409
PHONE: 469-667-0635

ENGINEER
VASQUEZ ENGINEERING, LLC
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
CONTACT: JUAN J. VASQUEZ, P.E.
PHONE: 972-278-2948

DEVELOPER
HBC INTERESTS LLC
BO CLARK
2611 HARRISON,
SUITE 900
WICHITA FALLS, TEXAS 76308
PHONE: 940-767-0050 TELE

EXHIBIT A

VASQUEZ ENGINEERING, L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES WITHOUT THE WRITTEN CONSENT OF VASQUEZ ENGINEERING, L.L.C.
JUAN J. VASQUEZ, P.E.
DATED 01/21/2026
TX REG. NO. 86562 E
TX REG. F-12266

OWNER:
CATHERINE F. McMINIMY
3020 COUNTY ROAD 422
ANNA, TX 75409

CONCEPT PLAN

3020 COUNTY ROAD 422
CITY OF ANNA, TEXAS 75409

Scale: 1" = 30'

Designed by: JUV

Drawn by: DRS

Checked by: JUV

546-50dwg CONCEPT PLAN.dwg

Date: 01/21/2026

SHEET

CP1



Item No. 7.b.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/2/2026
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to establish Planned Development zoning for 29.8± acres located on the north side of W. White Street (F.M. 455), 2,670± feet west of Standridge Boulevard in accordance with an approved Development Agreement (Res. No. 2025-08-1807) (PD 26-0001)

SUMMARY:

The applicant is requesting to annex and zone 29.8± acres to a Planned Development for Light Industrial flex office buildings in accordance with an approved Development Agreement (Res. No. 2025-08-1807) (PD 26-0001).

This item is recommended for approval as submitted.

This Item requires a Public Hearing.

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

Upon recommendation by the Planning & Zoning Commission, this item is tentatively scheduled for City Council action on February 24, 2026.

BACKGROUND:

Date Submitted	01/07/2026	Jurisdiction	Annexation Pending
Owner	Ethan Wang/ Anna Flex. LLC		
Representative/Applicant	Ron Ramirez, Evolving Texas		
Requested Action	Recommendation for Light Industrial zoning		
Purpose	Flex-Office buildings		
Land Area	29.8± acres		
Location	On the north side of W. White Street (F.M. 455), 2,670± feet west of Standridge Boulevard		
Comp Plan Designation	Urban Living/Suburban Living		
Existing Zoning	ETJ		

Public Notice		No responses received	
Surrounding Properties			
	Land Use	Zoning	Comp Plan Designation
North	Vacant	Planned Development (The Villages of Hurricane Creek)	Suburban
East	Vacant	Planned Development - MF-2 (WBK)	Urban Living
South	Vacant	ETJ	Urban Living/Suburban Living
West	Vacant	Planned Development - SF-TH (Parks at Hurricane Creek)	Suburban Living

COMPATIBILITY CONSIDERATIONS

- Future Land Use Plan: The Anna 2050 Future Land Use Plan identifies this area as Urban Living and Suburban Living place types.

Urban Living Land Use Considerations

Primary Land Use

Townhomes, duplexes, condominiums, apartments, neighborhood serving retail, offices, parks and open spaces

Secondary Land Use

Small-lot, single-family detached homes as a transition to low density uses, civic and institutional uses, hotels, entertainment centers, and services

Suburban Living Land Use Considerations

Primary Land Use

Single-family detached homes, parks and open spaces, neighborhood-serving amenities

Secondary Land Use

Civic and institutional uses

Although this portion of the development is not providing residential uses, it will provide flex office spaces that may provide neighborhood-serving retail and services. The City Council has determined that the proposed development is appropriate for the area and approved a Pre-Annexation Development Agreement for the project.

- Thoroughfare Plan: White Street (FM 455) is a Major Arterial (120' R.O.W.)

ZONING

Light Industrial (I-1) as modified below:

1. Prohibited Uses

- Car Wash
- Recreational Vehicle Park
- Auto Repair - Heavy
- Truck Sales
- Adult Entertainment
- Commercial Amusement - Outdoor
- Convenience Store, Fuel Pumps
- Heavy Equipment Sales/Service, Rentals
- Amphitheater
- Athletic Field
- Golf Course
- Cemetery
- Fair grounds
- Salvage Yard
- Contractor's Storage Yard (outside)
- Funeral Services
- Transportation Uses as defined in 9.04 Zoning Ordinance
- Infrastructure Uses as defined in 9.04 Zoning Ordinance
- Fuel Pump
- Outdoor Storage
- Outdoor Display
- Donation Collection Bin
- Temporary Uses as Defined in 9.04 Zoning Ordinance

2. Parking

- The Total number of parking spaces required is 563. spaces
 - Standard/ADA parking spaces: 368 spaces
 - Garage parking: 195 spaces

P&Z ALTERNATIVES

1. Approve as submitted in accordance with the Development Agreement;
2. Approve with modifications; or
3. Deny the request.

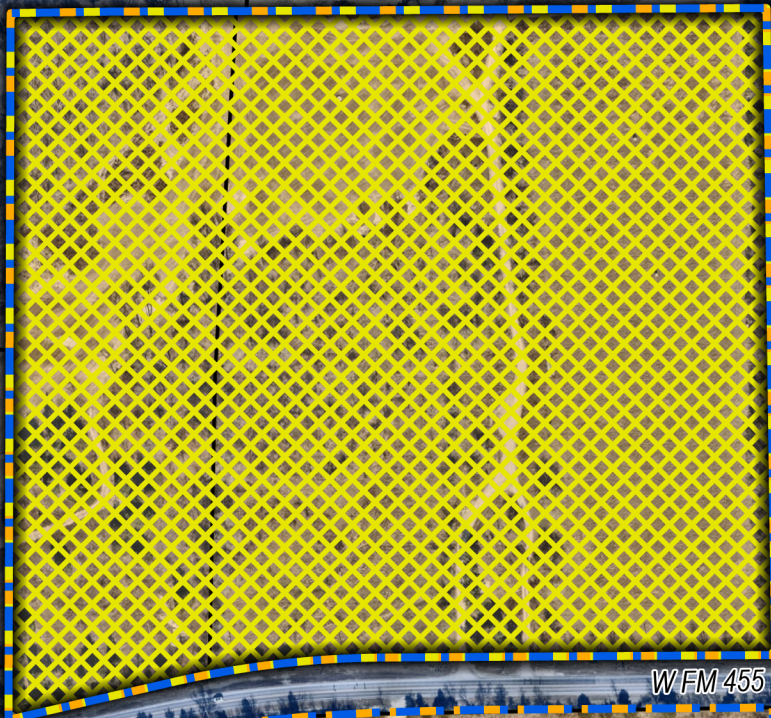
Staff recommends approving as submitted.

ATTACHMENTS:

1. Locator Map - Trinity Creek Flex Space Annexation (ANX 26-0001)
2. Exhibit A (Metes & Bounds) - Trinity Creek Flex (ANX 26-0001)
3. Res 2025-08-1807 Pre-Annexation Development Agreement (Trinity Creek)

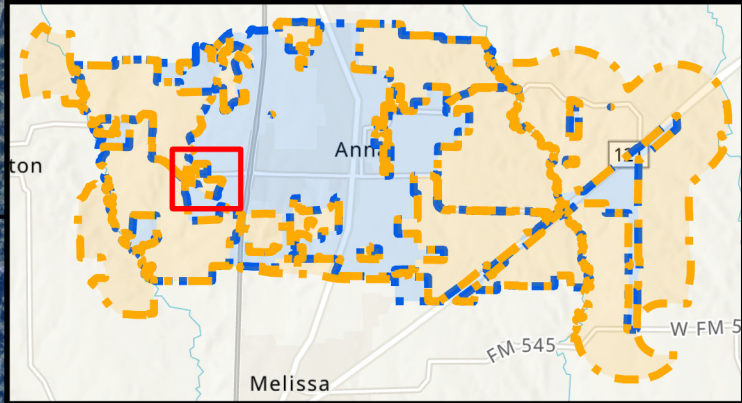
RECORDED

Trinity Creek Flex Space Annexation
(ANX 26-0001)



W FM 455

W WHITE ST



THE CITY OF
Anna

N



Subject Property



ETJ



Parcels



City Limits

0 90 180 360 540 720 Feet

February 2026

PROPERTY LEGAL DESCRIPTION:

BEING A TRACT OF LAND SITUATED IN THE J.M. KINCADE SURVEY, ABSTRACT NO. 510,
THE

J.W. MITCHELL SURVEY, ABSTRACT NO. 565 AND THE J. COFFMAN SURVEY, ABSTRACT NO.

197 IN COLLIN COUNTY, TEXAS AND BEING ALL OF A CALLED 29.818 ACRE TRACT
DESCRIBED IN A DEED TO ANNA GROUP, LLC, AS RECORDED IN INSTRUMENT NO.
2023000122760 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "G.M. GEER 3258" FOUND FOR THE
SOUTHWEST CORNER OF SAID 29.818 ACRE TRACT AND THE SOUTHEAST CORNER OF A
CALLED 77.96 ACRE TRACT DESCRIBED IN A DEED TO VALINDA PLAZA, LLC, AS
RECORDED IN INSTRUMENT NO. 20220408000573260, O.P.R.C.C.T. AND BEING ON THE
NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 455;

THENCE N 00° 17' 50" E, WITH THE WEST LINE OF SAID 29.818 ACRE TRACT AND THE EAST
LINE OF SAID 77.96 ACRE TRACT, PASSING AT A DISTANCE OF 80.07 FEET A 1/2" IRON ROD
FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 1124.67 FEET TO A 5/8" IRON ROD
WITH CAP STAMPED "SPARR SURVEY" FOUND FOR THE NORTHWEST CORNER OF SAID
29.818 ACRE TRACT AND AN ELL CORNER OF SAID 77.96 ACRE TRACT;

THENCE N 89° 14' 11" E, WITH THE NORTH LINE OF SAID 29.818 ACRE TRACT AND A
SOUTH LINE OF SAID 77.96 ACRE TRACT, A DISTANCE OF 368.95 FEET TO A 5/8" IRON ROD
WITH CAP STAMPED "TOPOGRAPHIC" SET FOR AN ANGLE POINT ON SAID NORTH LINE
OF 29.818 ACRE TRACT AND A SOUTHEAST CORNER OF SAID 77.96 ACRE TRACT, SAME
BEING A SOUTHWEST CORNER OF A CALLED 262.171 ACRE TRACT DESCRIBED IN A DEED
TO CADG HURRICANE CREEK, LLC, AS RECORDED IN INSTRUMENT NO.
20150529000631020, O.P.R.C.T.C.;

THENCE N 89° 05' 06" E, WITH SAID NORTH LINE OF 29.818 ACRE TRACT AND THE SOUTH
LINE OF SAID 262.171 ACRE TRACT, A DISTANCE OF 850.26 FEET TO A 5/8" IRON ROD
WITH CAP STAMPED "TOPOGRAPHIC" SET FOR THE NORTHEAST CORNER OF SAID 29.818
ACRE TRACT AND AN ELL CORNER OF SAID 262.171 ACRE TRACT;

THENCE S 00° 56' 51" E, WITH THE EAST LINE OF SAID 29.818 ACRE TRACT AND A WEST
LINE OF SAID 262.171 ACRE TRACT, TO AND WITH THE WEST LINE OF TRACT NO. 1, BEING
A CALLED 302.803 ACRE TRACT DESCRIBED IN A DEED TO WBK PARTNERS LDT, AS
RECORDED IN VOLUME 4292, PAGE 27 OF THE DEED RECORDS OF COLLIN COUNTY,

TEXAS (D.R.C.C.T.), A DISTANCE OF 1040.11 FEET TO A 1/2" IRON ROD FOUND (BENT) FOR THE SOUTHEAST CORNER OF SAID 29.818 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 302.803 ACRE TRACT AND BEING ON SAID NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 455;

THENCE WITH THE SOUTH LINE OF SAID 29.818 ACRE TRACT AND SAID NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 455 THE FOLLOWING:

S 89° 01' 58" W, A DISTANCE OF 642.33 FEET TO A 1/2" IRON ROD WITH CAP (ILLEGIBLE) FOUND AT THE BEGINNING OF A NON-TANGENT CURVE;

WITH CURVE TO THE LEFT, HAVING A RADIUS OF 1949.86 FEET, AN ARC LENGTH OF 388.48 FEET AND A CHORD BEARING AND DISTANCE OF S 83° 17' 03" W, 387.84 FEET TO A 1/2" IRON ROD FOUND;

S 77° 39' 15" W, A DISTANCE OF 219.77 FEET TO THE PLACE OF BEGINNING AND CONTAINING 29.815 ACRES OF LAND.

This is to certify that I have, this date, made an on the ground survey of the property located on Farm Road 455 in the City of Anna, Texas, described as follows:

TRACT 1

BEING a 106.883 acre tract of land of situated in Collin County, Texas, in the John Coffman Survey, Abstract No. 197 and in the John Kincaid Survey, Abstract No. 510, and being all that certain tract of land, Tract 1, conveyed to Anna Group, LLC, by deed recorded in Instrument Number 2023000122760, Official Public Records, Collin County, Texas, and being all that certain tract of land conveyed to Sunlit Holdings LLC, by deed recorded in Instrument Number 20190221000181710, Official Public Records, Collin County, Texas, being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found with red cap stamped "Geer" for the most northerly northeast corner of the herein described tract, same being the northwest corner of that certain tract of land to WBK Partners, Ltd., Tract 2, by deed recorded in Volume 4292, Page 27, Deed Record, Collin County, Texas, same being in the south right-of-way line of Farm Road No. 455 (on 80' right-of-way);

THENCE along the common line of said Anna tract, and said WBK Partners tract as follows:

South 01 deg. 14 min. 21 sec. East, 352.78 feet to a 3 inch bois d'arc fence post;

South 01 deg. 45 min. 55 sec. East, 177.04 feet to a 1/2 inch iron rod found with red cap (illegible) beside a corner post for an internal corner of said Anna tract, same being the southwest corner of said WBK Partners tract;

North 89 deg. 52 min. 12 sec. East, 1323.92 to a 1/2 inch iron rod found beside a corner post for an angle point;

South 71 deg. 18 min. 29 sec. East, 277.76 feet with an old fence, the most easterly northeast corner of said Anna tract, from which a 1/2 inch iron rod found bears South 69 deg. 17 min. East, 4.47 feet, same being the northwest corner of that certain tract of land to Bloomfield Homes, L.P., by deed recorded in Instrument Number 2023000068839, Official Public Records, Collin County, Texas;

THENCE Southerly with the east line of said Anna tract, the west line of said Bloomfield tract and with an old fence and hedgerow as follows:

South 24 deg. 23 min. 00 sec. West, 419.41 feet;

South 25 deg. 21 min. 53 sec. West, 293.24 feet;

South 24 deg. 17 min. 26 sec. West, 387.15 feet;

South 23 deg. 14 min. 06 sec. West 444.46 feet to a 1/2 inch iron rod found beside a corner post;

South 03 deg. 33 min. 54 sec. East, 30.38 feet to 1/2 inch iron rod found beside a corner post;

South 19 deg. 54 min. 48 sec. East, 41.83 feet to a 1/2 inch iron rod found beside a corner post;

South 42 deg. 44 min. 16 sec. East, 131.40 feet to a 1/2 inch iron rod found beside a corner post;

South 35 deg. 12 min. 13 sec. West, 177.69 feet to a 1/2 inch iron rod found with red cap stamped "Geer" for the most southerly corner of said Anna tract, same being the southwest corner of said Bloomfield tract, same being in the north line of that certain tract of land to Bloomfield Homes, L.P., by deed recorded in Instrument Number 202112200257580, aforesaid Official Public Records, from which a 1/2 inch iron rod found bears South 55 deg. 43 min. East, 8.36 feet;

THENCE northwesterly with the south line of said Anna tract, the north line said Bloomfield Homes tract, and with the evidence of a very old Road which is apparently abandoned (very little evidence of road remains), not in use since 1920, formerly known as Anna-Weston Road (per deed references) as follows:

North 55 deg. 56 min. 27 sec. West, 73.56 feet;

North 66 deg. 21 min. 09 sec. West, 67.58 feet;

North 71 deg. 14 min. 56 sec. West, 42.49 feet;

North 77 deg. 43 min. 18 sec. West, 68.50 feet;

North 80 deg. 54 min. 32 sec. West 239.90 feet;

North 78 deg. 24 min. 28 sec. West, 426.09 feet;

North 80 deg. 01 min. 33 sec. West, 234.63 feet;

North 78 deg. 59 min. 46 sec. West, 125.01 feet;

North 53 deg. 18 min. 04 sec. West, 61.31 feet;

North 06 deg. 11 min. 04 sec. West, 125.36 feet;

North 17 deg. 13 min. 24 sec. West, 15.78 feet;

North 69 deg. 36 min. 10 sec. West, 58.91 feet;

North 61 deg. 27 min. 02 sec. West, 164.75 feet;

North 88 deg. 52 min. 55 sec. West, 72.91 feet;

North 42 deg. 35 min. 16 sec. West, 246.54 feet;

North 64 deg. 23 min. 51 sec. West, 62.59 feet;

North 37 deg. 30 min. 13 sec. West, 88.02 feet;

North 06 deg. 07 min. 30 sec. West, 211.93 feet;

North 21 deg. 37 min. 28 sec. West, 346.53 feet;

TRACT 1 legal description continues:

North 89 deg. 18 min. 35 sec. West, 348.05 feet to the most westerly corner of said Anna tract, same being in the south line of that certain tract of land to Sunlit Holdings LLC, by deed recorded in Instrument Number 20190221000181710, aforesaid Official Public Records;

THENCE along the common line of said Sunlit tract and said Bloomfield Homes tract as follows:

North 55 deg. 39 min. 52 sec. West, 144.29 feet;

North 77 deg. 43 min. 25 sec. West, 264.84 feet;

North 41 deg. 09 min. 15 sec. West, 154.79 feet;

North 62 deg. 34 min. 26 sec. West, 296.45 feet;

North 67 deg. 29 min. 17 sec. West, 84.40 feet;

North 48 deg. 25 min. 15 sec. West, 82.66 feet to a 1/2 inch iron rod found for the most westerly southwest corner of the herein described tract, same being the most westerly southwest corner of said Sunlit tract, same being the northwest corner of said Bloomfield Homes tract, same being on the easterly side of a westerly bend in County Road No. 937 (a prescriptive gravel road), same being in the east line of that certain tract of land to Naomi L. Watson, by deed recorded in Instrument Number 201403130000236380, aforesaid Official Public Records;

THENCE North 03 deg. 56 min. 19 sec. East, passing at a distance of 50.00 feet, a 1/2 inch iron rod set for the northwest corner of said Sunlit tract, same being the most westerly southwest corner of aforesaid Anna tract, and continuing a total distance of 153.20 feet with the west line of said Anna tract and with the east line of said Watson tract to a 1/2 inch iron rod set with "Peiser & Mankin Sur" red plastic cap for the most westerly northwest corner of the herein described tract, same being in the south right-of-way line of aforesaid Farm Road No. 455;

THENCE easterly with the north line of the herein described tract, and the south right-of-way line of said Farm Road No. 455 as follows:

North 77 deg. 36 min. 02 sec. East, 1271.58 feet to a 1/2 inch iron rod found with red plastic cap stamped "Geer" for the beginning of a curve to the right having a radius of 1869.86 feet, a delta angle of 11 deg. 24 min. 59 sec., and a chord bearing and distance of North 83 deg. 18 min. 32 sec. East, 371.96 feet;

Easterly, along said curve to the right, an arc distance of 372.58 feet, to a 1/2 inch iron rod found for the end of said curve;

North 89 deg. 01 min. 01 sec. East, 644.81 feet to the POINT OF BEGINNING and containing 106.883 acres of computed land.

TRACT 2:

BEING a 29.818 acre tract of land of situated in Collin County, Texas, in the John Coffman Survey, Abstract No. 197 and in the John Kincaid Survey, Abstract No. 510, and being all that certain tract of land, Tract 2, conveyed to Anna Group, LLC, by deed recorded in Instrument Number 2023000122760, Official Public Records, Collin County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of the herein described tract, same being the southwest corner of that certain tract of land to WBK Partners, Ltd., Tract 1, by deed recorded in Volume 4292, Page 27, said Deed Records, same being in the north right-of-way line of Farm Road No. 455 (on 80' right-of-way);

THENCE along the common line of said Anna tract, and the north right-of-way line of said Farm Road No. 455 as follows:

South 89 deg. 01 min. 01 sec. West, 642.49 feet to a 1/2 inch iron rod found with red plastic cap stamped "Geer" for the beginning of a curve to the left having a radius of 1949.86 feet, a delta angle of 11 deg. 24 min. 59 sec., and a chord bearing and distance of South 83 deg. 18 min. 34 sec. West, 387.87 feet;

Westerly, along said curve to the left, passing at an arc distance of 239.93 feet a 1/2 inch iron rod found with red plastic cap stamped "Geer" for a point in said curve at a prior deed line, and continuing a total arc distance of 388.52 feet to a 1/2 inch iron rod found with red plastic cap (illegible) for the end of said curve;

South 77 deg. 36 min. 02 sec. West, 219.69 feet to a 1/2 inch iron rod found with red plastic cap stamped "Geer" for the southwest corner of the herein described tract, same being the southeast corner of that certain tract of land to Valinda Plaza, LLC, by deed recorded in Instrument Number 20220408000573260, aforesaid Official Public Records;

THENCE North 00 deg. 17 min. 04 sec. East, passing at a distance of 80.00 feet a 1/2 inch iron rod found at a prior deed line, and continuing a total distance of 1124.68 feet to a 1/2 inch iron rod found for the northwest corner of the herein described tract, same being the northeast corner of said Anna tract, same being an internal corner of said Valinda tract;

THENCE North 89 deg. 13 min. 24 sec. East, continuing along the common line of said Anna tract and Valinda tract, a distance of 368.98 feet to a 1/2 inch iron rod found for the most easterly southeast corner of said Valinda tract, same being a southwest corner of that certain tract of land to CADG Hurricane Creek, LLC, by deed recorded in Instrument Number 20190502000631020, said Official Public Records;

THENCE North 89 deg. 04 min. 19 sec. East, 850.34 feet along the common line of said Anna tract and said CADG tract, with an old fence and hedgerow to a 1/2 inch iron rod found for the northeast corner of said Anna tract, same being an internal corner of said CADG tract;

THENCE South 00 deg. 57 min. 38 sec. East, continuing along the common line of said Anna tract and said CADG tract, passing a southerly southwest corner of said CADG tract, same being the northwest corner of aforesaid WBK Partners Tract 1, and continuing along the common line of said Anna tract, and said WBK Partners Tract 1, a total distance of 1040.20 feet to the POINT OF BEGINNING and containing 29.818 acres of land.

PRELIMINARY; THIS DOCUMENT
SHALL NOT BE RECORDED
FOR ANY PURPOSE
5/28/2024

Timothy R. Mankin
Registered Professional Land Surveyor No. 6122

LEGEND

	GAS METER		FIRE HYDRANT		WELL		TRAFFIC SIGNAL POLE		SIGN
	IRR. CONTROL METER		FUEL PORT		TELEPHONE MANHOLE		WIRE FENCE		CONCRETE
	TELEPHONE PEDESTAL		S.W. MANHOLE		BOLLARD		COVERED AREA		A/C PAD
	POWER POLE		TRANSFORMER PAD		VAULT				
	DOWN OUT		ELECTRIC METER						
	S.S. MANHOLE		STORM DRAIN MANHOLE						
	CLEAN OUT								

Errors: The Client or Client's Representatives will have 45 days from the date the survey was issued to change any misstatements or any errors on the survey report, after this time has expired all parties involved must accept the survey as issued.

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BOUNDARY SURVEY

FARM ROAD 455

ANNA, TEXAS 75409

REVISION

NO.	DATE	REVISION
1.		
2.		
3.		

JOB NO.:	18-0728
DATE:	5/28/2024
FIELD DATE:	5/22/2024
SCALE:	1" = 400'
FIELD:	J.W.
DRAWN:	J.W.
CHECKED:	T.R.M.

PEISER & MANKIN SURVEYING, LLC
www.peisersurveying.com

1612 HART STREET
SUITE 201
SOUTH LAKE, TEXAS 76092
817-461-1806 (O)
COMMERCIAL
RESIDENTIAL
BOUNDARIES
TOPOGRAPHY
MORTGAGE

Timothy R. Mankin
Registered Professional Land Surveyor No. 6122

SHEET

2	OF	2
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CITY OF ANNA, TEXAS
RESOLUTION NO. 2025-08-1807

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE TRINITY CREEK DEVELOPMENT AGREEMENT WITH ANNA GROUP, LLC RELATING TO DEVELOPMENT OF PROPERTY FOR A PLANNED DEVELOPMENT.

WHEREAS, approximately 136.701± acres of real property located in and/or near the municipal boundaries of the City, in Collin County, Texas is intended to be developed as a mixed-use planned development (the “Property”); and

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

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

Section 1. Recitals Incorporated.

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

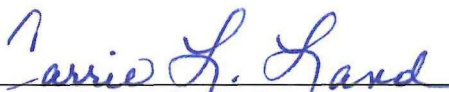
Section 2. Approval and Authority to Execute

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

PASSED by the City Council of the City of Anna, Texas, on this 12th day of August 2025.

ATTESTED:

APPROVED:


Carrie L. Land, City Secretary


Pete Cain, Mayor



TRINITY CREEK DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between the CITY OF ANNA, TEXAS, a Texas home-rule municipality (the “City”), and ANNA GROUP, LLC, a Texas limited liability company (“Developer”) (individually, a “Party”), to be effective on the Effective Date.

SECTION 1 RECITALS

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

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

WHEREAS, Developer owns an approximately 106.833-acre portion of the Property (Tract 1 of Exhibit A) (the “PID Property”); and

WHEREAS, Developer owns approximately 136.701 acres of real property, described by metes and bounds in Exhibit A and depicted in Exhibit B (the “Property”); and

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

WHEREAS, it is intended that the Property be developed as generally depicted on Exhibit C “Illustrative Layout”, and contains a mix of land uses including single-family homes of various sizes, townhomes, commercial, and industrial development to be constructed over multiple phases and is to be known and referred as Trinity Creek (the “Project”); and

WHEREAS, it is the intent of the Parties that the Property will be developed substantially in compliance with an agreed upon “Illustrative Layout” (as defined herein), which is attached hereto as Exhibit C, and which may be revised as set forth in this Agreement and in accordance with applicable City Regulations and certain development standards set forth in Exhibit D (“Development Standards”); and

WHEREAS, the Depiction of the Property (Exhibit B) is intended to generally comply with the vision of the 2050 Comprehensive Plan; and

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

WHEREAS, Developer desires and intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the PID Property (“Authorized Improvements”), which Authorized Improvements are generally identified in Exhibit E.1 and that Developer’s costs incurred therewith will be financed or reimbursed through PID Bond Proceeds; and

WHEREAS, in consideration of Developer's agreements contained herein, the City shall use reasonable efforts to exercise its powers under the PID Act to provide financing arrangements that will enable Developer to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the PID Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

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

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost(s) shown on Exhibit E.1 and approved by the City's Director of Public Works or his designee and the costs associated with the administration of the PID and the issuance of the PID Bonds); and (iii) issue, in multiple series, up to \$19,600,000 in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as described herein; and

WHEREAS, the City shall use reasonable efforts to issue PID Bonds periodically up to a maximum principal amount of \$19,600,000 in multiple series, to finance the Authorized Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, prior to or concurrent with the sale of any PID Bond issue: (a) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan and an Assessment Ordinance (collectively, the "PID Documents") and (b) the City shall have reviewed and approved the Home Buyer Disclosure Program and a landowner agreement(s) to be executed by owners of the PID Property constituting all of the acreage in the applicable phase of the PID for which PID Bonds are being issued; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID, the issuance of PID Bonds, or the preparation of documentation related thereto, including any costs incurred by the City and its consultants and advisors (excluding the fees associated with closing the PID Bonds), Developer shall be responsible for advancing such funds, shall have a right to reimbursement for certain funds advanced from PID Bond Proceeds and/or

Assessments, and the City will not be responsible for such reimbursement or the payment of such costs from any other sources of funds; and

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

WHEREAS, Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

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

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

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

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

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

SECTION 2 **DEFINITIONS**

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

2050 Comprehensive Plan means the Anna 2050 Comprehensive Plan and applicable provisions of the Anna 2050 Parks Master Plan adopted on April 27, 2021.

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

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

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

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

Authorized Improvements means all on- and off-site public water, sewer, drainage, and roadway facilities, rights-of-way, along with other public improvements, such as landscaping and screening, that benefit the Property, are to be constructed by Developer, are identified on **Exhibit E.0**, and for which the Parties intend Developer will be fully or partially reimbursed pursuant to the terms of this Agreement.

Authorized Improvements Cost means the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements and all actual costs related in any manner to the Authorized Improvements.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of a particular series of PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of the improvement as set forth by phase in **Exhibit E.1**.

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

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

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

City Code means the Anna City Code of Ordinances and all of its provisions and regulations or standards adopted by reference in said Code in effect on the Effective Date; provided, however, that as it relates to Public Infrastructure for any given phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that

phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Code and the Development Standards, the Development Standards shall control.

City Council means the City Council of the City.

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

City PID Fee means a fee per residential lot required by the City PID policy to be paid by Developer to the City for each phase of development of the PID Property and which shall be calculated based on the number of residential lots in such phase of development in accordance with Section 3.3.

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

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

Commercial Tract means, collectively, the +/-10-acre Commercial Tract, the +/-29.2-acre Industrial Tract, and the +/-9.9-acre Multi-Family & Commercial Tract as said areas are depicted in Exhibit C.

Concept Plan means the intended conceptual plan as may be approved by the City in accordance with Section 5.8 in which case it shall fully supersede and replace the Illustrative Layout.

Developer Cash Contribution means any amount required to pay Authorized Improvements Cost that for a phase of development that is not funded or reimbursed with PID Bond Proceeds from the PID Bond issued for such phase.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement of Developer executed contemporaneously with the issuance and sale of PID Bonds.

Developer Improvement Account means an account into which Developer shall deposit the Developer Cash Contribution to provide security and to fund any amount of Authorized Improvements Cost not funded or reimbursed with PID Bond Proceeds.

Development Standards mean the design specifications and construction standards identified in Section 5.12 (d) of this Agreement, including without limitation the standards set forth in **Exhibit D** and applicable City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement and the City's legal counsel has signed this Agreement, approving same as to form.

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

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

Governing Regulations mean the regulations identified in Section 5.12 of this agreement.

HOA means the homeowners association formed with respect to the Project, which shall privately function as a homeowners association for the Project to be named the Trinity Creek Homeowners Association or such similar name as may be available with Texas Secretary of State or its successors.

Home Buyer Disclosure Program means the disclosure program, administered by the Administrator, as set forth in a document in the form of **Exhibit F** or another form agreed to by the Parties, that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the PID.

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

Impact Fee Reimbursements means reimbursements paid to Developer by the City for costs attributable to oversizing Oversized Public Infrastructure as set forth in Section 5.6.

Improvement Account of the Project Fund means the construction fund account created under a particular Indenture, funded by PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the Authorized Improvements.

Indenture means a trust indenture by and between the City and a trustee bank under which a particular series of PID Bonds are issued and funds are held and disbursed.

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

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

Park Fees means those fees assessed and charged against the Project in accordance with Sections 9.02.135 and A3.006 of the City Code.

PID means the "Trinity Creek Public Improvement District" for which the City agrees to exert reasonable efforts to create for the benefit certain portions of the Project pursuant to the PID Act and this Agreement.

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

PID Bond(s) means each series of assessment revenue bonds issued by the City pursuant to the PID Act to finance the Authorized Improvements on a phase-by-phase basis.

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

PID Documents means, collectively, the PID Resolution, the SAP, and the Assessment Ordinance(s).

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

PID Resolution means the resolution adopted by the Council creating the PID.

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

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

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

SECTION 3 **PUBLIC IMPROVEMENT DISTRICTS**

3.1 Creation of the PID; Levy of Assessments. Within thirty (30) days of Developer's submission of a petition to the city requesting creation of the PID, the City shall use reasonable efforts to initiate and approve all necessary documents and resolutions, including without limitation the PID Documents, required to effectuate this Agreement, to create the PID, and to levy the Assessments. The City will prepare and approve a Preliminary Service and Assessment Plan providing for the levy of the Assessments on the PID Property. Promptly following preparation and approval of a preliminary SAP acceptable to the Parties and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the initial phase of the PID Property, the City Council shall consider an Assessment Ordinance with respect to such phase. Developer shall develop the PID Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Following the levy of the Assessment applicable to a particular phase of the Project, Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by Developer; (b) approve and accept in writing the Home Buyer Disclosure Program related to such phase; and (c) cause covenants running with the land to be recorded against the portion of the Property within the applicable phase that will bind any and all current and successor developers and owners of all or any part of such phase of the Project to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchase of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the plat of the applicable phase, except

for the Final SAP which will be recorded by the City upon its approval in accordance with the PID Act.

3.3 City PID Fee. Developer shall pay to the City, at any time at or prior to closing and delivery of any series of PID Bonds for a particular phase of development, the amount of the City PID Fee based upon the number of residential lots in the applicable phase of development for which the PID Bonds are being issued. The aggregate amount of the City PID Fee shall not exceed \$1,111,800 (327 single-family residential units multiplied by \$3,400) and shall not be refundable for any reason. The City PID Fee shall not be reimbursable from Assessments or PID Bond Proceeds. The City PID Fee shall not be increased, decreased or discounted for any reason, including without limitation a change in the number of lots ultimately developed within the PID Project.

SECTION 4

AUTHORIZED IMPROVEMENTS

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

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Contract Award. Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. Certain portions of the Budgeted Cost(s) shall be paid from the proceeds of PID Bonds in accordance with the applicable Indenture.

(b) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the development of the PID Property shall be constructed and inspected—and all fees applicable to the Project shall be paid by Developer—in accordance with applicable state law, City Regulations, the applicable Bond Ordinance and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(c) Contract Letting. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local

Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be utilized by the City as allowed by law. The Parties acknowledge that the construction contracts for the construction of Authorized Improvements have not been awarded as of the Effective Date and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Authorized Improvements, the Parties agree as follows:

(1) Developer's engineers shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including but not limited to the proposed construction contract showing the negotiated total contract price and scope of work.

(2) Developer shall submit all such documents along with a written notice of intention to let a construction contract at least twenty (20) days in advance of the date that Developer intends to execute such contract.

(3) Within fifteen (15) days after receipt of the written notice and associated documents, the City may (i) approve the amount of the contract price and provide written notice to Developer that Developer may execute the construction contract and provide a copy to the PID Administrator, which approval shall not be unreasonably withheld; or (ii) require that the contract be procured through competitive bidding or competitive sealed proposals (Competitive Procurement) solely to the extent that the Authorized Improvements for which such construction contract is to be let do not meet the parameters for exemption from the competitive bidding pursuant to Texas Local Government Code Section 252.022. If the City fails to notify Developer within such 15-day period, the City shall be deemed to have approved the contract price and authorized Developer to execute the construction contract; provided, however, no such contract shall be deemed to be approved and Developer shall not be deemed to be authorized to execute such contract unless Developer submits the written notice and associated documents with a written statement prominently displayed on the first page of the notice in bold-face, underline, capitalized text in at least 12-point size font reading as follows: "WARNING: IF THE CITY FAILS TO RESPOND TO THIS NOTICE WITHIN FIFTEEN (15) DAYS IN ACCORDANCE WITH SECTION 4.2(c)(3) OF THE TRINITY CREEK DEVELOPMENT AGREEMENT, THE SUBMITTED PROPOSED CONTRACT(S) SHALL BE DEEMED TO BE APPROVED BY THE CITY AND DEVELOPER SHALL BE DEEMED TO BE AUTHORIZED TO EXECUTE THE PROPOSED CONTRACT(S)."

(4) In order to require Competitive Procurement, the City must provide Developer with written notice of said requirement within fifteen (15) days of delivery to the City of the written notice required under Section 4.2(c)(2) above.

(5) If the City Manager requires Competitive Procurement, then Developer must: (i) advertise for and award the contract in the same manner set forth for competitive sealed bids or competitive sealed proposals Local Government Code Chapter 252 as if the City were pursuing a public improvement contract subject to said Chapter 252 as approved by the City Manager; and (ii) supply the City with true and complete copies of all notices of bid/proposal requests and all bids/proposals subsequently received.

(d) Ownership. All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City. Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements or property for the Authorized Improvements to the City and the public.

(e) Operation and Maintenance. Upon inspection, approval, and acceptance of the Authorized Improvements, the City shall maintain and operate the accepted Authorized Improvements.

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

SECTION 5

ADDITIONAL OBLIGATIONS

5.1 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Property, as generally depicted in **Exhibit G**. The design of all wastewater/sanitary sewer improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 12.10, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for wastewater/sewer facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development. The locations of said easements or other proper interests shall be approved by the City's Director of Public Works or his/her designee as part of the platting process. The costs of obtaining such easements may be included in the applicable Authorized Improvement Costs to be reimbursed to Developer through the PID.

(b) Timing of Developer's Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all wastewater/sanitary sewer improvements necessary to serve each phase of the Project prior to the recordation of the final plat covering such phase.

5.2 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Property, as generally depicted in **Exhibit H**. The design of water improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 12.10, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for water facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Property. The locations of said easements or other property interests shall be approved by the City's Director of Public Works or his/her designee as part of the platting process. The costs of obtaining such easements may be included in the applicable Authorized Improvement Costs to be reimbursed to Developer through the PID.

(b) Timing of Developer's Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water improvements necessary to serve each phase of the Project prior to the recordation of the final plat covering such phase.

5.3 Water and Wastewater Services.

(a) The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Proper continuous and adequate retail wastewater service at times and in capacities sufficient to meet the service demands of the Project as it is developed. To the extent that the City elects to be the retail water' provider to the Project or any portion thereof, it shall take all actions necessary to have the capacity to provide continuous and adequate retail water service at times and in capacities sufficient to meet the service demands of the Project as it is developed.

(b) Upon acceptance by the City of the water and wastewater facilities described herein, the City shall operate or cause to be operated said water and wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City. Upon acceptance by the City, the City shall at all times maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, orders of any governmental entity with jurisdiction over same.

5.4 Roadway Facilities and Drainage Improvements.

(a) Developer General Obligations. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property, as generally depicted in **Exhibit I**. The design of all roadway improvements shall be approved by the City in advance of the construction of same.

(b) Timing of General Obligations. Prior to the recordation of any final plat for any phase of the Project, Developer shall complete, in a good and workmanlike manner,

construction of all roadway facilities and related improvements necessary to serve such phase in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof and said infrastructure shall be designed and constructed in accordance with applicable City Regulations. Prior to the recordation of the final plat for any phase of development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval, and acceptance, City shall maintain and operate the drainage and roadway improvements for the Property. The HOA will maintain and operate all detention facilities except to the extent expressly set forth to the contrary in this Agreement.

5.5 Screening, Landscaping, and Entryways. On or before one hundred eighty (180) days after final City acceptance of the Public Infrastructure for each phase of development, Developer shall complete construction, in a good and workmanlike manner, of the landscaping, screening and entryways for such phase in accordance with City Regulations. Said improvements shall thereafter be maintained in good appearance and repair by the HOA or the POA as applicable

5.6 Infrastructure Oversizing. Developer shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property (“Oversized Public Infrastructure”) unless, by the commencement of construction, the City has made arrangements to finance the City’s portion of the costs of construction attributable to the oversizing required by the City from sources other than PID Bond Proceeds or Assessments. In the event Developer constructs or causes the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to the oversizing of the Oversized Public Infrastructure and the PID shall not be utilized for financing the costs of Oversized Public Infrastructure that is attributable to the oversizing of the Oversized Public Infrastructure. To the extent that any Oversized Public Infrastructure is included in the Capital Improvement Plan the portion of the costs shall be funded by Impact Fee Reimbursements.

5.7 Mandatory Homeowners Association and Property Owners Association.

(a) Mandatory Homeowners Association. As relates to the PID Property, Developer will create, in a manner acceptable to the City, a mandatory homeowner association (“HOA”), which HOA, whether one or more, shall be required to levy and collect from home owners within the PID Property annual fees in an amount calculated to maintain the open spaces, common areas, the Amenity Center as described and defined in this Agreement, hike and bike trails located in common areas, portions of which will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and screening walls

within the PID Property. Common areas including but not limited to the Amenity Center, the water feature, screening, landscaping, gardens, entrances to the PID Property and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way landscaping and screening by the HOA shall comply with City Regulations and the HOA shall be subject to enforcement by the City.

(b) Mandatory Property Owner's Association. As relates to the Commercial Tract, Developer will create or cause to be created, in a manner acceptable to the City, a mandatory property owner association(s) ("POA"), which POA, whether one or more, shall be required to levy and collect from property owners within the Commercial Tract annual fees in an amount calculated to maintain the open spaces, common areas, water features, sidewalks, landscaping/screening in common areas and other common areas within the Commercial Tract. All such common areas shall be maintained solely by the POA. Maintenance of public rights-of-way landscaping and screening by the POA shall comply with City Regulations and the POA shall be subject to enforcement by the City.

5.8 Illustrative Layout; Concept Plan.

(a) The Illustrative Layout illustrates the approved development layout for the Property but has not been engineered and does not represent the final design that will be approved through the final platting process. A Concept Plan will be required as part of the Zoning process identified in Section 8.1(b) and the Concept Plan, once approved by the City, shall be deemed to fully supersede and replace the Illustrative Layout for all purposes. As a result, Developer may revise the Illustrative Layout as part of an administrative approval of the Concept Plan provided the number of residential lots shown on the Illustrative Layout does not increase by greater than five percent (5%), the numbers of residential lots in each category shown on the Illustrative Layout does not increase by greater than five percent (5%), and the amount of open space shown on the Illustrative Layout does not decrease by greater than five percent (5%). If the Director of Development Services does not administratively approve such revisions to the Concept Plan within 30 days after receipt of a written request for approval, City Council approval of such revisions shall be required. Nothing in this paragraph shall preclude Developer from applying directly to the City Council for approval of any Concept Plan revisions, including revisions greater than the percentages listed herein.

(b) Except as otherwise provided in subsection (a) of this section, all other revisions to the Concept Plan require the approval of the City Council, including without limitation any approval of the Concept Plan that is part of approval of zoning.

(c) If Developer submits a Concept Plan as provided by this section and the Director of Development Services or his/her designee determines that the Concept Plan should be administratively approved, the Director of Development Services or his or her designee shall cause the approved revised Concept Plan to be attached to the official version of this Agreement

on file with the City's Secretary's office, and Developer shall record the approved revised Concept Plan in the Land Recordings of the Collin County Clerk's office.

5.9 Community Amenities. Developer will (or will cause the) design, construction, maintenance, and operation of certain amenities in the Project. Developer shall construct one or more picnic areas, greenspace with trash receptacles, interconnectivity to the trail systems as shown in Exhibit L and a children's playground with associated greenspace. General depictions of a portion of the Community Amenities are included on Exhibit L. To the extent that any Community Amenities may be included as Authorized Improvements pursuant to the PID Act, the City may, at the City's sole discretion, accept dedication of such Community Amenities, and such Community Amenities may be maintained by the City or the HOA, as applicable. To the extent any Community Amenities are not owned or dedicated to the City and maintained by the City, such Community Amenities shall be owned and maintained by the HOA.

5.10 Parkland Dedication Credit. Developer shall construct certain trails within the Project (the "Community Trails") as generally depicted on the Trail and Connectivity Map attached hereto as Exhibit K, which Community Trails are intended to be in compliance with the 2050 Comprehensive Plan (and must be a minimum of eight feet (8') in width). At the City's sole discretion, Developer shall: (a) dedicate the Community Trails to the City in fee simple and the City shall maintain the Community Trails as part of the City's pane system; or (2) grant a public access easement over the Community Trails allowing access by the general public and the HOA shall maintain the Community Trails. The Community Trails, if dedicated to the City in fee simple, may—to the extent permitted Under City Regulations—be used to offset a portion of applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind, including requirements for the payment of Park Fees.

5.11 Withholding of Building Permits, Etc. The City shall not be required to issue any building permits or certificates of occupancy or provide utilities for any structure on the Property until after final acceptance of any Authorized Improvements necessary to serve such Property. To assist in the determination as to whether building permits for any phase of development should be issued, Developer shall include all Authorized Improvements and other Public Infrastructure necessary to served such phase in the construction plans required to be submitted under applicable City Regulations.

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

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

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

(c) City Code, Article 9.05, in effect on the Effective Date (the “Sign

(d) the Illustrative Layout set forth on Exhibit B and the development regulations for the Property set forth on Exhibit D (except as otherwise approved in accordance with Section 5.14 in the event of conflicts) (the “Development Standards”);

(e) upon annexation pursuant to Section 8.1 of this Agreement, the uniform building codes, as amended from time to time, including any local amendments thereto adopted by the City (the “Building Codes”). The term “Building Codes,” as applied to a particular building shall mean the Building Codes in effect on the date the first application is filed for a building permit for the building in question. For the avoidance of doubt, the Building Codes shall only apply to the Property from and after annexation of the Property. As it relates solely to Property Public Infrastructure for any given phase of the Project—notwithstanding any provision of this Agreement—the applicable construction standards (including, without limitation, the Building Codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for such phase containing the Property Public Infrastructure in question; and

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

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

5.13 Compliance with Materials and Methods Regulations. It is expressly understood that the City Regulations (as amended by the Governing Regulations and this Agreement) are enforceable as relates to the Property and its use and development, including but not limited to any such City Regulations that would otherwise be unenforceable under Chapter 3000 of the Texas Government Code (“Materials and Methods Regulations”) and the Material and Methods Regulations are incorporated herein as if set forth in full; provided, however, to the extent of any conflict between the requirements of the Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control.

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

SECTION 6

PID BONDS

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

(1) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(2) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvement Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

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

(4) The adoption of a Service and Assessment Plan and an assessment ordinance levying assessments on all or any portion of the PID Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds.

(5) The City has formed and utilized its own financing team including, but not limited to, bond counsel, financial advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(6) The City has chosen its own continuing disclosure consultant. Any and all costs incurred by these activities will be included in City administration costs recouped from Assessments. The continuing disclosure will be divided into City disclosure and Developer disclosure, and the City will not be responsible or liable for Developer disclosure but the City's disclosures professional will be used for both disclosures.

(7) Unless otherwise agreed to by the City, the aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$19,600,000.

(8) Each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.

(9) Delivery by Developer to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

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

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

(12) Developer is not in default under this Agreement or, with respect to the Property, any other agreement to which Developer and the City are parties.

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

(14) The Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(15) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable City Regulations.

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

(17) The final maturity for any PID Bonds shall be not later than forty-five (45) years from the date of this Agreement.

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

(19) Unless otherwise agreed to by the City, the PID Bonds shall be sold and may be transferred or assigned only (i) in compliance with applicable securities laws and (ii) in minimum denominations of \$25,000 or integral multiples of \$1,000 in excess thereof; provided, however, that the limitation on transferability or assignment in this subparagraph (ii) shall not apply if the PID Bonds have a rating of not less than BBB- from Fitch Ratings or Standard & Poor's Ratings Services or Baa3 from Moody's Investors Service, Inc.

(20) If the applicable portion of Authorized Improvements has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such Authorized Improvement Costs, Developer shall, at time of closing the PID Bonds, fund or provide evidence of funding sources (including, but not limited to a letter of credit or evidence of available funds through a loan to Developer) sufficient to fund the difference between the Authorized Improvement Costs and the PID Bond Proceeds available to fund such Authorized Improvement Costs related to the applicable Authorized Improvement (without limiting any other provision, in the event Developer does not or cannot provide such funding or evidence of funding sources, the City shall not be required to sell such PID Bonds, and Developer shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).

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

(22) Developer agrees to provide periodic information and notices of material events regarding Developer and Developer's development within the PID Project in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by Developer in connection with the issuance of PID Bonds.

(23) Developer is not in default under a Developer Continuing Disclosure Agreement.

(24) The maximum tax equivalent assessment rate for the assessment levy shall not exceed \$0.76 per \$100.00 taxable assessed valuation, without prior, written consent of the City, in its sole discretion.

(25) Developer has completed and the City has accepted the Authorized Improvements for any previous phase of development; and

(26) Unless otherwise agreed to by the City, the value to lien ratio shall not be less than 2:1. The appraised value of the portion of the Property in the applicable phase to the par amount of PID Bonds issued with respect to such phase shall be confirmed by an Independent Appraisal.

(27) Developer and the City shall have entered into a PID reimbursement agreement that provides for Developer's construction of certain Authorized Improvements and the City's reimbursement to Developer of certain Authorized Improvement Costs of the applicable phase.

(28) The City's Public Works Director determines that the Authorized Improvements Cost shown on Exhibit E, as updated and amended, are reasonable.

(29) Unless otherwise agreed to by the City, the proposed structure of the PID Bond issuance does not materially conflict with the PID Financial Summary; provided that (i) changes to lot mix in connection with an approved Concept Plan, (ii) changes reflecting market prices of lots or homes at the time such PID Bonds are issued and (iii) changes reflecting market interest rates at the time of PID Bond issuance shall not be deemed material conflicts.

(30) Except for the first series of PID Bonds issued under this Agreement, Developer has constructed all of the Public Infrastructure necessary to serve the Commercial Tract at full build out.

6.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, Developer agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investor's with a true and accurate offering document for any PID Bonds. Developer agrees, represents, and warrants that any information provided by Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

6.3 Developer Cash Contribution. If at closing on any series of PID Bonds intended to fund construction of Authorized Improvements that have not already been constructed by Developer for the phase of development where such Authorized Improvements are to be constructed, and Developer has not otherwise provided evidence of available funds pursuant to Section 6.1(21) hereof, Developer shall deposit into the Developer Improvement Account the Developer Cash Contribution.

6.4 Tax Certificate. If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the IRC, Developer agrees to provide, or cause to be provided, such facts and estimates as the City

reasonably considers necessary to enable it to execute and deliver its Tax Certificate, including without limitation a schedule showing the amounts of PID Bond Proceeds that are reasonably expected to be spent at various intervals following the issuance date of the applicable series of PID Bonds, certified by an independent, third-party professional engineer, if requested by the City. Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the Authorized Improvements, Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 7

PAYMENT AND REIMBURSEMENT OF AUTHORIZED IMPROVEMENTS

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

7.2 Cost Overrun. If the total Authorized Improvements Cost for any phase of development exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund and the Developer Improvement Account (a “Cost Overrun”), Developer shall be solely responsible for the Cost Overrun, except as provided in Section 7.3 below.

7.3 Cost Underrun. Upon the final acceptance by City of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost, to the extent available in the monies on deposit in the Improvement Account of the Project Fund and the Developer Improvement Account, will be available to pay Cost Overruns on any other Authorized Improvement. Upon request by Developer, the City shall promptly confirm that such remaining amounts are available to pay such Cost Overruns, and Developer and the City will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements.

SECTION 8

ANNEXATION AND POST-ANNEXATION MATTERS

8.1 Annexation.

(a) Annexation. Within thirty (30) days of its closing on the PID Property, Developer shall submit a voluntary irrevocable petition for annexation of the ETJ Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (an “Annexation Petition”). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to legally annex the ETJ Property. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the ETJ Property within ninety (90) days following Developer’s submission of the Annexation Petition. Should the City fail to complete the annexation the ETJ Property in accordance with this Agreement, Developer shall have the right to terminate this Agreement with respect to the ETJ Property with notice to the City and, upon such termination, the ETJ Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law. Further, the City would then approve a resolution consenting to the creation of a MUD in the City’s ETJ. Subject to Section 8.1(b), the City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the ETJ Property immediately prior to the ordinance adopting the PD Zoning. Notwithstanding anything contained herein, to the extent this Agreement is terminated by Developer with respect to the ETJ Property, this Agreement shall remain in effect with respect to the Commercial Tract.

(b) Zoning. As soon as is practicable, after or in conjunction with the annexation of the ETJ Property, the City shall consider planned development zoning for the Property (including the PID Property and the Commercial Tract) consistent with the Development Standards, the Illustrative Layout, and this Agreement (each, the “PD Zoning”). Through this Agreement, Developer expressly consents and agrees to the PD Zoning of the Property. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City Council fail—within ninety (90) days after submittal of a complete and sufficient zoning application to approve the PD Zoning, or approve zoning on the Property that is in any way more restrictive than the PD Zoning without Developer consent, then Developer shall have the right to terminate this Agreement with notice to the City provided that such notice is provided in accordance with this Agreement within sixty (60) days of such action or inaction by the City Council. Within thirty (30) days following delivery of such termination notice, the City shall disannex the Property from the City and approve a resolution consenting to the creation of a MUD in the City’s ETJ. Notwithstanding the foregoing or any other provision of this Agreement, Developer may elect not to submit a zoning application and may instead rely on this Agreement to govern the use of the Property and all other matters regarding the Property or its development as set forth in this Agreement in accordance with Section 212.172 of the Texas Local Government Code. This Agreement shall govern in the event of any conflict between this Agreement and any future zoning or rezoning of the Property unless Developer consents to such future zoning or rezoning of the Property.

(c) In the absence of fault by the Developer and in the event (i) the City defaults under (a) or (b) of this Section 8.1 or (ii) PID Bonds for a particular phase of the Project are not issued as a result of any act or omission of the City, including the City's refusal to issue such PID Bonds, and a period of ninety (90) days to cure such non-occurrence has passed after the Developer provides written notice of such non-occurrence or default under this Section 8.1, then (a) the City shall—if the Developer petitions for disannexation—disannex the applicable portion of the Property for which PID Bonds have not been issued (in the case of a failure under item (ii) of this Section 8.1(c) within thirty (30) days of the filing of the disannexation petition by the Developer and such property shall thereafter be immune to involuntary annexation by the City for a period of thirty (30) years and (b) the Developer shall provide notice to the City of its intent to form a municipal utility district or similar utility or improvement district created by special act of the Texas Legislature or the TCEQ or, if necessary, any other agency with jurisdiction (a "MUD") on the portion of the Property disannexed pursuant to this paragraph and, upon such notice, the City shall be deemed to have consented to the formation of the MUD with no further action of the City or City Council required; provided that the City shall take any necessary steps or provide any documents necessary to evidence the City's consent to the creation of the MUD to the TCEQ, the Texas Attorney General or other agency or body with regulatory powers over the MUD, including but not limited to the City Council's approval of a resolution consenting to the MUD creation in a form acceptable to Developer. If PID Bonds have been issued for prior phases of the PID or assessments been levied, those phases shall remain within the limits of the City. For the avoidance of doubt and notwithstanding the foregoing or any other provision of this Agreement, this paragraph shall not apply with respect to a failure under item (ii) above and disannexation shall not be required with respect to item (ii) above in the event that PID Bonds for a particular phase of the Project are not issued by the City unless and until the Developer has (A) acted in good faith and used its best efforts to cooperate with the City, its consultants, and the underwriter of PID Bonds to successfully market the PID Bonds for sale, and (B) until the Developer has submitted its written request to the City, in the form attached hereto as Exhibit N, and the City has not authorized the issuance of PID Bonds for the requested phase within six (6) months of receipt of said written request. Other than as provided in this Section 8.1, Developers waive the right to file a petition or otherwise seek removal of any portion of the Property from the City or the City's ETJ unless and only to the extent the City is required to disannex any part of the Property under this paragraph.

(d) Survival. In the event Developer terminates this Agreement in accordance with this section, Developer's rights and remedies under this section, including disannexation and the ETJ Property's immunity to future involuntary annexation, shall survive such termination.

(e) Agreement for Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to the ETJ Property and, except as expressly provided otherwise herein, the City shall, immediately upon the effective date of any annexation, provide the Property with all those municipal services

currently offered within the City, including those which may be offered in the future, without discrimination.

8.2 Compliance with City Regulations.

(a) When not in direct conflict with the terms and conditions of this Agreement and without regard to whether any part of the Property is inside or outside the City's corporate limits at any given time—the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and design standards and all applicable fees and land dedications. The City shall be the sole authority for approval of all plats, concept plans, civil engineering plans and other development applications required under City Regulations, and the requirement to obtain approval of all such development applications shall apply to the Property to the extent applicable as if all of the Property were located within the City's corporate limits.

(b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards attached as **Exhibit D**, the Illustrative Layout as attached as **Exhibit C** (as may be revised during the Concept Plan approval process in accordance with Section 5.8 of this Agreement) and applicable City Regulations, including without limitation the Materials and Methods Regulations. All City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

8.3 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

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

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

SECTION 9 **EVENTS OF DEFAULT, REMEDIES**

9.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform)) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) days after it is due. A nondefaulting party may terminate this Agreement by giving written notice of termination to the defaulting party only if the defaulting party was previously given notice of such default in accordance with this Section 9.1 and failed to cure the default within the applicable time period(s). A notice of termination is effective as of the date the notice is deemed received under Section 12.14.

9.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement or terminating this Agreement to the extent permitted under Section 9.1 or Section 9.3.

9.3 Performance Window; Election to Terminate. In the event that, in connection with the issuance of the initial series of PID Bonds, Developer does not satisfy all of its obligations under its control pursuant to Section 6.1 applicable to the initial series of PID Bonds or does not request that the City issue the initial series of PID Bonds on or before June 1, 2028, neither Party shall thereafter be required to perform under this Agreement and this Agreement will terminate. If this Agreement is terminated under this Section 9.3 or is otherwise terminated early under Section 9.1, Developer must within (thirty) 30 days of such termination file or caused to be filed with the City an irrevocable petition by the owners of the PID Property to dissolve the PID and shall thereafter promptly undertake any and all reasonable actions to facilitate the dissolution of the PID. Notwithstanding any provision of this Agreement, Developer's obligations regarding the dissolution of the PID in accordance with this Section 9.3 shall survive such termination.

SECTION 10

ASSIGNMENT, ENCUMBRANCE

10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of Developer, or any lienholder on the Property, without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by

Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a “Party” for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party’s sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property. Notwithstanding the foregoing, no assignment of this Agreement or any rights of or receivables due Developer under this Agreement or any other agreement relating to the PID may be made by Developer to any party or entity for the purpose of or relating to the issuance of bonds or other obligations.

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

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

10.4 Notice of Assignment. Subject to Section 10.1 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under Section 10.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 11
RECORDATION AND ESTOPPEL CERTIFICATES

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

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

SECTION 12
GENERAL PROVISIONS

12.1 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty (30) years after the Effective Date (the “Original Term”). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the PID in accordance with the SAP and the Indenture.

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

12.3 Maintenance Bonds. Developer shall execute or cause to be executed a valid Maintenance Bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the public improvements, arising from defective workmanship or materials used therein, for a Bill period of two years from the date of final acceptance of the public improvements constructed under any such contract(s).

12.4 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy. The City shall inspect, as required by City Regulations, the construction of all Authorized Improvements and any Public Infrastructure necessary to support the proposed development within the Property, including without limitation water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release Developer from its responsibility to construct, or ensure the construction of adequate Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy, and/or City utility services as to any portion of the Property until all required Public Infrastructure necessary to such portion is properly constructed according to the approved engineering plans and City Regulations, and until such Public Infrastructure has been dedicated to and accepted by the City. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Developer's sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

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

12.6 Agricultural Exemption. The City acknowledges that some or all of the PID Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and—provided that Developer satisfies all of its then applicable obligations under Section 6.1—the City may not request removal of any such tax classification until PID Bonds secured by the PID Property are issued to pay for the costs of the Authorized Improvements

and related costs, notwithstanding any waiver of such exemption for other political subdivisions or public entities.

12.7 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and proper damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a “per occurrence” basis. All such insurance shall: (i) be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least thirty (30) days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

12.8 INDEMNIFICATION and HOLD HARMLESS. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE “RELEASED PARTIES”), FROM AND AGAINST ALL THIRD- PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY’S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT (TOGETHER, “CLAIMS”); AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY’S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. DEVELOPER SHALL NOT, HOWEVER, BE

REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND THE CITY, DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

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

12.10 Eminent Domain. Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the PID Bond Proceeds and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be

refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

12.11 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

Anna Group, LLC
2821 Chapman Rd.
Plano, TX 75093

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Developer's rights hereunder.

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

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

- (a) Developer's obligations hereunder are primarily for the benefit of the Property;
- (b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;
- (c) Developer's consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

- (d) the Authorized Improvements will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;
- (e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement;
- (f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code;
- (g) Developer is not required to enter into this Agreement;
- (h) The annexation procedures described in plain language in this Agreement require the Developer's consent; and
- (i) prior to the Effective Date, the City fully satisfied the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

12.14 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

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

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

And to: McCall, Parkhurst & Horton L.L.P.
Attn: Rodolfo Segura Jr
717 North Harwood, Suite 900
Dallas, Texas 75201

To Developer:

Anna Group, LLC
Attn: Ethan Wang
2821 Chapman Road
Plano, TX 75093

With a copy to:

Coats/Rose
Attn: Mindy Koehne
16000 North Dallas Parkway Suite 350
Dallas, Texas 75248

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

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

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

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

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

Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

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

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

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

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

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

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Boundary Survey
Exhibit C	Illustrative Layout
Exhibit D	Development Standards
Exhibit E	Authorized Improvements and Budgeted Costs
Exhibit E.1	Opinion of Probable Construction Costs
Exhibit E.2	OPC Exhibits
Exhibit F	Home Buyer Disclosure Program

Exhibit G	Sewer Improvements
Exhibit H	Water Improvements
Exhibit I	Roadway/Drainage Improvements
Exhibit J	Off-Site Improvements
Exhibit K	Parks, Trails, and Connectivity Plan Map
Exhibit L	Depiction of Community Amenities
Exhibit M	PID Bonds Financial Summary
Exhibit N	Form of Written Request to Levy Assessments

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

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

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

12.27 Form 1295 Certificate of Interested Parties. Prior to execution of this Agreement, Owner agrees to file with the City, pursuant to Texas Government Code Section 2252.908, a signed and completed Texas Ethics Commission (“TEC”) Form 1295 and a certification of filing with the TEC, if required by law.

12.28 Certifications. The Developer certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates currently

boycott or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended; and

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), Developer certifies that it is not a Company that boycotts energy companies and agrees they will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

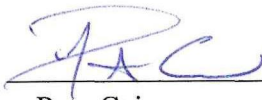
(e) Developer further certifies that, notwithstanding anything contained in this Agreement, the representations and covenants contained in this Section ____ shall survive termination of this Agreement until the statute of limitations has run. The liability for breach of the representations and covenants contained in this Section ____ during the term of this Agreement

shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

[SIGNATURES PAGES AND EXHIBITS FOLLOW; REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK]

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

CITY OF ANNA, TEXAS

By: 
Name: Pete Cain

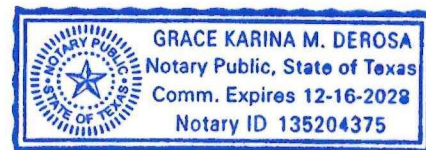
Title: Mayor

Date: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 12 day of August 2025, by Pete Cain, Mayor of the City of Anna, Texas, on behalf of said City.


Notary Public, State of Texas



[SEAL]

Approved as to form:

Clark McCoy, City Attorney

DEVELOPER:

ANNA GROUP, LLC,

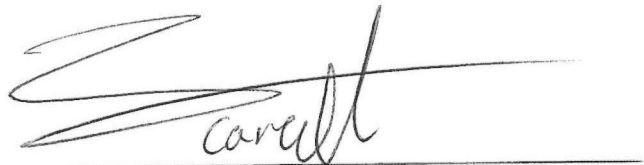
a Texas limited liability company

By: 
Ethan Wang, its Manager

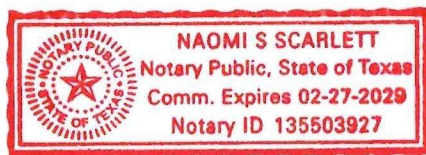
STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on the this th 20 day of August, 2025 by
Ethan Wang, manager of Anna Group, LLC, on behalf of said limited liability company.

[SEAL]



Notary Public – State of Texas



TRACT 1:

BEING a 106.883 acre tract of land of situated in Collin County, Texas, in the John Coffmon Survey, Abstract No.197 and in the John Kincaid Survey, Abstract No. 510, and being all that certain tract of land, Tract 1 conveyed to Anna Group, LLC, by deed recorded in Instrument Number 2023000122760, Official Public Records, Collin County, Texas, and being all that certain tract of land conveyed to Sunlit Holdings LLC, by deed recorded in Instrument Number 20190221000181710, Official Public Records, Collin County, Texas, being described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found with red cap stamped "Geer" for the most northerly northeast corner of the herein described tract, same being the northwest corner of that certain tract of land to WBK Partners, Ltd., Tract 2, by deed recorded in Volume 4292, Page 27, Deed Record, Collin County, Texas, same being in the south right-of-way line of Farm Road No. 455 (an 80' right-of-way);

THENCE along the common line of said Anna tract, and said WBK Partners tract follows:

South 01 deg. 14 min. 21 sec. East, 352.78 feet to a 3 inch bois d'arc fence post;

South 01 deg. 45 min. 55 sec. East, 177.04 feet to a ½ inch iron rod found with red cap (illegible) beside a corner post for an internal corner of said Anna tract, same being the southwest corner of said WBK Partners tract;

North 89 deg. 52 min. 12 sec. East, 1323.92 to a ½ inch iron rod found beside a corner post for an angle point;

South 71 deg. 18 min. 29 sec. East, 277.76 feet with an old fence, the most easterly northeast corner of said Anna tract, from which a ½ inch iron rod found bears South 69 deg. 17 min. East, 4.47 feet, same being the northwest corner of that certain tract of land to Bloomfield Homes, L.P., by deed recorded in Instrument Number 2023000068839, Official Public Records, Collin County, Texas;

THENCE Southerly with the east line of said Anna tract, the west line of said Bloomfield tract and with on old fence and hedgerow as follows:

South 24 deg. 23 min. 00 sec. West, 419.41 feet;

South 25 deg. 21 min. 53 sec. West, 293.24 feet;

South 24 deg. 17 min. 26 sec. West, 387.15 feet;

South 23 deg. 14 min. 06 sec. West 444.46 feet to a ½ inch iron rod found beside a corner post;

South 03 deg. 33 min. 54 sec. East, 30.38 feet to ½ inch iron rod found beside a corner post;

South 19 deg. 54 min. 48 sec. East, 41.83 feet to a ½ inch iron rod found beside a corner post;

South 42 deg. 44 min. 16 sec. East, 131.40 feet to a ½ inch iron rod found beside a corner post:

South 35 deg. 12 min. 13 sec. West, 177.69 feet to a ½ inch iron rod found with red cap stamped "Geer" for the most southerly corner of said Anna tract, same being the southwest corner of said Bloomfield tract, same being in the north line of that certain tract of land, to Bloomfield Homes, L.P., by deed recorded in Instrument Number 20211222002575780, aforesaid Official Public Records, from which a ½ inch iron rod found bears South 55 deg. 43 min. East, 8.36 feet;

THENCE northwesterly with the south line of said Anna tract, the north line said Bloomfield Homes tract, and with the evidence of a very old Road which is apparently abandoned (very little evidence of road remains), not in use since 1920, formerly known as Ann-Weston Road (per deed references) as follows:

North 55 deg. 56 min. 27 sec. West, 73.56 feet;
North 66 deg. 21 min. 09 sec. West, 67.58 feet;
North 71 deg. 14 min. 56 sec. West, 42.49 feet;
North 77 deg. 43 min. 18 sec. West, 68.50 feet;
North 80 deg. 54 min. 32 sec. West 239.90 feet;
North 78 deg. 24 min. 28 sec. West, 426.09 feet;
North 80 deg. 01 min. 33 sec. West, 234.63 feet;
North 78 deg. 59 min. 46 sec. West, 125.01 feet;
North 53 deg. 18 min. 04 sec. West, 61.31 feet;
North 06 deg. 11 min. 04 sec. West, 125.36 feet;
North 17 deg. 13 min. 24 sec. West, 15.78 feet;
North 69 deg. 36 min. 10 sec. West, 58.91 feet;
North 61 deg. 27 min. 02 sec. West, 164.75 feet;
North 88 deg. 52 min. 55 sec. West, 72.91 feet;
North 42 deg. 35 min. 16 sec. West, 246.54 feet;
North 64 deg. 23 min. 51 sec. West, 62.59 feet;
North 37 deg. 30 min. 13 sec. West, 88.02 feet;
North 06 deg. 07 min. 30 sec. West, 211.93 feet;

North 21 deg. 37 min. 28 sec. West, 346.53 feet;

North 89 deg. 18 min. 35 sec. West, 348.05 feet to the most westerly corner of said Anna tract, same being in the south line of that certain tract of land to Sunlit Holdings LLC, by deed recorded in Instrument Number 20190221000181710, aforesaid Official Public Records;

THENCE along the common line of said Sunlit tract and said Bloomfield Homes tract as follows:

North 55 deg. 39 min. 52 sec. West, 144.29 feet;

North 77 deg. 43 min. 25 sec. West, 264.84 feet;

North 41 deg. 09 min. 15 sec. West, 154.79 feet;

North 62 deg. 34 min. 26 sec. West, 296.45 feet;

North 67 deg. 29 min. 17 sec. West, 84.40 feet;

North 48 deg. 25 min. 15 sec. West, 82.66 feet to a ½ inch iron rod found for the most westerly southwest corner of the herein described tract, same being the most westerly southwest corner of said Sunlit tract, same being the northwest corner of said Bloomfield Homes tract, same being on the easterly side of a westerly bend in County Road No. 937 (a prescriptive gravel road), same being in the east line of that certain tract of land to Naomi L. Watson, by deed recorded in Instrument Number 201403130000236380, aforesaid Official Public Records;

THENCE North 03 deg. 56 min. 19 sec. East, passing at a distance of 50.00 feet, a ½ inch iron rod set for the northwest corner of said Sunlit tract, same being the most westerly southwest corner of aforesaid Anna tract, and continuing a total distance of 153.20 feet with the west line of said Anna tract and with the east line of said Watson tract to a ½ inch iron rod set with "Peiser & Mankin Surv" red plastic cap for the most westerly northwest corner of the herein described tract, same being in the south right-of-way line of aforesaid Farm Road No. 455;

THENCE easterly with the north line of the herein described tract, and the south right-of-way line of said Farm Road No. 455 as follows:

North 77 deg. 36 min. 02 sec. East, 1271.58 feet to a ½ inch iron rod found with red plastic cap stamped "Geer" for the beginning of a curve to the right having a radius of 1869.86 feet, a delta angle of 11 deg. 24 min. 59 sec., and a chord bearing and distance of North 83 deg. 18 min. 32 sec. East, 371.96 feet;

Easterly, along said curve to the right, an arc distance of 372.58 feet, to a ½ inch iron rod found for the end of said curve;

North 89 deg. 01 min. 01 sec. East, 644.81 feet to the POINT OF BEGINNING and containing 106.883 acres of computed land.

TRACT 2:

BEING a 29.818 acre tract of land of situated in Collin County, Texas, in the John Coffmon Survey, Abstract No. 197 and in the John Kincaid Survey, Abstract No. 510, and being all that certain tract of land, Tract 2, conveyed to Anna Group, LLC, by deed recorded in Instrument Number 2023000122760, Official Public Records, Collin County, Texas, and being described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for the southeast corner of the herein described tract, same being the southwest corner of that certain tract of land to WBK Partners, Ltd., Tract 1, by deed recorded in Volume 4292, Page 27, said Deed Records, same being in the north right-of-way line of Farm Road No. 455 (an 80' right-of-way);

THENCE along the common line of said Anna tract, and the north right-of-way line of said Farm Road No. 455 as follows:

South 89 deg. 01 min. 01 sec. West, 642.49 feet to a ½ inch iron rod found with red plastic cap stamped "Geer" for the beginning of a curve to the left having a radius of 1949.86 feet, a delta angle of 11 deg. 24 min. 59 sec., and a chord bearing and distance of South 83 deg. 18 min. 34 sec. West, 387.87 feet;

Westerly along said curve to the left, passing at an arc distance of 239.93 feet a ½ inch iron rod found with red plastic cap stamped "Geer" for a point in said curve at a prior deed line, and continuing a total arc distance of 388.52 feet to a ½ inch iron rod found with red plastic cap (illegible) for the end of said curve;

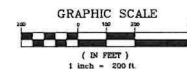
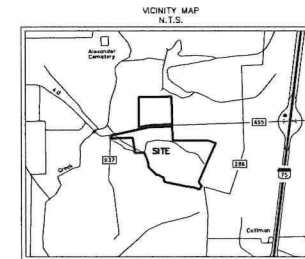
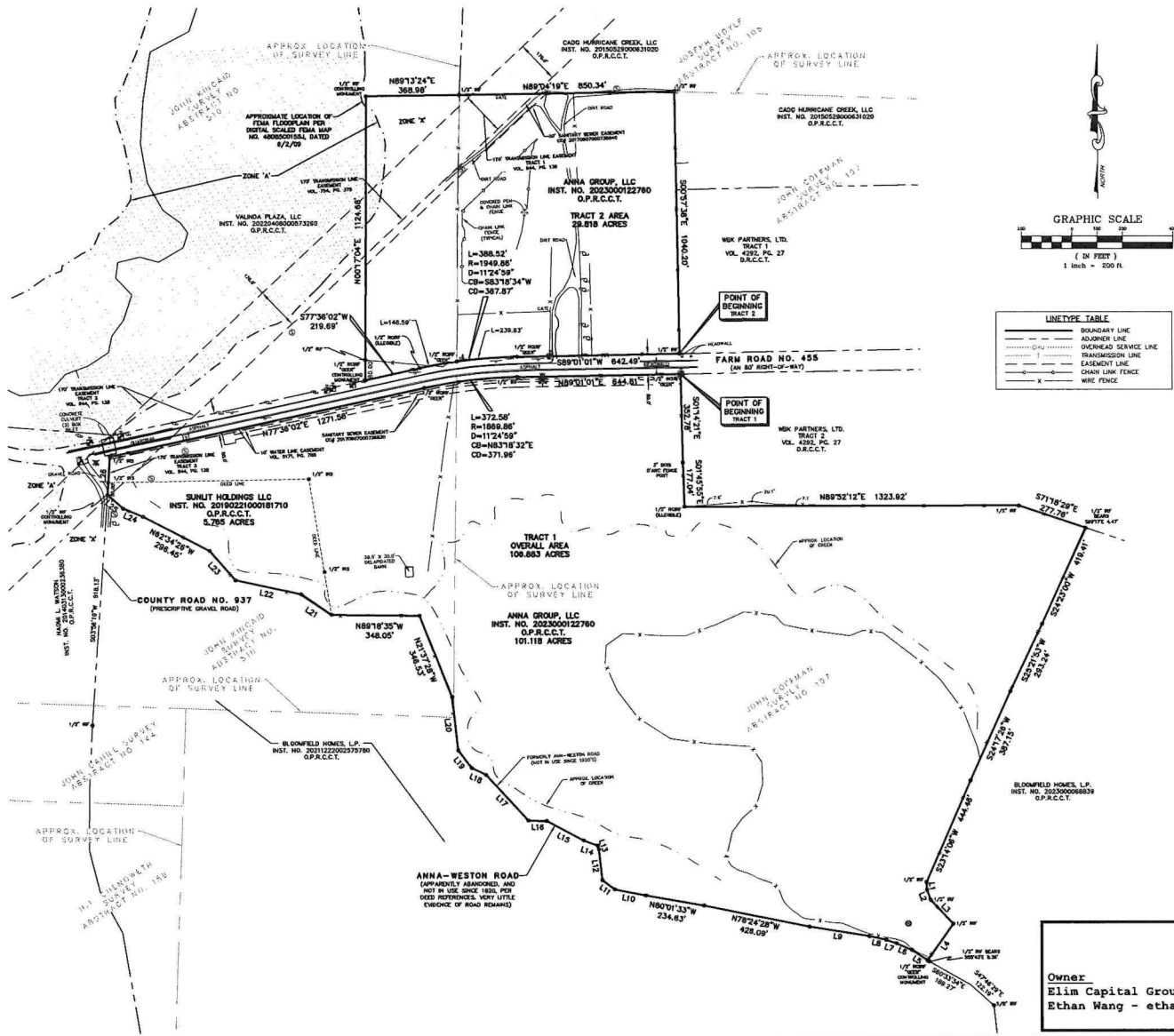
South 77 deg. 36 min. 02 sec. West, 219.69 feet to a ½ inch iron rod found with red plastic cap stamped "Geer" for the southwest corner of the herein described tract, same being the southeast corner of that certain tract of land to Valinda Plaza, LLC, by deed recorded in Instrument Number 20220408000573260, aforesaid Official Public Records;

THENCE North 00 deg. 17 min. 04 sec. East, passing at a distance of 80.00 feet a ½ inch iron rod found at a prior deed line, and continuing a total distance of 1124.68 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the northeast corner of said Anna tract, same being an internal corner of said Valinda tract;

THENCE North 89 deg. 13 min. 24 sec. East, continuing along the common line of said Anna tract and Valinda tract, a distance of 368.98 feet to a ½ inch iron rod found for the most easterly southeast corner of said Valinda tract, same being a southwest corner of that certain tract of land to CADG Hurricane Creek, LLC, by deed recorded in Instrument Number 20150529000631020, said Official Public Records;

THENCE North 89 deg. 04 min. 19 sec. East, 850.34 feet along the common line of said Anna tract and said CADG tract, with an old fence and hedgerow to a ½ inch iron rod found for the northeast corner of said Anna tract, same being on internal corner of said CADG tract;

THENCE South 00 deg. 57 min. 38 sec. East, continuing along the common line of said Anna tract and said CADG tract, passing a southerly southwest corner of said CADG tract, same being the northwest corner of aforesaid WBK Partners Tract 1, and continuing along the common line of said Anna tract, and said WBK Partners Tract 1, a total distance of 1040.20 feet to the POINT OF BEGINNING and containing 29.818 acres of land.



LINETYPE TABLE	
---	BOUNDARY LINE
- - -	ADJACENT LINE
---	OVERHEAD SERVICE LINE
---	TRANSMISSION LINE
---	EASEMENT LINE
---	CHAIN LINK FENCE
---	WIRE FENCE

This is to certify that I have, this date, made an on the ground survey of the property located on Farm Road 455 in the City of Anna, Texas, described on page 2.

NOTES:

1. IRF - Iron Rod Found
2. IRS - Iron Rod Set w/ "PEISER & MANKIN SURV" red plastic cap
3. RCIF - Red Capped Iron Rod Found
4. Basis of Bearing - Bearings of lines shown herein refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202, NAD83 (2011) Epoch 2010) as derived locally from Alterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) Methods. An average Combination Factor of 1.00014213 was used to scale grid coordinates and distances to surface.
5. This property has not been abstracted per the client's request, and this survey was performed without the benefit of a title commitment, all easements may not be shown.

LINK TABLE		
LINE	BEARING	DISTANCE
1	S 03°33'42" E	130.30'
2	S 19°54'48" E	41.81'
3	S 42°44'16" E	131.40'
4	S 25°12'10" W	117.63'
5	N 55°58'27" W	73.58'
6	N 68°01'50" W	87.58'
7	N 71°12'50" W	142.49'
8	N 71°12'50" W	142.49'
9	N 50°54'43" W	230.60'
10	N 78°58'24" W	175.01'
11	N 01°01'04" W	125.30'
12	N 01°01'04" W	125.30'
13	N 68°01'50" W	117.63'
14	N 68°01'50" W	117.63'
15	N 88°52'55" W	72.91'
16	N 42°35'16" W	246.54'
17	N 42°35'16" W	246.54'
18	N 37°50'13" W	158.02'
19	N 37°50'13" W	158.02'
20	N 55°39'52" W	144.29'
21	N 41°59'10" W	124.84'
22	N 41°59'10" W	124.84'
23	N 67°29'17" W	84.40'
24	N 48°25'15" W	92.68'
25	N 03°58'19" E	153.20'

FLOOD CERTIFICATE

As determined by the FLOOD INSURANCE RATE MAPS for Collin County, a portion of Tract 2 does appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 6/7/09 Community Panel No. 48085C0155J. If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the surveyor.

The plot of survey hereon is a true, correct and accurate representation of the property as determined by an on the ground survey. Subject to any and all easements, reservations and restrictions that may be of record, the lines and dimensions of said property being indicated by the plot. There are no visible encroachments, conflicts, or protrusions except as shown.

Trinity Creek Exhibit B

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Peiser & Mankin
Surveying, LLC
Prepared on 05.28.2024

PRELIMINARY, THIS DOCUMENT
SHALL NOT BE RECORDED
FOR ANY PURPOSE
5/28/2024

Timothy R. Monklin
Registered Professional Land Surveyor No. 6122

LEGEND

⊙	GAS METER	⊙	FIRE HYDRANT	⊙	WELL	⊙	SIGN
⊙	IRR. CONTROL VALVE	⊙	WATER METER	⊙	TRAFFIC SIGNAL POLE	⊙	LIGHT POLE
⊙	TELEPHONE PEDESTAL	⊙	FUEL PORT	⊙	TELEPHONE MANHOLE	⊙	WIRE FENCE
⊙	POWER POLE	⊙	WATER VALVE	⊙	SWR MANHOLE	⊙	CONCRETE
⊙	DOWN GUY	⊙	TRANSFORMER PAD	⊙	GAS MANHOLE	⊙	BOLLARD
⊙	S.S. MANHOLE	⊙	ELECTRIC METER	⊙	VAULT	⊙	COVERED AREA
⊙	CLEAN OUT	⊙	STORM DRAIN MANHOLE	⊙	HANDICAP SPACE	⊙	A/C PAD

Errors: The Client or Client's Representatives will know 48 days from the date the survey was issued to change any misstatements or omissions in the survey report, after this time has expired all parties involved must accept the survey as issued.

COPYRIGHT © PEISER & MANKIN SURVEYING, LLC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS SURVEY WITHOUT THE ORIGINAL SIGNATURE ARE NOT VALID.

BOUNDARY SURVEY

FARM ROAD 455
ANNA, TEXAS 75409

NO.	DATE	REVISION
1.		
2.		
3.		

JOB NO.:	18-0708
DATE:	5/28/2024
FIELD DATE:	5/22/2024
SCALE:	1" = 200'
FIELD:	J.W.
CHECKED:	T.R.M.

PEISER & MANKIN SURVEYING, LLC
www.peisersurveying.com

1812 HART STREET
SUITE 201
SOUTHLAKE, TEXAS 76082
817-481-1806 (O)
817-481-1806 (C)

COMMERCIAL
RESIDENTIAL
BOUNDARIES
EASEMENTS
TOPOGRAPHY
NORTHLINE

Timothy R. Monklin
Surveyor
Professional
Surveyor

FIRM NO. 100999-00
Member Since 1977

SHEET	1
OF	2

This is to certify that I have, this date, made an on the ground survey of the property located on Farm Road 455 in the City of Anna, Texas, described as follows:

TRACT 1

BEING a 106.883 acre tract of land of situated in Collin County, Texas, in the John Coffman Survey, Abstract No. 197 and in the John Kincaid Survey, Abstract No. 510, and being all that certain tract of land, Tract 1, conveyed to Anna Group, LLC, by deed recorded in Instrument Number 2023000122760, Official Public Records, Collin County, Texas, and being all that certain tract of land conveyed to Sunlit Holdings LLC, by deed recorded in Instrument Number 2019022100181710, Official Public Records, Collin County, Texas, being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found with red cap stamped "Geer" for the most northerly northeast corner of the herein described tract, some being the northwest corner of that certain tract of land to WKB Partners, Ltd., Tract 2, by deed recorded in Volume 4292, Page 27, Deed Record, Collin County, Texas, some being in the south right-of-way line of Farm Road No. 455 (on 80' right-of-way);

THENCE along the common line of said Anna tract, and said WKB Partners tract as follows:

South 01 deg. 14 min. 21 sec. East, 352.78 feet to a 3 inch bolo d'arc fence post;

South 01 deg. 45 min. 55 sec. East, 177.04 feet to a 1/2 inch iron rod found with red cap (illegible) beside a corner post for an internal corner of said Anna tract, some being the southwest corner of said WKB Partners tract;

North 89 deg. 52 min. 12 sec. East, 1323.92 to a 1/2 inch iron rod found beside a corner post for an angle point;

South 71 deg. 18 min. 29 sec. East, 277.76 feet with an old fence, the most easterly northeast corner of said Anna tract, from which a 1/2 inch iron rod found bears South 68 deg. 17 min. East, 4.47 feet, some being the northwest corner of that certain tract of land to Bloomfield Homes, L.P., by deed recorded in Instrument Number 2023000068639, Official Public Records, Collin County, Texas;

THENCE Southerly with the east line of said Anna tract, the west line of said Bloomfield tract and with an old fence and hedgrow as follows:

South 24 deg. 23 min. 00 sec. West, 419.41 feet;

South 25 deg. 21 min. 53 sec. West, 293.24 feet;

South 24 deg. 17 min. 26 sec. West, 387.15 feet;

South 23 deg. 14 min. 06 sec. West 444.46 feet to a 1/2 inch iron rod found beside a corner post;

South 03 deg. 33 min. 54 sec. East, 30.38 feet to 1/2 inch iron rod found beside a corner post;

South 19 deg. 54 min. 48 sec. East, 41.83 feet to a 1/2 inch iron rod found beside a corner post;

South 42 deg. 44 min. 16 sec. East, 131.40 feet to a 1/2 inch iron rod found beside a corner post;

South 35 deg. 12 min. 13 sec. West, 177.69 feet to a 1/2 inch iron rod found with red cap stamped "Geer" for the most southerly corner of said Anna tract, some being the southwest corner of said Bloomfield tract, some being in the north line of that certain tract of land to Bloomfield Homes, L.P., by deed recorded in Instrument Number 20211222002575780, aforesaid Official Public Records, from which a 1/2 inch iron rod found bears South 55 deg. 43 min. East, 8.36 feet;

THENCE northwesterly with the south line of said Anna tract, the north line said Bloomfield Homes tract, and with the evidence of a very old road which is apparently abandoned (very little evidence of road remains), not in use since 1920, formerly known as Anna-Weston Road (per deed references) as follows:

North 55 deg. 56 min. 27 sec. West, 73.56 feet;

North 66 deg. 21 min. 09 sec. West, 67.58 feet;

North 71 deg. 14 min. 56 sec. West, 42.49 feet;

North 77 deg. 43 min. 18 sec. West, 68.50 feet;

North 80 deg. 54 min. 32 sec. West 338.90 feet;

North 78 deg. 24 min. 28 sec. West, 426.09 feet;

North 80 deg. 01 min. 33 sec. West, 234.63 feet;

North 78 deg. 59 min. 46 sec. West, 125.01 feet;

North 53 deg. 18 min. 04 sec. West, 61.31 feet;

North 06 deg. 11 min. 04 sec. West, 125.36 feet;

North 17 deg. 13 min. 24 sec. West, 15.78 feet;

North 69 deg. 36 min. 10 sec. West, 56.91 feet;

North 81 deg. 27 min. 02 sec. West, 164.75 feet;

North 88 deg. 52 min. 55 sec. West, 72.91 feet;

North 42 deg. 35 min. 16 sec. West, 246.54 feet;

North 64 deg. 23 min. 51 sec. West, 62.59 feet;

North 37 deg. 30 min. 13 sec. West, 88.02 feet;

North 06 deg. 07 min. 30 sec. West, 211.93 feet;

North 21 deg. 37 min. 28 sec. West, 346.53 feet;

TRACT 1 legal description continued:

North 89 deg. 18 min. 35 sec. West, 348.05 feet to the most westerly corner of said Anna tract, some being in the south line of that certain tract of land to Sunlit Holdings LLC, by deed recorded in Instrument Number 20190221000181710, aforesaid Official Public Records;

THENCE along the common line of said Sunlit tract and said Bloomfield Homes tract as follows:

North 55 deg. 39 min. 52 sec. West, 144.29 feet;

North 77 deg. 43 min. 25 sec. West, 264.84 feet;

North 41 deg. 09 min. 15 sec. West, 154.79 feet;

North 62 deg. 34 min. 26 sec. West, 296.45 feet;

North 67 deg. 29 min. 17 sec. West, 84.40 feet;

North 48 deg. 25 min. 15 sec. West, 82.66 feet to a 1/2 inch iron rod found for the most westerly southwest corner of the herein described tract, some being the most westerly southwest corner of said Sunlit tract, some being the northwest corner of said Bloomfield Homes tract, some being on the easterly side of a westerly bend in County Road No. 937 (a prescriptive gravel road), some being in the east line of that certain tract of land to Naomi L. Watson, by deed recorded in Instrument Number 201403130000236380, aforesaid Official Public Records;

THENCE North 03 deg. 56 min. 19 sec. East, passing at a distance of 50.00 feet, a 1/2 inch iron rod set for the northwest corner of said Sunlit tract, some being the most westerly southwest corner of aforesaid Anna tract, and continuing a total distance of 153.20 feet with the west line of said Anna tract and with the east line of said Watson tract to a 1/2 inch iron rod set with "Peiser & Mankin Surv" red plastic cap for the most westerly northwest corner of the herein described tract, some being in the south right-of-way line of aforesaid Farm Road No. 455;

THENCE easterly with the north line of the herein described tract, and the south right-of-way line of said Farm Road No. 455 as follows:

North 77 deg. 36 min. 02 sec. East, 1271.58 feet to a 1/2 inch iron rod found with red plastic cap stamped "Geer" for the beginning of a curve to the right having a radius of 1869.86 feet, a delta angle of 11 deg. 24 min. 59 sec., and a chord bearing and distance of North 83 deg. 16 min. 32 sec. East, 371.66 feet;

Easterly, along said curve to the right, on arc distance of 372.58 feet, to a 1/2 inch iron rod found for the end of said curve;

North 89 deg. 01 min. 01 sec. East, 644.81 feet to the POINT OF BEGINNING and containing 106.883 acres of computed land

TRACT 2:

BEING a 29.818 acre tract of land of situated in Collin County, Texas, in the John Coffman Survey, Abstract No. 197 and in the John Kincaid Survey, Abstract No. 510, and being all that certain tract of land, Tract 2, conveyed to Anna Group, LLC, by deed recorded in Instrument Number 2023000122760, Official Public Records, Collin County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of the herein described tract, some being the southwest corner of that certain tract of land to WKB Partners, Ltd., Tract 1, by deed recorded in Volume 4292, Page 27, said Deed Records, some being in the north right-of-way line of Farm Road No. 455 (on 80' right-of-way);

THENCE along the common line of said Anna tract, and the north right-of-way line of said Farm Road No. 455 as follows:

South 89 deg. 01 min. 01 sec. West, 642.49 feet to a 1/2 inch iron rod found with red plastic cap stamped "Geer" for the beginning of a curve to the left having a radius of 1949.86 feet, a delta angle of 11 deg. 24 min. 59 sec., and a chord bearing and distance of South 83 deg. 18 min. 34 sec. West, 387.87 feet;

Westerly, along said curve to the left, passing at an arc distance of 239.93 feet a 1/2 inch iron rod found with red plastic cap stamped "Geer" for a point in said curve at a prior deed line, and continuing a total arc distance of 388.52 feet to a 1/2 inch iron rod found with red plastic cap (illegible) for the end of said curve;

South 77 deg. 36 min. 02 sec. West, 219.69 feet to a 1/2 inch iron rod found with red plastic cap stamped "Geer" for the southeast corner of the herein described tract, some being the southeast corner of that certain tract of land to Valinda Plaza, LLC, by deed recorded in Instrument Number 20220408000573260, aforesaid Official Public Records;

THENCE North 00 deg. 17 min. 04 sec. East, passing at a distance of 60.00 feet a 1/2 inch iron rod found at a prior deed line, and continuing a total distance of 1124.68 feet to a 1/2 inch iron rod found for the northwest corner of the herein described tract, some being the northeast corner of said Anna tract, some being an internal corner of said Valinda tract;

THENCE North 89 deg. 13 min. 24 sec. East, continuing along the common line of said Anna tract and Valinda tract, a distance of 368.96 feet to a 1/2 inch iron rod found for the most easterly southeast corner of said Valinda tract, some being a southwest corner of that certain tract of land to CADG Hurricane Creek, LLC, by deed recorded in Instrument Number 20150529000631020, said Official Public Records;

THENCE North 89 deg. 04 min. 19 sec. East, 850.34 feet along the common line of said Anna tract and said CADG tract, with an old fence and hedgrow to a 1/2 inch iron rod found for the northeast corner of said Anna tract, some being an internal corner of said CADG tract;

THENCE South, 00 deg. 57 min. 38 sec. East, continuing along the common line of said Anna tract and said CADG tract, passing a southerly southwest corner of said CADG tract, some being the northwest corner of aforesaid WKB Partners Tract 1, and continuing along the common line of said Anna tract, and said WKB Partners Tract 1, a total distance of 1040.20 feet to the POINT OF BEGINNING and containing 29.818 acres of land.

LEGEND

1	GAS METER	2	FIRE HYDRANT	3	WELL	4	SIGN
5	IRIS CONTROL VALVE	6	WATER METER	7	TRAFFIC SIGNAL POLE	8	LIGHT POLE
9	TELEPHONE PEDESTAL	10	FUEL PORT	11	TELEPHONE MANHOLE	12	WIRE FENCE
13	POWER POLE	14	WATER VALVE	15	CONCRETE	16	BOLLARD
17	DOWN GUY	18	TRANSFORMER PAD	19	GAS MANHOLE	20	COVERED AREA
21	S.S. MANHOLE	22	ELECTRIC METER	23	VAULT	24	COVERED AREA
25	CLEAN OUT	26	STORM DRAIN MANHOLE	27	HANDICAP SPACE	28	A/C PAD

Errors: The Client or Client's Representatives will have 45 days from the date the survey was issued to change any misreadings or any errors on the survey report, after this time has expired no parties involved must accept the survey as issued.

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BOUNDARY SURVEY

FARM ROAD 455

ANNA, TEXAS 75409

Trinity Creek
Exhibit B

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Peiser & Mankin
Surveying, LLC
Prepared on 05.28.2024

PRELIMINARY. THIS DOCUMENT
SHALL NOT BE RECORDED
FOR ANY PURPOSE
5/28/2024

Timothy R. Mankin
Registered Professional Land Surveyor No. 8122

PEISER & MANKIN SURVEYING, LLC
www.peisersurveying.com

JOB NO.: 18-0720
DATE: 5/28/2024
FIELD DATE: 5/22/2024
SCALE: 1" = 400.0'
FIELD: JWM
DRAWN: JWM
CHECKED: FRM

1612 HART STREET
SUITE 201
SOUTHPLAKE, TEXAS 76092
817-481-1806 (O)

COMMERCIAL
RESIDENTIAL
TOPOGRAPHY
MORTGAGE

Survey
Professionals
Surveyors
Member Since 1977

EXHIBIT D

DEVELOPMENT STANDARDS FOR TRINITY CREEK

I. Introduction

- a. The permitted uses and standards for the development of the Property shall be in accordance with the following: SF-6.0 Single-Family Residential District (SF-6.0), SF-7.2 Single-Family Residential District (SF-7.2), MF Multifamily Residential District (MF) and Local Commercial District (C-1), Regional Commercial District (C-2), and Light Industrial District (I-1) of the Zoning Ordinance and applicable City Regulations, except as amended and modified in these Development Regulations and this Agreement, including without limitation the City's Planning and Development Regulations.
- b. Disclaimer: Zoning Ordinance modifications set forth herein are specifically related to the Property associated with this Development Agreement and shall not apply to any additional areas within or outside of the city limits.
- c. Where there is a conflict between these Development Standards and the City's Zoning Ordinance, these Development Standards shall control.
- d. Terms not defined in these Development Standards shall have the meanings ascribed to them in the City's Zoning Ordinance or the Development Agreement, as applicable. When there is a conflict between the City's Zoning Ordinance and the Development Agreement, the Development Agreement shall control.
- e. For the purpose of this document, deletions of certain Zoning Ordinance and Landscape Regulation provisions that are not applicable are ~~indicated~~ in green text that has been struck through, and Additions or Changes (i.e., added or revised development standards that are in addition to or differ from the Zoning Ordinance and Landscape Regulations) are indicated with underlined Green text.) If there are no proposed changes to the underlying zoning regulations, they will not be shown herein.

II. Exhibits

The following exhibits are incorporated into these Development Standards:

1. Exhibit A – Metes and Bounds
2. Exhibit B – Boundary Survey
3. Exhibit C – Illustrative Layout

4. Exhibit D – Development Standards
5. Exhibit E.0 - Phasing Exhibit
6. Exhibit E.1 - Opinion of Probable Construction Costs (OPC)
7. Exhibit E.2 - OPC Exhibits
8. Exhibit F – Home Buyer Disclosure Program
9. Exhibit G – Sewer Improvements
10. Exhibit H – Water Improvements
11. Exhibit I – Roadway Improvements
12. Exhibit J – Drainage Improvements
13. Exhibit K – Parks, Trails, and Connectivity Plan Map
14. Exhibit L – Renderings of Community and Amenities
15. Exhibit M – PID Financial Summary

III. Creation of Phases/Tracts

This Property is divided into five tracts: SF Phase 1 Tract, SF Phase 2 Tract, Multi-Family and Commercial Tract, Commercial Tract, and Industrial Tract, as shown on Exhibit C – Illustrative Layout.

IV. Illustrative Layout

- a. Development shall generally comply with Exhibit C – “Illustrative Layout”. Where there is a conflict between the Illustrative Layout and these Development Standards, these Development Standards shall control.
- b. Lot sizes in the SF Phase 1 and SF Phase 2 areas may be mixed within each area to provide additional options and character to project but will generally follow the areas depicted in Exhibit C – “Illustrative Layout”.
- c. Infrastructure Improvements: As shown on the Illustrative Layout, the east/west right-of-way (R.O.W.) that traverses between the Commercial and Multifamily areas, south of West White Street shall be a minimum of 60-foot wide R.O.W. until it crosses the creek, where it will transition to a minimum 50-foot R.O.W. and constructed as a minor collector. The R.O.W. that is adjacent to the amenity center shall be a minimum 50-foot wide R.O.W.

V. Concept Plan

- a. A concept plan for any area where new construction is requested must be approved by the City Council prior to the application for any building permit for that new construction. The concept plan may cover only the building site and adjacent streets; the plan is not required to cover the entire tract.
- b. Details on a Concept Plan that differ from the Illustrative Layout may be authorized by the City Council as part of the zoning process if these details meet the following criteria:
 - i. Does not alter the basic relationship of the proposed single-family development area to adjacent property;
 - ii. alter permitted uses;
 - iii. increases density;
 - iv. increases building height;
 - v. increases site coverage;
 - vi. decreases the off-street parking ratio; and
 - vii. reduces the yards provided at the boundary of the site.
- c. The City Council will approve a Concept Plan if the plan conforms to these Development Standards.

VI. Fencing

- a. All fences on the portion(s) of a residential lot adjacent to an open space/common area lot(s), with the exception of lots backing and/or siding to required Homeowners Association (H.O.A.) lots adjacent to major/minor thoroughfares and internal primary entrance roadways, must be ornamental metal fences, such as wrought iron or tubular steel.
- b. Fences constructed between residences may be wood. All wood privacy fencing between residences shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing are prohibited.
- c. Wood fencing of a uniform design shall be constructed along the rear or side lot lines of single-family homes that are adjacent to H.O.A. common area lots running parallel to the primary streets, identified on the Illustrative Layout, within the interior of the community.

VII. Private Amenities

- a. The greenbelt, pocket parks, and linear park areas shall be provided in the general location shown on the Illustrative Layout; provided, however, that the final locations of the greenbelt, pocket parks and linear park areas shall be determined at the time of Concept Plan approval and may be approved in phases per platting approval. The Director of Development Services or his/her designee is authorized to administratively approve modifications to the locations of the creek corridor, pocket parks and linear park areas during the platting stage or the permitting stage.
- b. The location of the trail system shall be in general conformance with the Illustrative Layout and Parks, Trails and Connectivity Plan Map; provided, however, that the final locations of the trail system shall be determined at the time of Concept Plan approval and may be approved in phases per platting approval. The Director of Development Services or his/her designee is authorized to administratively approve modifications to the locations of the trail system during the platting stage or the permitting stage.
- c. Two pocket parks with a minimum of 1.5+ acres and 0.5 acres shall be provided in addition to the greenbelt and linear park areas.
- d. A private amenity center facility shall be provided as part of the development. The amenity center facility shall include, at a minimum, a pool, bathroom facilities, guest parking, and associated improvements.
- e. The greenbelt, linear park, and pocket parks shall be dedicated to the City and maintained by a homeowners association, except as otherwise set forth in the Development Agreement. NOTE: Dedication to the City opens the park areas to the general public with costs borne by the H.O.A.
- f. All plans and specifications for the construction of such amenities and improvements must be reviewed and approved by the Director of Neighborhood Services, or applicable designees. Developer may receive credits against Park Fees as set forth in the Development Agreement.
- g. The trail system shall be accessible and open to the general public.
- h. All sidewalks shall be in accordance with Exhibit I.

VIII. Sidewalks

- a. Refer to Exhibit K – “Parks, Trails, and Connectivity Plan Map” for sidewalk locations.
- b. Sidewalks will be the width and location for single-family areas as stipulated in the City Design Standards.
- c. Sidewalks constructed as part of a trail shall be a minimum of 8' wide.

IX. SF Phase 1 Regulations

- a. Base zoning district
 - i. The base zoning district shall be SF-6.0 Single-Family Residence District (SF-6.0) and SF-7.2 Single-Family Residence District (SF-7.2) for the phase labeled “SF Phase 1” on the Illustrative Layout (Exhibit C).
 - ii. The maximum number of single-family dwelling lots located in Phase 1 shall be as follows:
 - Maximum number of residential lots (combined total of SF-6.0 and SF-7.2 but not including common area or open space lots): 200 lots.
 - Maximum number of Mixed-Density (MD) lots: 140 lots.
 - iii. A twenty percent reduction to minimum depths are allowed at knuckles and cul-de-sacs as long as minimum square footage of the zoning district is met.
 - iv. Where adjacent to a H.O.A. lot along interior residential primary streets, side yard shall be considered “interior”.
- b. Permitted uses
 - i. Except as provided in this subsection, the only main uses permitted are those uses permitted in the SF-6 and SF-7.2 Districts.
 - ii. The following additional main use is permitted by right
 - Attached Single-Family Dwellings following Mixed-Density (MD) regulations.
- c. Architectural
 - i. Building articulation. All residential buildings shall be constituted in such a manner to include masonry construction covering at least eighty percent (80%) of the total exterior walls, excluding doors, windows, and box outs. Masonry materials consist of brick, brick veneer, stone, or stone veneer.

and cement plaster. Furthermore, at least one articulation technique is required on each single-family home detached or attached residential dwelling unit to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(A) A base course or plinth course; lintels, sunscreens, banding, moldings, or stringcourse; quoins; oriels; cornices; aches; balconies; shutters; keystones; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the structure's corners for at least 16 inches.)

(B) Horizontal banding continuing the length of the wall facing a street or other similar highly visible areas.

(C) The installation of at least two (2) coach lights.

(D) Other techniques for building articulation can be substituted if administratively approved by the director administrative official.

(E) The use of masonry on the front elevations with 100 percent coverage, not including windows and doors and garages.

ii. Roof treatment

(A) Except for porch roofs and shed roofs, overall pitched roofs shall have a minimum slope of 6" 8" X 12" (six eight inches vertical rise for every 12 inches horizontal run), and the secondary roof pitch a minimum 6" x 12" (six inches vertical rise for every 12 inches horizontal run), with both having an overhang at least 1' (one foot) beyond the building wall; however, the overhang shall not encroach into a setback more than one foot. Porch roofs and shed roofs must have a minimum pitch of 4" x 12". Roofs of architectural metal can be 5" x 12" pitch.

(B) Roofing materials in all residential districts may only consist of architectural asphalt shingles (including laminated dimensional shingles) or architectural metal roofing. Should architectural shingles be used as

roofing material, said shingles shall be accompanied by a minimum 25-year warranty.

d. Open Areas

- i. For all open space/common area parcels, developers shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of public street frontage along such open space/common area lot. Trees may be grouped or clustered to facilitate site design.
- ii. Minor modifications: The Director of Development Services of his/her designee is authorized to administratively approve modifications to landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.
- iii. A minimum 10-foot-wide common area tract to be owned and maintained by the homeowners association will be required along both sides of the two primary neighborhoods streets as shown on the Illustrative layout, from West White Street to where the roadways cross the creek to the south. Within the 10-foot-wide common area tract(s), Developer shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of street frontage. Trees may be grouped or clustered to facilitate site design.

e. Rentals

A maximum of five percent rental units are permitted in th is phase.

X. SF Phase 2 Regulations

a. Base zoning district

- i. The base zoning district shall be SF-7.2 Single-Family Residence District (SF-7.2) for the phase labeled "SF Phase 2" on the Illustrative Layout (Exhibit C).
- ii. The maximum number of single-family dwelling lots located in Phase 2 shall be as follows:

- Maximum number of residential lots (combined total of SF-6.0 and SF-7.2 but not including common area or open space lots): 200 lots.
- iii. A twenty percent reduction to minimum depths are allowed at knuckles and cul-de-sacs as long as minimum square footage of the zoning district is met.
 - iv. Where adjacent to a H.O.A. lot along interior residential primary streets, side yard shall be considered “interior”.
- b. Permitted uses
- i. The only main uses permitted are those uses permitted in the SF-6 and SF-7.2 Districts.
- c. Architectural
- i. Building articulation. All residential buildings shall be constituted in such a manner to include masonry construction covering at least eighty percent (80%) of the total exterior walls, excluding doors, windows, and box outs. Masonry materials consist of brick, brick veneer, stone, or stone veneer, and cement plaster. Furthermore, at least one articulation technique is required on each single-family home detached or attached residential dwelling unit to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.
 - (A) A base course or plinth course; lintels, sunscreens, banding, moldings, or stringcourse; quoins; oriels; cornices; aches; balconies; shutters; keystones; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the structure’s corners for at least 16 inches.)
 - (B) Horizontal banding continuing the length of the wall facing a street or other similar highly visible areas.
 - (C) The installation of at least two (2) coach lights.
 - (D) Other techniques for building articulation can be substituted if administratively approved by the director

administrative official.

(E) The use of masonry on the front elevations with 100 percent coverage, not including windows and doors and garages.

ii. Roof treatment

(A) Except for porch roofs and shed roofs, overall pitched roofs shall have a minimum slope of 6" 8" X 12" (~~six eight~~ inches vertical rise for every 12 inches horizontal run), and the secondary roof pitch a minimum 6" x 12" (six inches vertical rise for every 12 inches horizontal run), with both having an overhang at least 1' (one foot) beyond the building wall; however, the overhang shall not encroach into a setback more than one foot. Porch roofs and shed roofs must have a minimum pitch of 4" x 12". Roofs of architectural metal can be 5" x 12" pitch.

(B) Roofing materials in all residential districts may only consist of architectural asphalt shingles (including laminated dimensional shingles) or architectural metal roofing. Should architectural shingles be used as roofing material, said shingles shall be accompanied by a minimum 25-year warranty.

d. Open Areas

- i. For all open space/common area parcels, developers shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of public street frontage along such open space/common area lot. Trees may be grouped or clustered to facilitate site design.
- ii. Minor modifications: The Director of Development Services of his/her designee is authorized to administratively approve modifications to landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.
- iii. A minimum 10-foot-wide common area tract to be owned and maintained by the homeowners association will be required along both sides of the two primary neighborhoods streets as shown on the

Illustrative layout, from West White Street to where the roadways cross the creek to the south. Within the 10-foot-wide common area tract(s), Developer shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of street frontage. Trees may be grouped or clustered to facilitate site design.

e. Rentals

- i. A maximum of five percent rental units are permitted in this phase.

XI. Multi-Family and Commercial Tract Regulations

a. Base zoning district

- i. The base zoning districts shall be MF Multifamily Residential District (MF) and C-1 Local Commercial District (C-1) for the tract labeled "Multi-Family and Commercial" on the Illustrative Layout (Exhibit C).

b. Permitted uses

- i. The only permitted uses are the following:
 - Multifamily designed as senior living community. This area shall have restrictive covenants that restrict the occupancy by age and family size.
 - Health Care facilities that correlate with the senior citizen population of the area.
 - Regarding the proposed commercial zoning district, the only main uses permitted, except as prohibited below, are those uses permitted in the C-1 Local Commercial District (C-1).

c. Prohibited uses

- i. The following uses are prohibited:
 - Bed and breakfast facility (S)
 - Boarding/rooming facility (S)
 - Hotel/motel (S)
 - Carwash
 - Bar (75% sales from alcohol)
 - Brewpub/Wine Bar
 - Cannabidiol (CBD) shop (S)
 - Cigar and smoke shops (S)
 - Cigar lounge (S)
 - Commercial amusement (indoor) (S)
 - Commercial amusement (outdoor) (S)

- Convenience store, fuel pumps
- Cemetery (S)
- School (S)
- Technical school (S)
- Chemical dependency facility

d. Architectural

- i. All residential buildings shall be constituted in such a manner to include masonry construction covering at least eighty percent (80%) of the total exterior walls, excluding doors, windows, and box outs. Masonry materials consist of brick, brick veneer, stone, or stone veneer, and cement plaster.

e. Parking

Dwellings - Multifamily	<u>1 space for each one (1) bedroom unit</u> <u>2 spaces for every unit containing two (2) bedrooms or more.</u>	50% of the required parking must be covered, not including visitor parking, plus 0.25 per dwelling unit for visitor parking and evenly dispersed.
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f. Open Areas

- i. A minimum 10-foot-wide common area tract to be owned and maintained by the homeowners association will be required along both sides of the two primary neighborhoods streets as shown on the Illustrative layout, from West White Street to where the roadways cross the creek to the south. Within the 10-foot-wide common area tract(s), Developer shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of street frontage. Trees may be grouped or clustered to facilitate site design.

XII. Commercial Tract Regulations

- a. Base zoning district
 - i. The base zoning district shall be C-2 Regional Commercial District (C-2) for the tract labeled "Commercial Tract" on the Illustrative Layout (Exhibit C).
- b. Permitted uses
 - i. The only main uses permitted are those uses permitted in the C-2 Regional Commercial District (C-2).
- c. Open Areas
 - i. A minimum 10-foot-wide common area tract to be owned and maintained by the homeowner's association will be required along both sides of the two primary neighborhoods streets as shown on the Illustrative layout, from West White Street to where the roadways cross the creek to the south. Within the 10-foot-wide common area tract(s), Developer shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of street frontage. Trees may be grouped or clustered to facilitate site design.

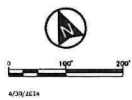
XIII. Industrial Tract Regulations

- a. Base zoning district
 - i. The base zoning district shall be Light Industrial District (I-1) for the tract labeled "Industrial Tract" on the Illustrative Layout (Exhibit C).
- b. Permitted uses
 - i. Except as provided in this subsection, the only main uses permitted are those uses permitted in the Light Industrial District (I-1).
- c. Prohibited uses
 - i. The following uses are restricted:
 - Car Wash
 - Recreational Vehicle Park
 - Auto Repair – Heavy
 - Truck Sales
 - Adult Entertainment

- Commercial Amusement – Outdoor
- Convenience Store, Fuel Pumps
- Heavy Equipment Sales/Service, Rentals
- Amphitheater
- Athletic Field
- Golf Course
- Cemetery
- Fairgrounds
- Salvage Yard
- Contractor's Storage Yard
- Funeral Services
- Transportation Uses as defined in 9.04 Zoning Ordinance
- Infrastructure Uses as defined in 9.04 Zoning Ordinance
- Fuel Pump
- Outdoor Storage
- Outdoor Display
- Donation Collection Bin
- Temporary Uses as Defined in 9.04 Zoning Ordinance

d. Parking

- i. The total number of parking spaces required is 563 spaces.
 - 1. Field parking: 368 spaces
 - 2. Garage parking: 195 spaces



Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT

Trinity Creek
Exhibit E.0

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 04.30.2024

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST

PROJECT: Anna 137

LOCATION: Anna, Texas

JOB NUMBER: 2347295

LOTS: 323

GROSS ACRES: 70.3

NET ACRES: 66.0

ONSITE

Item Description	Phase 1 185 Lots			Phase 2 138 Lots			Total Cost	Cost Per Lot	Cost Per Front Foot
	Total Cost	Cost Per Lot	Cost Per Front Foot	Total Cost	Cost Per Lot	Cost Per Front Foot			
A. Earthwork Improvements	\$ 1,754,033	\$ 9,481	\$ 305	\$ 1,336,956	\$ 9,688	\$ 175	\$ 3,090,988	\$ 9,570	\$ 231
B. Water Improvements	\$ 974,708	\$ 5,269	\$ 169	\$ 813,133	\$ 5,892	\$ 106	\$ 1,787,840	\$ 5,535	\$ 133
C. Sanitary Sewer Improvements	\$ 1,088,895	\$ 5,886	\$ 189	\$ 896,794	\$ 6,499	\$ 117	\$ 1,985,689	\$ 6,148	\$ 148
D. Storm Sewer Improvements	\$ 389,384	\$ 2,105	\$ 68	\$ 577,281	\$ 4,183	\$ 75	\$ 966,665	\$ 2,993	\$ 72
E. Paving Improvements	\$ 2,013,732	\$ 10,885	\$ 350	\$ 1,733,556	\$ 12,562	\$ 227	\$ 3,747,288	\$ 11,602	\$ 280
F. Retaining Wall Improvements	\$ 814,999	\$ 4,405	\$ 142	\$ 1,240,203	\$ 8,987	\$ 162	\$ 2,055,202	\$ 6,363	\$ 153
G. Miscellaneous Onsite	\$ 241,500	\$ 1,305	\$ 42	\$ 180,400	\$ 1,307	\$ 24	\$ 421,900	\$ 1,306	\$ 31
Subtotal - Onsite Improvements	\$ 7,277,250	\$ 39,336	\$ 1,264	\$ 6,778,323	\$ 49,118	\$ 886	\$ 14,055,573	\$ 43,516	\$ 1,048

MAJOR

Item Description	Phase 1			Phase 2			Total Cost	Cost Per Lot	Cost Per Front Foot
	Total Cost	Cost Per Lot	Cost Per Front Foot	Total Cost	Cost Per Lot	Cost Per Front Foot			
H. Major Paving Improvements	\$ 661,830	\$ 3,577	\$ 115	\$ -	\$ -	\$ -	\$ 661,830	\$ 2,049	\$ 49
I. Major Water Improvements	\$ 161,612	\$ 874	\$ 28	\$ -	\$ -	\$ -	\$ 161,612	\$ 500	\$ 12
J. Major Sewer Improvements	\$ 145,760	\$ 788	\$ 25	\$ -	\$ -	\$ -	\$ 145,760	\$ 451	\$ 11
K. Major Storm Improvements	\$ 322,173	\$ 1,741	\$ 56	\$ -	\$ -	\$ -	\$ 322,173	\$ 997	\$ 24
L. Major Earthwork Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal - Offsite Improvements	\$ 1,291,375	\$ 6,980	\$ 224	\$ -	\$ -	\$ -	\$ 1,291,375	\$ 3,998	\$ 96

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST

PROJECT: Anna 137

LOCATION: Anna, Texas

JOB NUMBER: 2347295

LOTS: 323

GROSS ACRES: 70.3

NET ACRES: 66.0

Subtotal	\$	8,568,626	\$	46,317	\$	6,778,323	\$	49,118	\$	15,346,948	\$	47,514	\$	1,145
Contingency (10%)	\$	856,863	\$	4,632	\$	677,832	\$	4,912	\$	1,534,695	\$	4,751	\$	114
Engineering (10%)	\$	856,863	\$	4,632	\$	677,832	\$	4,912	\$	1,534,695	\$	4,751	\$	114
Total Cost:	\$	10,282,352	\$	55,580	\$	8,133,987	\$	58,942	\$	18,416,338	\$	57,016	\$	1,373

NOTES

- 1) This OPC is prepared without the benefit of detailed design & studies, traffic impact analysis, on ground topography, tree survey, geotechnical report, record drawings, and with no communication with the County, franchise utility providers, or easement owners.
- 2) Land cost, easement acquisition, interest, legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, taxes, etc. are not included herein.
- 3) Strand Systems Engineering has no control over labor cost, materials, equipment or any cost fluctuating with market conditions.
- 4) Assessments, pro-rata fees, fee credits, fee waivers, etc. are not included in this OPC.
- 5) This OPC was completed using land plan prepared by STRAND showing 323 Single Family lots in 2 phases.
- 6) Inspection fees for this OPC are assumed to be 4.0%, as stated in the City of Anna final acceptance checklist.
- 7) This OPC utilizes the following grading criteria:
 - Maximum Driveway: 12% measured on the low side edge driveway from the ROW elevation to the garage floor elevation at the garage door.
 - Maximum Rear Yard: 12%. Slopes beyond 25' shall be a maximum slope of 4:1.
 - Maximum Side Yard: 33% measured from finished pad to the adjacent swale elevation.
 - Allowable Exposed Beam: 2.0' measured from finished floor to finished ground next to the beam.
 - Minimum Side Yard Slope: 1.00%
 - Finished Floor elevation from Finished Pad: 0.8'
 - Rear yard swale to be 10' away from pad at 0.3' lower than pad elevation.
 - Grading assumes a drop garage will be required for streets slopes in excess of 3.4%.
- 8) This OPC assumes all lots will require moisture conditioning an average depth of 7' and will need to be verified by a geotechnical engineer.
- 9) This OPC does not assume any rock excavation will be required. If rock is encountered, unit rates for excavation and utilities should be increased.
- 10) This OPC does not assume sulfates are present onsite. If the geotechnical report identifies the presence of sulfates, additional/alternative subgrade stabilization may be required as well as a modified concrete mix increasing costs.
- 11) This OPC assumes a 31' B-B/50' ROW & 24' B-B/28' ROW with 5" parabolic pavement section for residential streets. Subgrade for all sections assumed to be 6-inch thick lime treated subgrade.
- 12) This OPC assumes lot to lot drainage is not allowed, per City of Anna Subdivision Regulations.

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST

PROJECT: Anna 137

LOCATION: Anna, Texas

JOB NUMBER: 2347295

LOTS: 323

GROSS ACRES: 70.3

NET ACRES: 66.0

- 13) This OPC assumes adequate flowline depth of existing sanitary sewer to make connection.
- 14) This OPC was performed without a hydraulic analysis and assumes no detention will be required.
- 15) This OPC assumes there are not aquatic features that meet the definition of Water of the United States.
- 16) This OPC does not include tree mitigation fees. A tree preservation plan is required per City of Anna ordinance article 9.07.
- 17) This OPC does not include landscaping, hardscape, or amenity costs.
- 18) This OPC assumes no masonry screening wall will be required.
- 19) This OPC assumes no improvements to FM 455 will be required for this development.
- 20) This OPC assumes the developer will not be required to pay a fee in-lieu-of parkland dedication and open space areas meet the acceptance requirements of parkland dedication. Parkland fees in-lieu-of parkland dedication are \$1,500 per single-family residential unit.
- 21) This OPC assumes no offsite road will be required for development of Phase 2.
- 22) This OPC does not include water and sewer impact fees. Water and sewer impact fees shall be assessed at the time of approval of a final plat(s) and are due and payable at the time a building permit is issued per City of Anna Ordinance Article 9.08.004. Water Impact Fee - \$5,500/SF Lot & Sanitary Sewer Impact Fee - \$5,500/SF Lot
- 23) This OPC does not include irrigation meter.
- 24) This OPC does not include roadway impact fees of maximum of \$1,845 (service area 1) per lot per City of Anna Ordinance Article A6.014.

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 1		LOTS:	185
PROJECT: Anna 137		GROSS ACRES:	32.9
CITY: Anna, Texas		NET ACRES:	31.1
JOB NUMBER: 2347295		LOT WIDTH:	20's, 50's, 60's

A. EARTHWORK IMPROVEMENTS				
<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Cost</i>
Site Preparation & Clearing	31	AC	\$ 1,800.00	\$ 55,980
Excavation, unclassified	230,000	CY	\$ 3.00	\$ 690,000
Rough Lot Grading	185	EA	\$ 250.00	\$ 46,250
Final Lot Grading	185	EA	\$ 250.00	\$ 46,250
Moisture Conditioning (7-ft)	185	EA	\$ 2,900.00	\$ 536,500
10 Mil Poly Pads	185	EA	\$ 525.00	\$ 97,125
Process and Place Utility Spoils	11,100	CY	\$ 4.00	\$ 44,400
Temporary Sedimentation Basin	1	EA	\$ 20,000.00	\$ 20,000
SWPPP	185	EA	\$ 750.00	\$ 138,750
Mobilization	1	LS	\$ 25,000.00	\$ 25,000
Materials Testing	3.5%	Percent	\$ 1,536,505.00	\$ 53,778
Subtotal - Earthwork Improvements				\$ 1,754,033
Cost Per Lot:				\$ 9,481

B. WATER IMPROVEMENTS				
<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Cost</i>
8-Inch PVC C900 Water Pipe, Complete in Place (including Fittings, Pipe Restraints, Thrust Blocking, Bedding and Backfill)	6,918	LF	\$ 56.00	\$ 387,410
Fire Hydrant Assembly, Complete in Place (includes service line and 6" Gate Valve)	19	EA	\$ 7,500.00	\$ 142,500
1-Inch Water Service, with Meter Box	185	EA	\$ 1,250.00	\$ 231,250
8-Inch Gate Valve and Box, Complete in Place	37	EA	\$ 2,500.00	\$ 92,500
8" Plug	5	EA	\$ 2,000.00	\$ 10,000
Hydrostatic Testing and Chlorination	6,918	LF	\$ 2.25	\$ 15,566
Trench Safety	6,918	LF	\$ 1.00	\$ 6,918
Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000
Mobilization and Bonds	2.0%	Percent	\$ 890,143.87	\$ 17,803
Materials Testing	3.5%	Percent	\$ 890,143.87	\$ 31,155
Inspection Fees	4.0%	Percent	\$ 890,143.87	\$ 35,606
Subtotal - Water Improvements				\$ 974,708
Cost Per Lot:				\$ 5,269

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 1	LOTS:	185
PROJECT: Anna 137	GROSS ACRES:	32.9
CITY: Anna, Texas	NET ACRES:	31.1
JOB NUMBER: 2347295	LOT WIDTH:	20's, 50's, 60's

C. SANITARY SEWER IMPROVEMENTS				
Item Description	Quantity	Unit	Unit Price	Total Cost
8-Inch SDR-35 PVC Pipe (All Depths)	6,680	LF	\$ 60.00	\$ 400,800
4-Foot Diameter Manhole	29	EA	\$ 7,000.00	\$ 203,000
5-Foot Diameter Manhole w/ Drop Connection	2	EA	\$ 13,000.00	\$ 26,000
4-Inch Sanitary Sewer Service, Complete in Place	185	EA	\$ 1,500.00	\$ 277,500
4" Cleanout	2	EA	\$ 2,000.00	\$ 4,000
Cement Stabilized Sand	260	LF	\$ 70.00	\$ 18,200
Extra Depth on 4-Foot Diameter Manhole (> 6')	87	VF	\$ 400.00	\$ 34,800
Extra Depth on 5-Foot Diameter Manhole (> 6')	6	VF	\$ 550.00	\$ 3,300
Manhole Vacuum Testing	31	EA	\$ 165.00	\$ 5,115
Post-CCTV Inspection	6,680	LF	\$ 2.25	\$ 15,030
Trench Safety	6,680	LF	\$ 1.00	\$ 6,680
Mobilization and Bonds	2.0%	Percent	\$ 994,425.00	\$ 19,889
Materials Testing	3.5%	Percent	\$ 994,425.00	\$ 34,805
Inspection Fees	4.0%	Percent	\$ 994,425.00	\$ 39,777
Subtotal - Sanitary Sewer Improvements				\$ 1,088,895
Cost Per Lot: \$				5,886

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 1	LOTS:	185
PROJECT: Anna 137	GROSS ACRES:	32.9
CITY: Anna, Texas	NET ACRES:	31.1
JOB NUMBER: 2347295	LOT WIDTH:	20's, 50's, 60's

D. STORM SEWER IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
21-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	1,467	LF	\$ 75.00	\$ 110,025
24-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	464	LF	\$ 90.00	\$ 41,724
30-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	254	LF	\$ 115.00	\$ 29,233
4'x4' Junction Box	2	EA	\$ 5,000.00	\$ 10,000
21" RCP Concrete Headwall	4	EA	\$ 3,000.00	\$ 12,000
24" RCP Concrete Headwall	1	EA	\$ 3,500.00	\$ 3,500
30" RCP Concrete Headwall	1	EA	\$ 4,250.00	\$ 4,250
12" Type "A" Rip Rap	450	SY	\$ 100.00	\$ 45,000
Standard 10' Curb inlet	15	EA	\$ 5,000.00	\$ 75,000
Standard 15' Curb inlet	1	EA	\$ 7,500.00	\$ 7,500
4'x4' Area Inlet	2	EA	\$ 6,500.00	\$ 13,000
Trench Safety	2,185	LF	\$ 1.00	\$ 2,185
Post-CCTV Inspection	2,185	LF	\$ 1.00	\$ 2,185
Mobilization and Bonds	2.0%	Percent	\$ 355,601.60	\$ 7,112
Materials Testing	3.5%	Percent	\$ 355,601.60	\$ 12,446
Inspection Fees	4.0%	Percent	\$ 355,601.60	\$ 14,224
Subtotal - Storm Sewer Improvements			\$	389,384

Cost Per Lot: \$ 2,105

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 1	LOTS:	185
PROJECT: Anna 137	GROSS ACRES:	32.9
CITY: Anna, Texas	NET ACRES:	31.1
JOB NUMBER: 2347295	LOT WIDTH:	20's, 50's, 60's

E. PAVING IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
6-Inch Thick Reinforced Concrete Street Pavement	23,189	SY	\$ 50.00	\$ 1,159,461
6-Inch Thick Lime Treated Subgrade	25,040	SY	\$ 4.00	\$ 100,160
Hydrated Lime (41 lb/sy)	510	TN	\$ 350.00	\$ 178,500
4" Thick Developer Sidewalk (5' Wide)	2,229	SY	\$ 75.00	\$ 167,163
Barrier Free Ramps	44	EA	\$ 2,600.00	\$ 114,400
Concrete Header	2	EA	\$ 1,000.00	\$ 2,000
Type III Barricade	2	EA	\$ 1,200.00	\$ 2,400
Stop Sign (Not Including Pole)	16	EA	\$ 350.00	\$ 5,600
Street Sign Name Blades (Not Including Pole)	36	EA	\$ 600.00	\$ 21,600
Poles	18	EA	\$ 500.00	\$ 9,000
Temporary Turn Around	1	LS	\$ 36,740.00	\$ 36,740
Street Light	21	EA	\$ 2,000.00	\$ 42,000
Mobilization and Bonds	2.0%	EA	\$ 1,839,024.44	\$ 36,780
Materials Testing	3.5%	Percent	\$ 1,839,024.44	\$ 64,366
Inspection Fees	4.0%	Percent	\$ 1,839,024.44	\$ 73,561
Subtotal - Paving Improvements				\$ 2,013,732
Cost Per Lot: \$				10,885

F. RETAINING WALLS

Item Description	Quantity	Unit	Unit Price	Total Cost
2' Retaining Wall	173	LF	\$ 55.00	\$ 9,515
3' Retaining Wall	290	LF	\$ 70.00	\$ 20,300
4' Retaining Wall	297	LF	\$ 110.00	\$ 32,670
5' Retaining Wall	103	LF	\$ 140.00	\$ 14,420
6' Retaining Wall	256	LF	\$ 200.00	\$ 51,200
8' Retaining Wall	602	LF	\$ 300.00	\$ 180,600
10' Retaining Wall	526	LF	\$ 440.00	\$ 231,440
12' Retaining Wall	286	LF	\$ 635.00	\$ 181,610
14' Retaining Wall	116	LF	\$ 700.00	\$ 81,200
Mobilization and Bonds	1.5%	Percent	\$ 802,955.00	\$ 12,044
Subtotal - Retaining Walls				\$ 814,999
Cost Per Lot: \$				4,405

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 1	LOTS:	185
PROJECT: Anna 137	GROSS ACRES:	32.9
CITY: Anna, Texas	NET ACRES:	31.1
JOB NUMBER: 2347295	LOT WIDTH:	20's, 50's, 60's

G. MISCELLANEOUS ONSITE

Item Description	Quantity	Unit	Unit Price	Total Cost
Municipal Fees (Preliminary + Final Plat Fees)	1	LS	\$ 4,700.00	\$ 4,700
Landscape and Amenities	1	LS	\$ -	\$ -
Mailboxes (Installation and Permitting)	185	EA	\$ 280.00	\$ 51,800
Tree Planting (Fee in-lieu-of Planting)				
Parkland Dedication (Fee in-lieu-of Dedication)	185	EA	\$ 1,500.00	
Electric Service Installation	185	EA	\$ 500.00	\$ 92,500
Gas Service Installation	185	EA	\$ 500.00	\$ 92,500
Subtotal - Miscellaneous Onsite				\$ 241,500

Cost Per Lot: \$ 1,305

SUMMARY

A. EARTHWORK IMPROVEMENTS	\$ 1,754,033
B. WATER IMPROVEMENTS	\$ 974,708
C. SANITARY SEWER IMPROVEMENTS	\$ 1,088,895
D. STORM SEWER IMPROVEMENTS	\$ 389,384
E. PAVING IMPROVEMENTS	\$ 2,013,732
F. RETAINING WALLS	\$ 814,999
G. MISCELLANEOUS ONSITE	\$ 241,500
Subtotal - Onsite Earthwork, WS&D, Paving and Walls	\$ 7,277,250

Cost Per Lot: \$ 39,336

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 2	LOTS:	138
PROJECT: Anna 137	GROSS ACRES:	37.4
CITY: Anna, Texas	NET ACRES:	34.9
JOB NUMBER: 2347295	LOT WIDTH:	50's, 60's

A. EARTHWORK IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
Site Preparation & Clearing	35	AC	\$ 1,800.00	\$ 62,820
Excavation, unclassified	170,000	CY	\$ 3.00	\$ 510,000
Rough Lot Grading	138	EA	\$ 250.00	\$ 34,500
Final Lot Grading	138	EA	\$ 250.00	\$ 34,500
Moisture Conditioning (7-ft)	138	EA	\$ 2,900.00	\$ 400,200
10 Mil Poly Pads	138	EA	\$ 525.00	\$ 72,450
Process and Place Utility Spoils	8,280	CY	\$ 4.00	\$ 33,120
Temporary Sedimentation Basin	1	EA	\$ 20,000.00	\$ 20,000
SWPPP	138	EA	\$ 750.00	\$ 103,500
Mobilization	1	LS	\$ 25,000.00	\$ 25,000
Materials Testing	3.5%	Percent	\$ 1,167,590.00	\$ 40,866
Subtotal - Earthwork Improvements				\$ 1,336,956
Cost Per Lot: \$				9,688

B. WATER IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
8-Inch PVC C900 Water Pipe, Complete in Place (including Fittings, Pipe Restraints, Thrust Blocking, Bedding and Backfill)	6,508	LF	\$ 56.00	\$ 364,437
Fire Hydrant Assembly, Complete in Place (includes service line and 6" Gate Valve)	15	EA	\$ 7,500.00	\$ 112,500
1-Inch Water Service, with Meter Box	138	EA	\$ 1,250.00	\$ 172,500
8-Inch Gate Valve and Box, Complete in Place	24	EA	\$ 2,500.00	\$ 60,000
8" Plug	2	EA	\$ 2,000.00	\$ 4,000
Hydrostatic Testing and Chlorination	6,508	LF	\$ 2.25	\$ 14,643
Trench Safety	6,508	LF	\$ 1.00	\$ 6,508
Connect to Existing Water	2	EA	\$ 4,000.00	\$ 8,000
Mobilization and Bonds	2.0%	Percent	\$ 742,587.15	\$ 14,852
Materials Testing	3.5%	Percent	\$ 742,587.15	\$ 25,991
Inspection Fees	4.0%	Percent	\$ 742,587.15	\$ 29,703
Subtotal - Water Improvements				\$ 813,133
Cost Per Lot: \$				5,892

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 2	LOTS:	138
PROJECT: Anna 137	GROSS ACRES:	37.4
CITY: Anna, Texas	NET ACRES:	34.9
JOB NUMBER: 2347295	LOT WIDTH:	50's, 60's

C. SANITARY SEWER IMPROVEMENTS				
Item Description	Quantity	Unit	Unit Price	Total Cost
8-Inch SDR-35 PVC Pipe (All Depths)	5,416	LF	\$ 60.00	\$ 324,960
8-Inch SDR-26 PVC Pipe (All Depths)	610	LF	\$ 70.00	\$ 42,700
4-Foot Diameter Manhole	22	EA	\$ 7,000.00	\$ 154,000
5-Foot Diameter Manhole w/ Drop Connection	1	EA	\$ 13,000.00	\$ 13,000
4-Inch Sanitary Sewer Service, Complete in Place	138	EA	\$ 1,500.00	\$ 207,000
4" Cleanout	1	EA	\$ 2,000.00	\$ 2,000
Connect to Existing Sewer Main	2	EA	\$ 2,500.00	\$ 5,000
Cement Stabilized Sand	160	LF	\$ 70.00	\$ 11,200
Extra Depth on 4-Foot Diameter Manhole (> 6')	66	VF	\$ 400.00	\$ 26,400
Extra Depth on 5-Foot Diameter Manhole (> 6')	17	VF	\$ 550.00	\$ 9,350
Manhole Vacuum Testing	23	EA	\$ 165.00	\$ 3,795
Post-CCTV Inspection	6,026	LF	\$ 2.25	\$ 13,559
Trench Safety	6,026	LF	\$ 1.00	\$ 6,026
Mobilization and Bonds	2.0%	Percent	\$ 818,989.50	\$ 16,380
Materials Testing	3.5%	Percent	\$ 818,989.50	\$ 28,665
Inspection Fees	4.0%	Percent	\$ 818,989.50	\$ 32,760
Subtotal - Sanitary Sewer Improvements				\$ 896,794
Cost Per Lot: \$				6,499

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 2	LOTS:	138
PROJECT: Anna 137	GROSS ACRES:	37.4
CITY: Anna, Texas	NET ACRES:	34.9
JOB NUMBER: 2347295	LOT WIDTH:	50's, 60's

D. STORM SEWER IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
21-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	988	LF	\$ 75.00	\$ 74,100
24-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	300	LF	\$ 90.00	\$ 27,000
30-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	944	LF	\$ 115.00	\$ 108,503
5-Foot By 3-Foot Single Cell Reinforced Concrete Box, Including Bedding with Cement Stabilized Sand, All Depths, Complete in Place	72	LF	\$ 400.00	\$ 28,800
5-Foot By 4-Foot Single Cell Reinforced Concrete Box, Including Bedding with Cement Stabilized Sand, All Depths, Complete in Place	69	LF	\$ 450.00	\$ 31,050
4'x4' Junction Box	5	EA	\$ 5,000.00	\$ 25,000
21" RCP Concrete Headwall	1	EA	\$ 3,000.00	\$ 3,000
30" RCP Concrete Headwall	4	EA	\$ 4,250.00	\$ 17,000
5'x3' RCB Concrete Headwall	2	EA	\$ 8,500.00	\$ 17,000
5'x4' RCB Concrete Headwall	2	EA	\$ 10,500.00	\$ 21,000
12" Type "A" Rip Rap	675	SY	\$ 100.00	\$ 67,500
Standard 10' Curb inlet	19	EA	\$ 5,000.00	\$ 95,000
Standard 15' Curb inlet	1	EA	\$ 7,500.00	\$ 7,500
Trench Safety	2,373	LF	\$ 1.00	\$ 2,373
Post-CCTV Inspection	2,373	LF	\$ 1.00	\$ 2,373
Mobilization and Bonds	2.0%	Percent	\$ 527,197.50	\$ 10,544
Materials Testing	3.5%	Percent	\$ 527,197.50	\$ 18,452
Inspection Fees	4.0%	Percent	\$ 527,197.50	\$ 21,088
Subtotal - Storm Sewer Improvements			\$	577,281

Cost Per Lot: \$ 4,183

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 2	LOTS:	138
PROJECT: Anna 137	GROSS ACRES:	37.4
CITY: Anna, Texas	NET ACRES:	34.9
JOB NUMBER: 2347295	LOT WIDTH:	50's, 60's

E. PAVING IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
6-Inch Thick Reinforced Concrete Street Pavement	22,514	SY	\$ 50.00	\$ 1,125,706
6-Inch Thick Lime Treated Subgrade	24,320	SY	\$ 4.00	\$ 97,280
Hydrated Lime (41 lb/sy)	500	TN	\$ 350.00	\$ 175,000
4" Thick Developer Sidewalk (5' Wide)	814	SY	\$ 75.00	\$ 61,071
Barrier Free Ramps	23	EA	\$ 2,600.00	\$ 59,800
Concrete Header	2	EA	\$ 1,000.00	\$ 2,000
Type III Barricade	2	EA	\$ 1,200.00	\$ 2,400
Stop Sign (Not Including Pole)	10	EA	\$ 350.00	\$ 3,500
Street Sign Name Blades (Not Including Pole)	24	EA	\$ 600.00	\$ 14,400
Poles	12	EA	\$ 500.00	\$ 6,000
Connect to Existing Pavement	2	EA	\$ 2,000.00	\$ 4,000
Street Light	16	EA	\$ 2,000.00	\$ 32,000
Mobilization and Bonds	2.0%	EA	\$ 1,583,156.39	\$ 31,663
Materials Testing	3.5%	Percent	\$ 1,583,156.39	\$ 55,410
Inspection Fees	4.0%	Percent	\$ 1,583,156.39	\$ 63,326
Subtotal - Paving Improvements				\$ 1,733,556
Cost Per Lot: \$				12,562

F. RETAINING WALLS

Item Description	Quantity	Unit	Unit Price	Total Cost
2' Retaining Wall	472	LF	\$ 55.00	\$ 25,960
3' Retaining Wall	638	LF	\$ 70.00	\$ 44,660
4' Retaining Wall	737	LF	\$ 110.00	\$ 81,070
5' Retaining Wall	701	LF	\$ 140.00	\$ 98,140
6' Retaining Wall	568	LF	\$ 200.00	\$ 113,600
8' Retaining Wall	1,145	LF	\$ 300.00	\$ 343,500
10' Retaining Wall	581	LF	\$ 440.00	\$ 255,640
12' Retaining Wall	115	LF	\$ 635.00	\$ 73,025
14' Retaining Wall	197	LF	\$ 700.00	\$ 137,900
16' Retaining Wall	59	LF	\$ 820.00	\$ 48,380
Mobilization and Bonds	1.5%	Percent	\$ 1,221,875.00	\$ 18,328
Subtotal - Retaining Walls				\$ 1,240,203
Cost Per Lot: \$				8,987

Exhibit E.1

STRAND ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - PHASE 2	LOTS:	138
PROJECT: Anna 137	GROSS ACRES:	37.4
CITY: Anna, Texas	NET ACRES:	34.9
JOB NUMBER: 2347295	LOT WIDTH:	50's, 60's

G. MISCELLANEOUS ONSITE

Item Description	Quantity	Unit	Unit Price	Total Cost
Municipal Fees (Preliminary + Final Plat Fees)	1	LS	\$ 3,760.00	\$ 3,760
Landscape and Amenities	1	LS	\$ -	\$ -
Mailboxes (Installation and Permitting)	138	EA	\$ 280.00	\$ 38,640
Tree Planting (Fee in-lieu-of Planting)				
Parkland Dedication (Fee in-lieu-of Dedication)	138	EA	\$ 1,500.00	
Electric Service Installation	138	EA	\$ 500.00	\$ 69,000
Gas Service Installation	138	EA	\$ 500.00	\$ 69,000
Subtotal - Miscellaneous Onsite				\$ 180,400

Cost Per Lot: \$ 1,307

SUMMARY

A. EARTHWORK IMPROVEMENTS	\$ 1,336,956
B. WATER IMPROVEMENTS	\$ 813,133
C. SANITARY SEWER IMPROVEMENTS	\$ 896,794
D. STORM SEWER IMPROVEMENTS	\$ 577,281
E. PAVING IMPROVEMENTS	\$ 1,733,556
F. RETAINING WALLS	\$ 1,240,203
G. MISCELLANEOUS ONSITE	\$ 180,400
Subtotal - Onsite Earthwork, WS&D, Paving and Walls	\$ 6,778,323

Cost Per Lot: \$ 49,118

Exhibit E.1

STRAND

ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - OFFSITE ROAD	LOTS:	N/A
PROJECT: Anna 137	GROSS ACRES:	N/A
CITY: Anna, Texas	NET ACRES:	N/A
JOB NUMBER: 2347295	LOT WIDTH:	N/A

H. MAJOR PAVING IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
6-Inch Thick Reinforced Concrete Street Pavement	5,871	SY	\$ 50.00	\$ 293,528
6-Inch Thick Lime Treated Subgrade	6,340	SY	\$ 4.00	\$ 25,360
Hydrated Lime (41 lb/sy)	130	TN	\$ 350.00	\$ 45,500
4" Thick Developer Sidewalk (5' Wide)	2,958	SY	\$ 75.00	\$ 221,870
Barrier Free Ramps	4	EA	\$ 2,600.00	\$ 10,400
Stop Sign (Not Including Pole)	2	EA	\$ 350.00	\$ 700
Street Sign Name Blades (Not Including Pole)	4	EA	\$ 600.00	\$ 2,400
Poles	2	EA	\$ 500.00	\$ 1,000
Connect to Existing Pavement	2	EA	\$ 2,000.00	\$ 4,000
Mobilization and Bonds	2.0%	EA	\$ 600,758.03	\$ 12,015
Materials Testing	3.5%	Percent	\$ 600,758.03	\$ 21,027
Inspection Fees	4.0%	Percent	\$ 600,758.03	\$ 24,030
Subtotal - Offsite Road Improvements				\$ 661,830

I. MAJOR WATER IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
8-Inch PVC C900 Water Pipe, Complete in Place (including Fittings, Pipe Restraints, Thrust Blocking, Bedding and Backfill)	1,512	LF	\$ 56.00	\$ 84,676
Fire Hydrant Assembly, Complete in Place (includes service line and 6" Gate Valve)	5	EA	\$ 7,500.00	\$ 37,500
8-Inch Gate Valve and Box, Complete in Place	5	EA	\$ 2,500.00	\$ 12,500
Hydrostatic Testing and Chlorination	1,512	LF	\$ 2.25	\$ 3,402
Trench Safety	1,512	LF	\$ 1.00	\$ 1,512
Connect to Existing Water	2	EA	\$ 4,000.00	\$ 8,000
Mobilization and Bonds	2.0%	Percent	\$ 147,590.74	\$ 2,952
Materials Testing	3.5%	Percent	\$ 147,590.74	\$ 5,166
Inspection Fees	4.0%	Percent	\$ 147,590.74	\$ 5,904
Subtotal - Offsite Road Improvements				\$ 161,612

J. MAJOR SEWER IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
8-Inch SDR-35 PVC Pipe (All Depths)	1,469	LF	\$ 60.00	\$ 88,117
4-Foot Diameter Manhole	5	EA	\$ 7,000.00	\$ 35,000
Connect to Existing Manhole (EX FL = +/- 595.7)	1	EA	\$ 3,000.00	\$ 3,000
Cement Stabilized Sand	20	LF	\$ 70.00	\$ 1,400
Manhole Vacuum Testing	5	EA	\$ 165.00	\$ 825
Post-CCTV Inspection	1,469	LF	\$ 2.25	\$ 3,304
Trench Safety	1,469	LF	\$ 1.00	\$ 1,469
Mobilization and Bonds	2.0%	Percent	\$ 133,114.58	\$ 2,662
Materials Testing	3.5%	Percent	\$ 133,114.58	\$ 4,659
Inspection Fees	4.0%	Percent	\$ 133,114.58	\$ 5,325
Subtotal - Offsite Road Improvements				\$ 145,760

Exhibit E.1

STRAND

ARCHITECTURE | ENGINEERING

OPINION OF PROBABLE COST - OFFSITE ROAD	LOTS:	N/A
PROJECT: Anna 137	GROSS ACRES:	N/A
CITY: Anna, Texas	NET ACRES:	N/A
JOB NUMBER: 2347295	LOT WIDTH:	N/A

K. MAJOR STORM IMPROVEMENTS

Item Description	Quantity	Unit	Unit Price	Total Cost
21-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	289	LF	\$ 75.00	\$ 21,705
7-Foot By 4-Foot Single Cell Reinforced Concrete Box, Including Bedding with Cement Stabilized Sand, All Depths, Complete in Place	84	LF	\$ 620.00	\$ 52,080
9-Foot By 5-Foot Single Cell Reinforced Concrete Box, Including Bedding with Cement Stabilized Sand, All Depths, Complete in Place	95	LF	\$ 900.00	\$ 85,500
9'x5' RCB Concrete Headwall	2	EA	\$ 20,000.00	\$ 40,000
7'x4' RCB Concrete Headwall	2	EA	\$ 11,500.00	\$ 23,000
21" Concrete Headwall	2	EA	\$ 3,000.00	\$ 6,000
12" Type "A" Rip Rap	450	SY	\$ 100.00	\$ 45,000
Standard 10' Curb inlet	4	EA	\$ 5,000.00	\$ 20,000
Trench Safety	468	LF	\$ 1.00	\$ 468
Post-CCTV Inspection	468	LF	\$ 1.00	\$ 468
Mobilization and Bonds	2.0%	EA	\$ 294,221.80	\$ 5,884
Materials Testing	3.5%	Percent	\$ 294,221.80	\$ 10,298
Inspection Fees	4.0%	Percent	\$ 294,221.80	\$ 11,769
Subtotal - Offsite Road Improvements				\$ 322,173

SUMMARY

H. MAJOR PAVING IMPROVEMENTS	\$ 661,830
I. OFFSITE WATER IMPROVEMENTS	\$ 161,612
J. OFFSITE SEWER IMPROVEMENTS	\$ 145,760
K. OFFSIDE STORM IMPROVEMENTS	\$ 322,173
Subtotal - Offsite Road Improvements	\$ 1,291,375



PAVING DETAILS		
OFFSITE		
ROAD PVMT		52,835 SF

Legend			
Description	Quantity	Unit	
Developer SW	2,959.27	ft	
Lighting	6	Count	
Name Blade	4	Count	
POLE	2	Count	
Ramp	4	Count	
Stop Sign	2	Count	

Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 PAVING EXHIBIT
 MAJOR IMPROVEMENTS

Trinity Creek
 Exhibit E.2

Owner Elim Capital Group Ethan Wang - ethan@elimcg.com	Preparer Strand Engineering Prepared on 10.03.2024
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Exhibit E.2



± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT

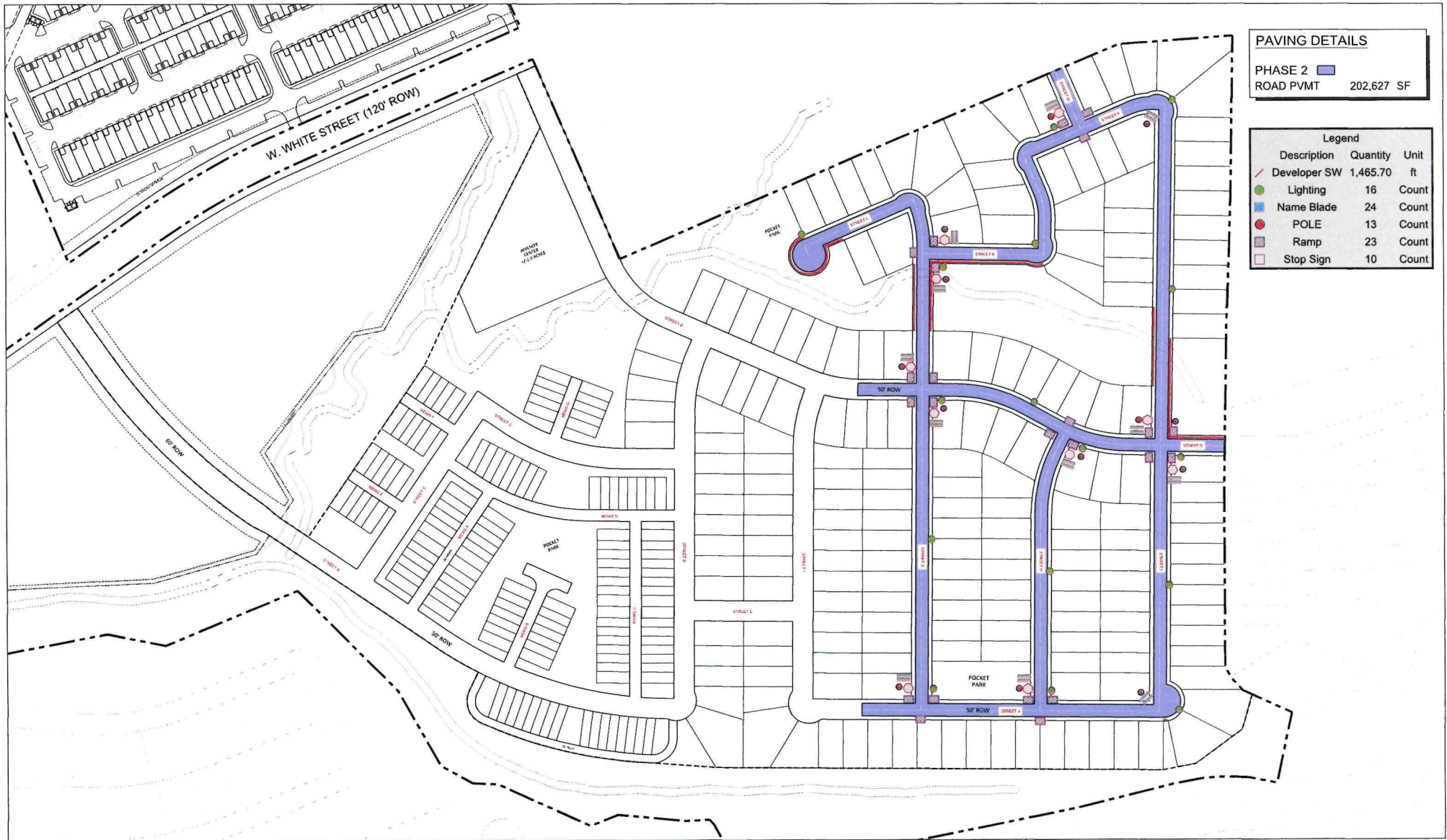
PAVING EXHIBIT
PHASE 1

Trinity Creek
Exhibit E.2

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 10.03.2024

Exhibit E.2



PAVING DETAILS		
PHASE 2		
ROAD PVMT	202,627	SF

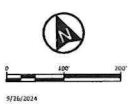
Legend		
Description	Quantity	Unit
Developer SW	1,465.70	ft
Lighting	16	Count
Name Blade	24	Count
POLE	13	Count
Ramp	23	Count
Stop Sign	10	Count

Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
PAVING EXHIBIT
PHASE 2

Trinity Creek
Exhibit E.2
Owner:
Elim Capital Group
Ethan Wang - ethan@elimcg.com
Preparer:
Strand Engineering
Prepared on 09.26.2024

Exhibit E.2





Sewer Basin ID	Single Family		Population	Peaking Factor	Sewer Size (in)	Sewer Slope (%)	I/I (gpd)	Full Flow				Design Flow		Capacity
	Area (ac)	Units (ea)						Q	Q	Q	V	Q	Q	
SS-1	70.0	327	981	3.805	8	0.5300	42,000	0.70	512	0.449	1.99	288	0.415	92%

*No curved sewer
Parallel required for services >17' depth

SEWER QUANTITIES

Description	Quantity	Unit
● 4' Dia Manhole	5	Count
/ 8" SEWER LINE	1,468.61	ft
○ CONNECT TO EX	1	Count
--- CSS	1	Count

Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
SEWER EXHIBIT
MAJOR INFRASTRUCTURE

Trinity Creek
Exhibit E.2
Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com
Preparer
Strand Engineering
Prepared on 04.30.2024

Exhibit E.2



Note:
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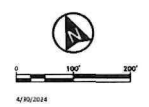
± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
SEWER EXHIBIT
PHASE 1

Trinity Creek
Exhibit E.2

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 04.30.2024

Exhibit E.2



Note:
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± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 SEWER EXHIBIT
 PHASE 2

Trinity Creek
 Exhibit E.2

Owner Elim Capital Group Ethan Wang - ethan@elimcg.com	Preparer Strand Engineering Prepared on 04.30.2024
---	---

Exhibit E.2

Street Slope	Half ROW Capacity (cfs)	Area (ac)
0.50%	10.01	1.819
1.0%	14.15	2.572
1.5%	17.33	3.150
2.0%	20.02	3.639
2.5%	22.38	4.068
3.0%	24.51	4.455

$C = 0.7$
 $I_{100} = 7.86 \text{ in/hr}$
 $TC = 15 \text{ min}$

Legend

Description	Quantity	Unit
7'X4' RCB	84.0	ft
9'X5' RCB	93.3	ft
10' Curb Inlet	4	Count
21" RCP	289.4	ft



Note:
 Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

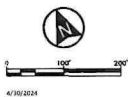
± 136.7 ACRES OF LAND **ANNA 137 ACRE TRACT** STORM EXHIBIT MAJOR IMPROVEMENTS

Trinity Creek
 Exhibit E.2

Owner
 Elim Capital Group
 Ethan Wang - ethan@elimcg.com

Preparer
 Strand Engineering
 Prepared on 04.30.2024

Exhibit E.2

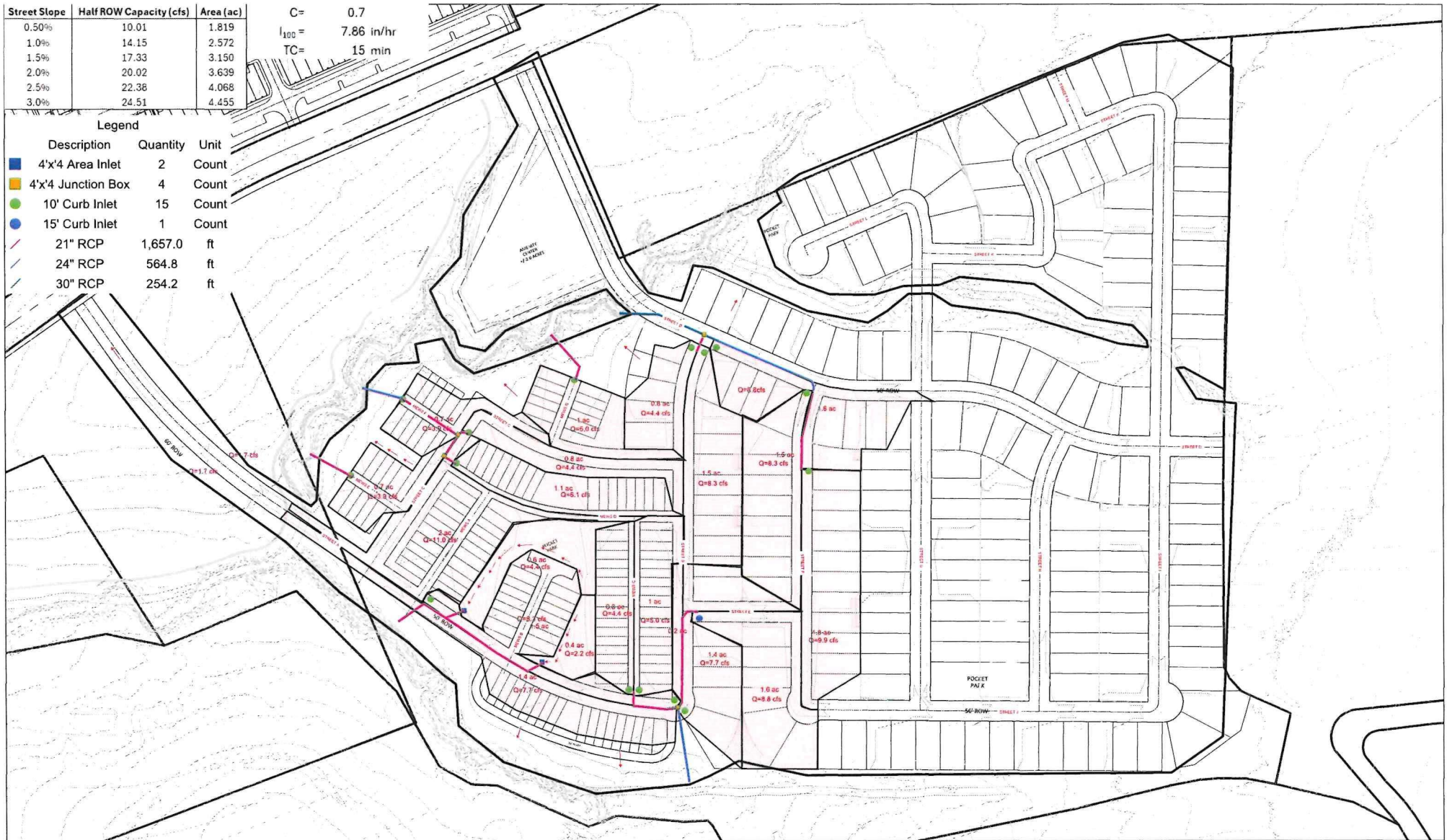


Street Slope	Half ROW Capacity (cfs)	Area (ac)
0.50%	10.01	1.819
1.0%	14.15	2.572
1.5%	17.33	3.150
2.0%	20.02	3.639
2.5%	22.38	4.068
3.0%	24.51	4.455

$C = 0.7$
 $I_{100} = 7.86 \text{ in/hr}$
 $TC = 15 \text{ min}$

Legend

Description	Quantity	Unit
4'x4' Area Inlet	2	Count
4'x4' Junction Box	4	Count
10' Curb Inlet	15	Count
15' Curb Inlet	1	Count
21" RCP	1,657.0	ft
24" RCP	564.8	ft
30" RCP	254.2	ft



Note:

Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND ANNA 137 ACRE TRACT

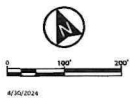
STORM EXHIBIT
PHASE 1

Trinity Creek
Exhibit E.2

Owner
 Elim Capital Group
 Ethan Wang - ethan@elimcg.com

Preparer
 Strand Engineering
 Prepared on 04.30.2024

Exhibit E.2



Street Slope	Half ROW Capacity (cfs)	Area (ac)
0.50%	10.01	1.819
1.0%	14.15	2.572
1.5%	17.33	3.150
2.0%	20.02	3.639
2.5%	22.38	4.068
3.0%	24.51	4.455

C= 0.7
 $I_{100} = 7.86 \text{ in/hr}$
 TC= 15 min

Legend

Description	Quantity	Unit
4'x4' Junction Box	5	Count
5'x3' RCB	71.8	ft
5'x4' RCB	69.3	ft
10' Curb Inlet	19	Count
15' Curb Inlet	1	Count
21" RCP	988.2	ft
24" RCP	299.9	ft
30" RCP	943.5	ft



Note:

Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND ANNA 137 ACRE TRACT

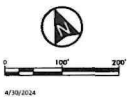
STORM EXHIBIT
 PHASE 2

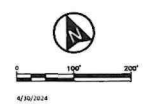
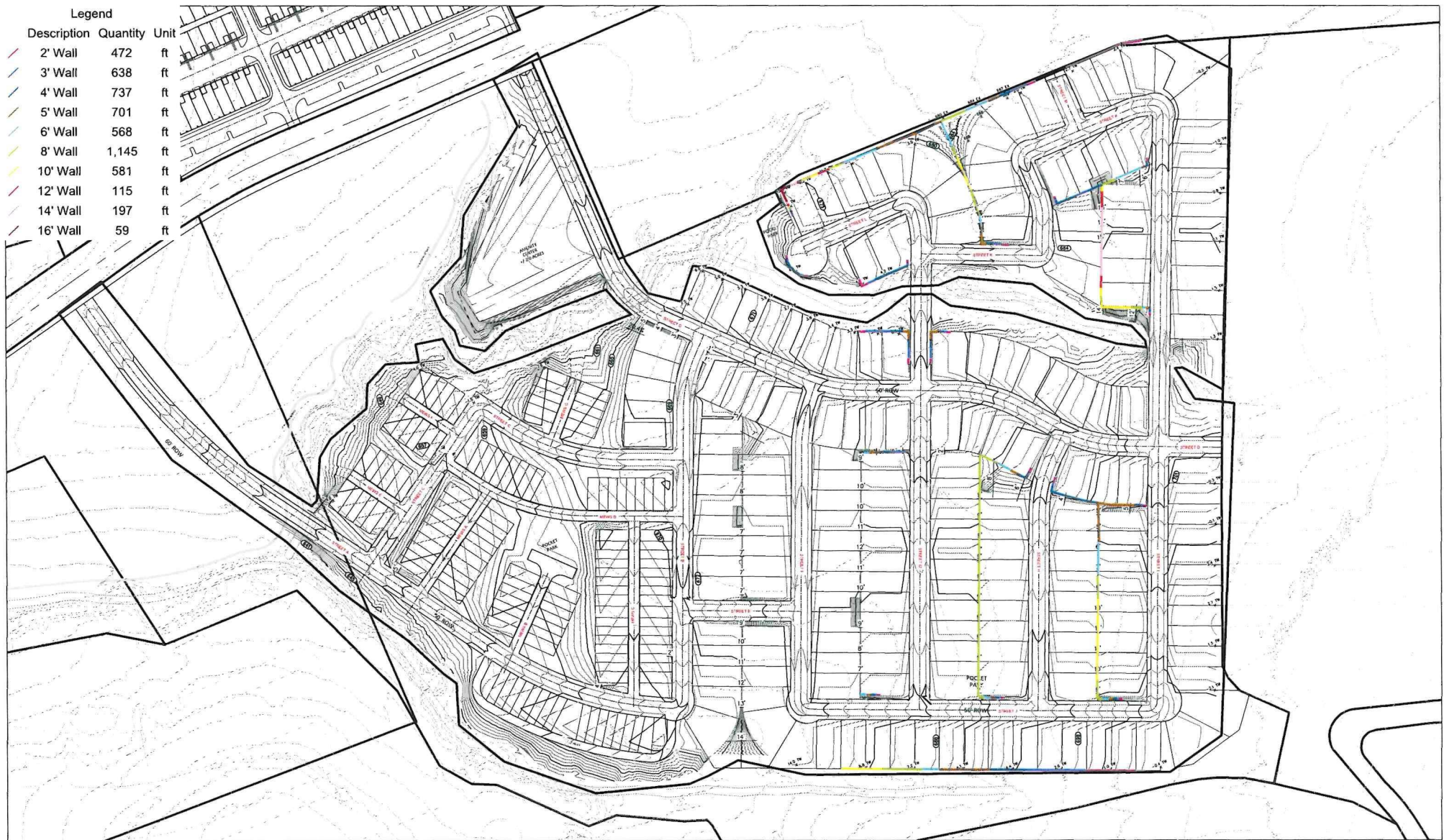
Trinity Creek
 Exhibit E.2

Owner
 Elim Capital Group
 Ethan Wang - ethan@elimcg.com

Preparer
 Strand Engineering
 Prepared on 04.30.2024

Exhibit E.2





Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
RETAINING WALLS EXHIBIT
PHASE 2

Trinity Creek
Exhibit E.2

<u>Owner</u> Elim Capital Group Ethan Wang - ethan@elimcg.com	<u>Preparer</u> Strand Engineering Prepared on 04.30.2024
---	---

Exhibit E.2



Water - Anna 137

Description	Quantity	Unit
8" GATE VALVE	5	Count
8" WATER	1,512.08	ft
CONNECT TO EX 8"	2	Count
FIRE HYDRANT	5	Count

Note:

Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND

ANNA 137 ACRE TRACT

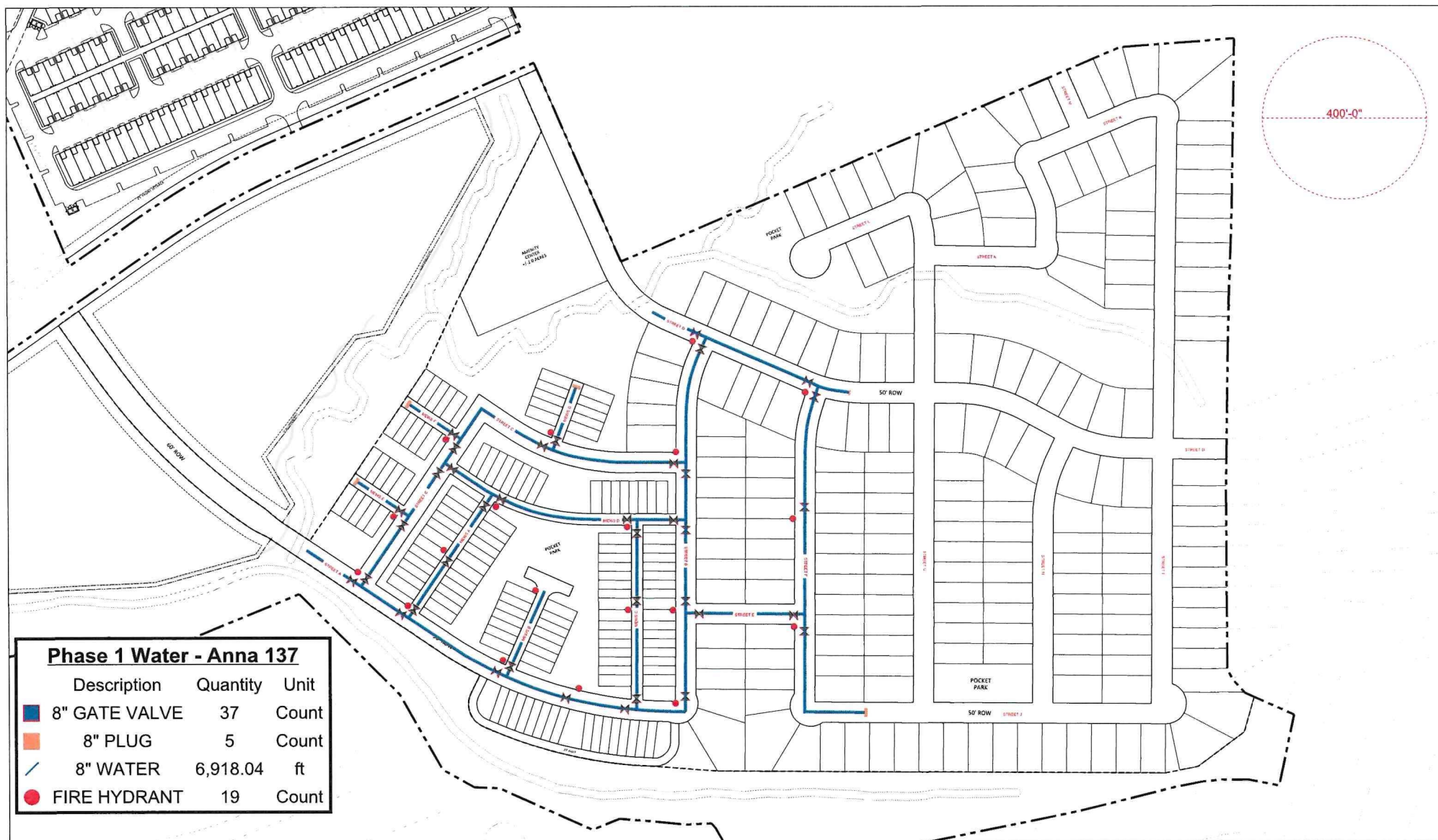
WATER EXHIBIT
MAJOR IMPROVEMENTS

Trinity Creek
Exhibit E.2

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 04.25.2024

Exhibit E.2



Phase 1 Water - Anna 137

Description	Quantity	Unit
8" GATE VALVE	37	Count
8" PLUG	5	Count
8" WATER	6,918.04	ft
FIRE HYDRANT	19	Count

Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

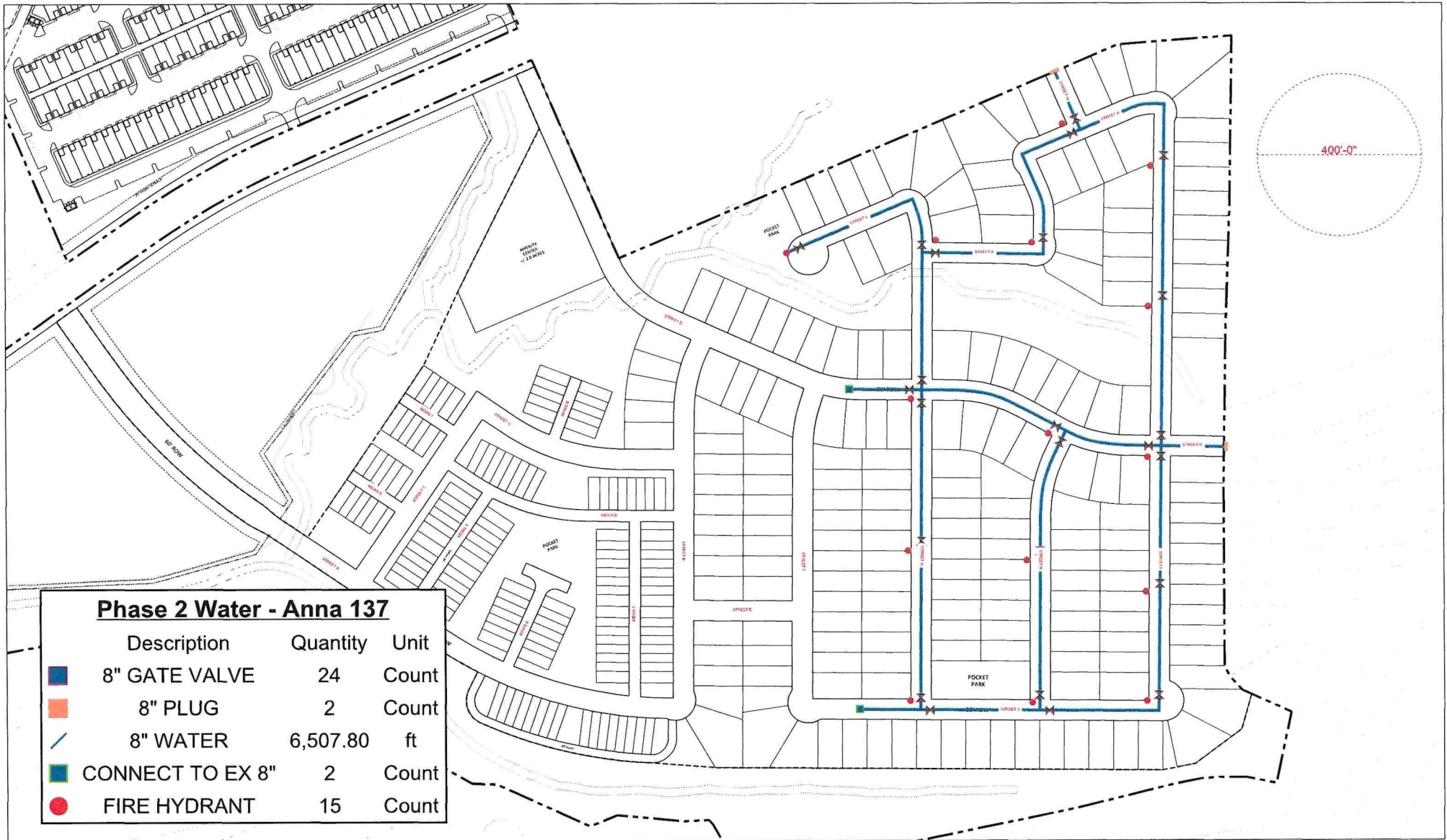
± 136.7 ACRES OF LAND ANNA 137 ACRE TRACT WATER EXHIBIT PHASE 1

Trinity Creek
Exhibit E.2

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 04.25.2024

Exhibit E.2



Phase 2 Water - Anna 137

Description	Quantity	Unit
8" GATE VALVE	24	Count
8" PLUG	2	Count
8" WATER	6,507.80	ft
CONNECT TO EX 8"	2	Count
FIRE HYDRANT	15	Count

Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND ANNA 137 ACRE TRACT

WATER EXHIBIT
PHASE 2

Trinity Creek
Exhibit E.2

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 04.25.2024

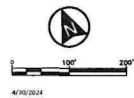
Exhibit E.2

Exhibit F

HOME BUYER DISCLOSURE PROGRAM

The Administrator (as defined in the Service and Assessment Plan) for the Crystal Park Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following notices. Administrator shall monitor the enforcement of the following minimum requirements:

1. Require builders to include notice of the PID in accordance with Section 5.014 of the Texas Property Code.
2. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
3. Prepare and provide to builders an overview of the PID for those builders to include in each sales packets.
4. Notify builders who estimate monthly ownership costs of the requirement that they must disclose Assessments separately with estimated property taxes.
5. Notify Settlement Companies through the builders that they are required to include Assessments on HUD 1 forms and include separately with total estimated taxes for the purpose of setting up tax escrows.
6. Include notice of the PID in the homeowner association documents inconspicuous bold font.
7. The City will include announcements of the PID on the City's web site.
8. The disclosure program shall be monitored by the homebuilders and the Administrator.



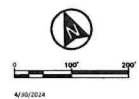
Note:
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± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
SEWER EXHIBIT
MAJOR INFRASTRUCTURE

Trinity Creek
Exhibit G

Owner Elim Capital Group Ethan Wang - ethan@elimcg.com	Preparer Strand Engineering Prepared on 04.30.2024
---	---

Exhibit G



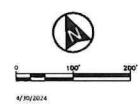
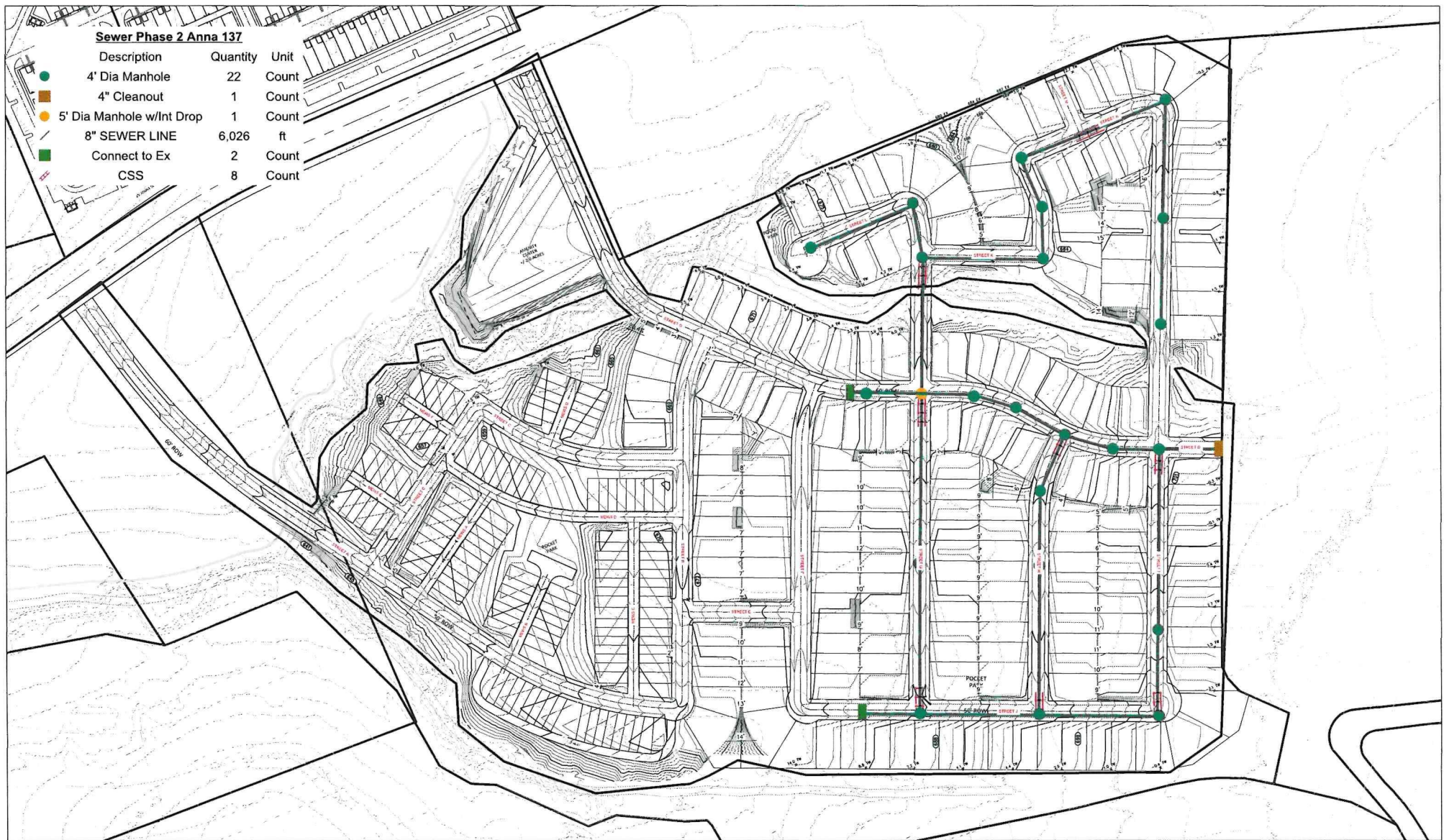
Note:
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± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
SEWER EXHIBIT
PHASE 1

Trinity Creek
Exhibit G

Owner Elim Capital Group Ethan Wang - ethan@elimcg.com	Preparer Strand Engineering Prepared on 04.30.2024
---	---

Exhibit G



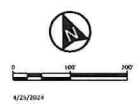
Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 SEWER EXHIBIT
 PHASE 2

Trinity Creek
 Exhibit G

Owner	Preparer
Elim Capital Group	Strand Engineering
Ethan Wang - ethan@elimcg.com	Prepared on 04.30.2024

Exhibit G



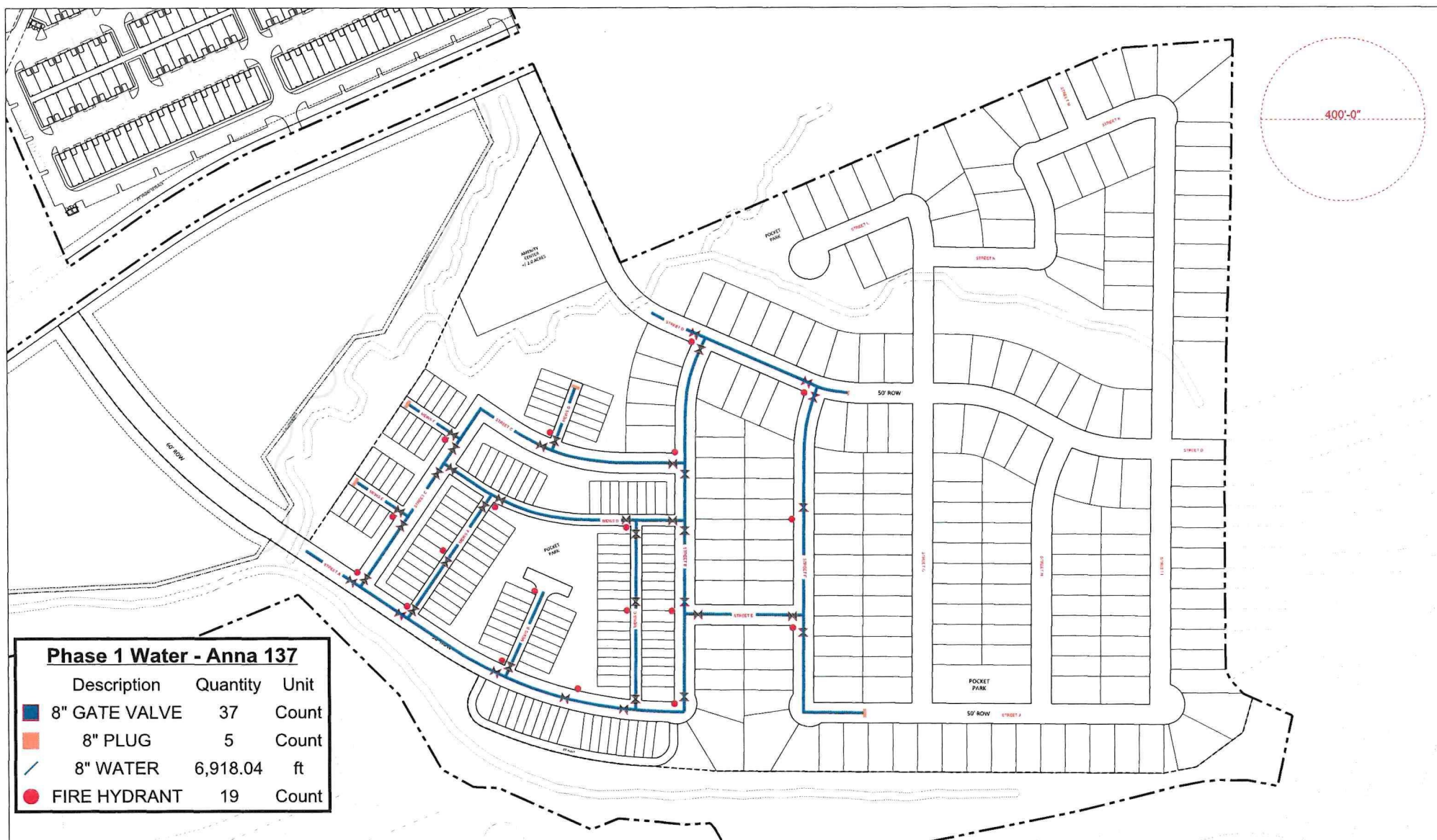
Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 WATER EXHIBIT
 MAJOR IMPROVEMENTS

Trinity Creek
 Exhibit H

Owner Elim Capital Group Ethan Wang - ethan@elimcg.com	Preparer Strand Engineering Prepared on 04.25.2024
---	---

Exhibit H



Phase 1 Water - Anna 137

Description	Quantity	Unit
8" GATE VALVE	37	Count
8" PLUG	5	Count
8" WATER	6,918.04	ft
FIRE HYDRANT	19	Count

Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND ANNA 137 ACRE TRACT

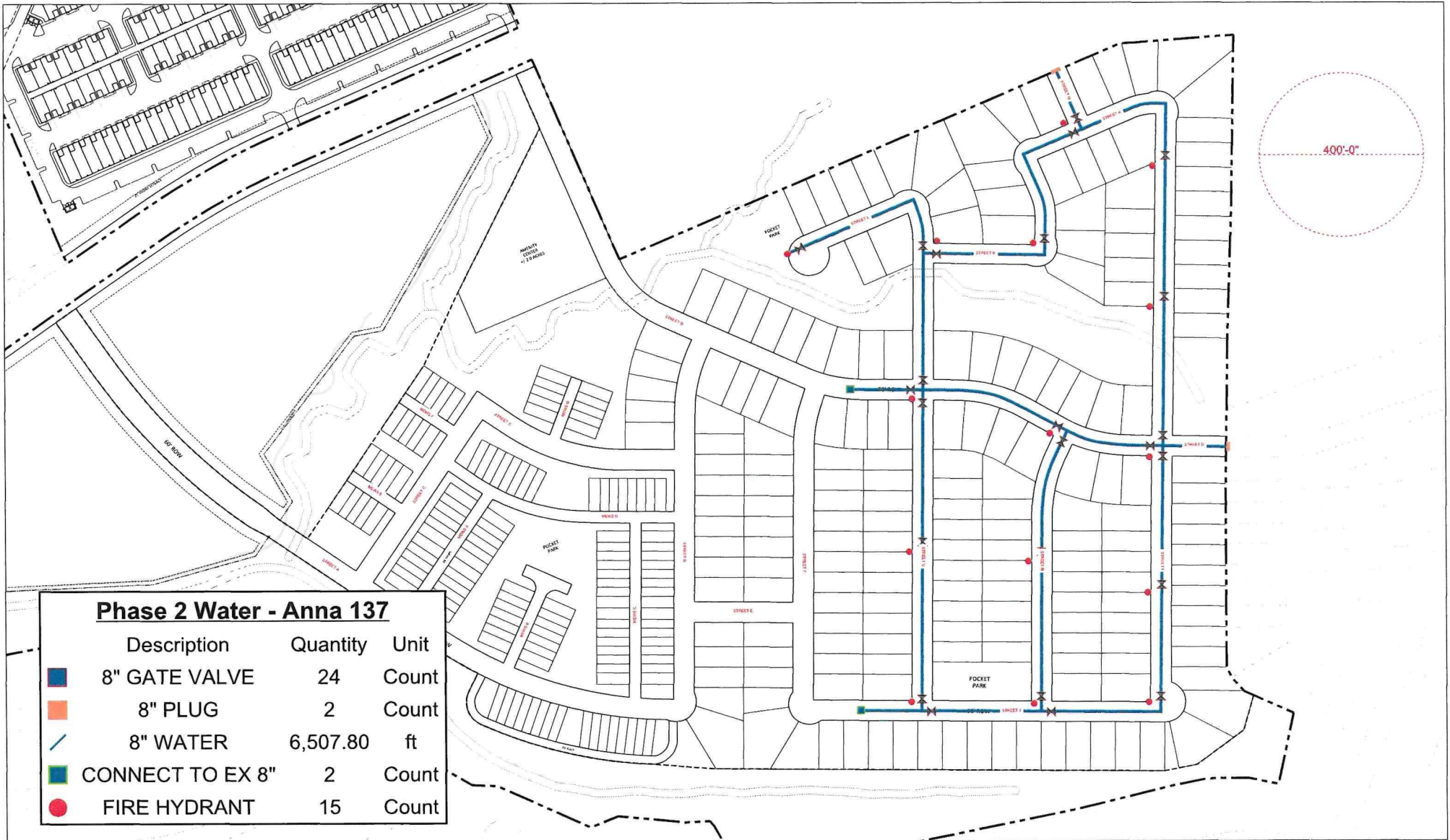
WATER EXHIBIT
PHASE 1

Trinity Creek
Exhibit H

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 04.25.2024

Exhibit H



Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 WATER EXHIBIT
 PHASE 2

Trinity Creek
 Exhibit H

Owner Elim Capital Group Ethan Wang - ethan@elimcg.com	Preparer Strand Engineering Prepared on 04.25.2024
---	---

Exhibit H



PAVING DETAILS		
OFFSITE		
ROAD PVMT	52,835	SF

Legend			
Description	Quantity	Unit	
Developer SW	2,958.27	ft	
Lighting	6	Count	
Name Blado	4	Count	
POLE	2	Count	
Ramp	4	Count	
Stop Sign	2	Count	

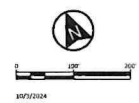
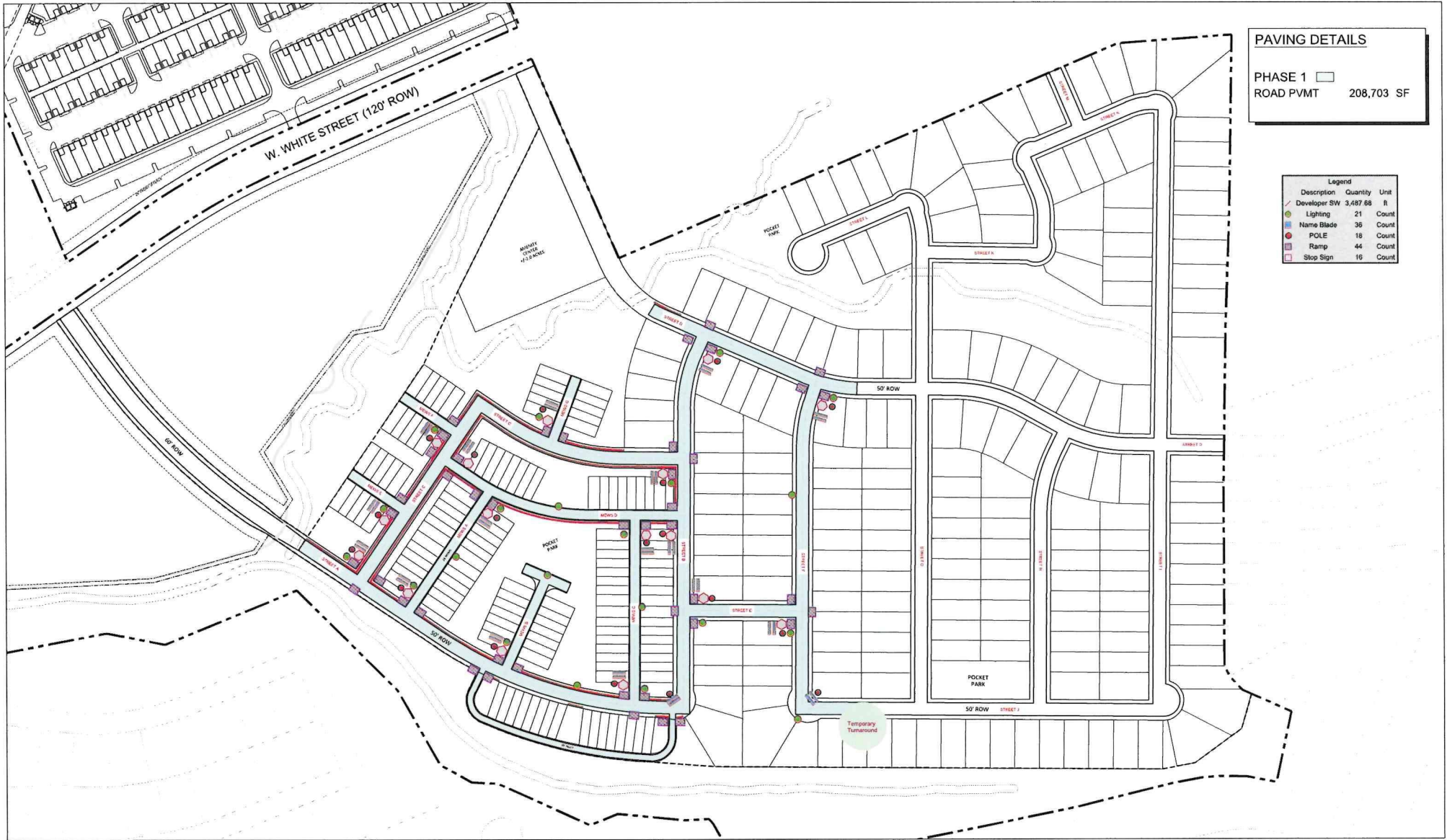
Note:
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± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 PAVING EXHIBIT
 MAJOR IMPROVEMENTS

Trinity Creek
 Exhibit I

Owner Elim Capital Group Ethan Wang - ethan@elimcg.com	Preparer Strand Engineering Prepared on 10.03.2024
---	---

Exhibit I



Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

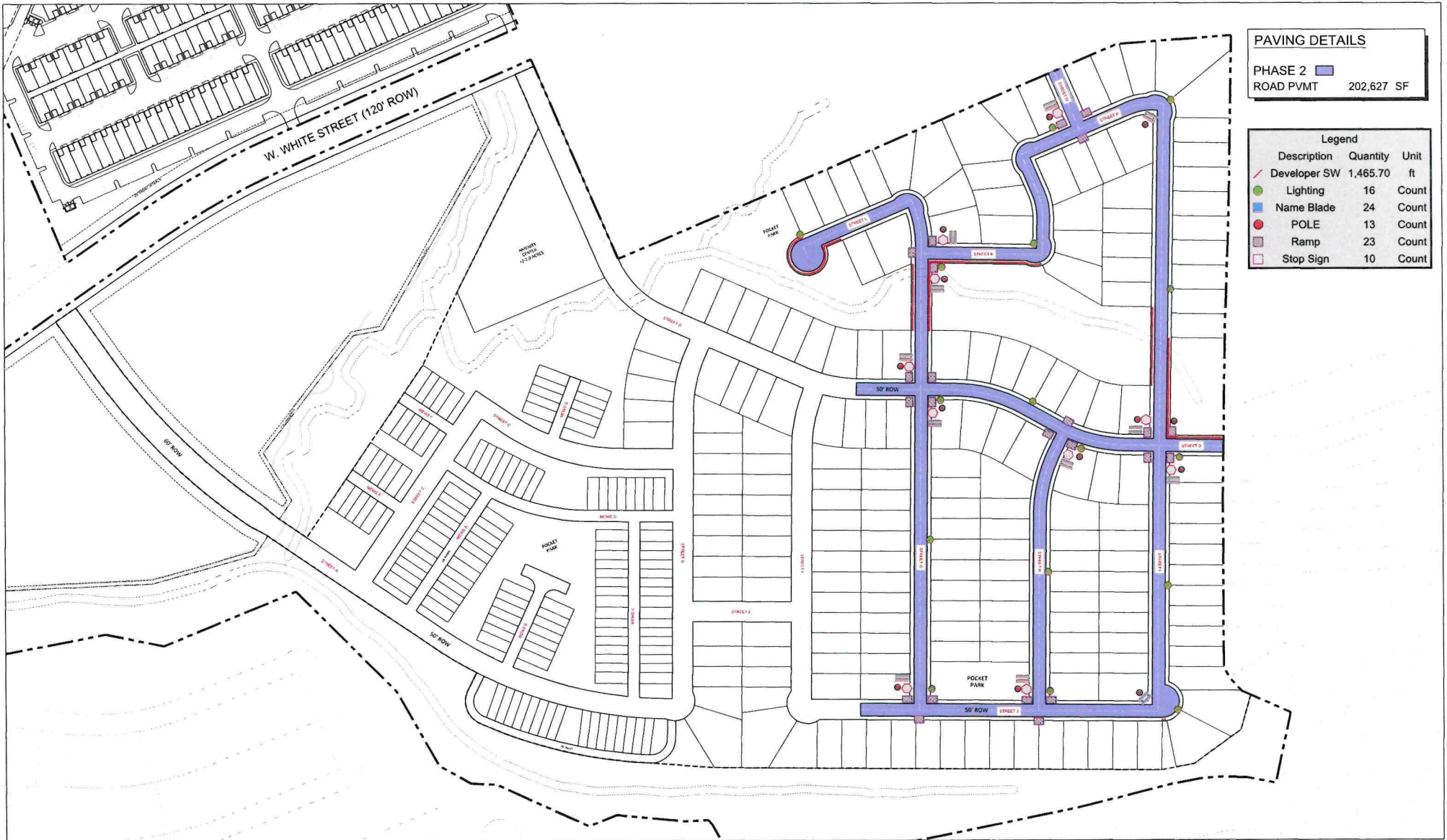
± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 PAVING EXHIBIT
 PHASE 1

Trinity Creek
 Exhibit I

Owner
 Elim Capital Group
 Ethan Wang - ethan@elimcg.com

Preparer
 Strand Engineering
 Prepared on 10.03.2024

Exhibit I



PAVING DETAILS		
PHASE 2		
ROAD PVMT	202,627	SF

Legend		
Description	Quantity	Unit
Developer SW	1,465.70	ft
Lighting	16	Count
Name Blade	24	Count
POLE	13	Count
Ramp	23	Count
Stop Sign	10	Count

Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 PAVING EXHIBIT
 PHASE 2

Trinity Creek
 Exhibit I

Owner Elim Capital Group Ethan Wang - ethan@elimcg.com	Preparer Strand Engineering Prepared on 09.26.2024
---	---

Exhibit I



C= 0.7
I₁₀₀= 7.86 in/hr
TC= 15 min

	Description	Quantity	Unit
	7'X4' RCB	84.0	ft
	9'X5' RCB	93.3	ft
	10' Curb Inlet	4	Count
	21" RCP	289.4	ft



Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

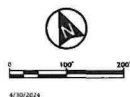
± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
STORM EXHIBIT
MAJOR IMPROVEMENTS

Trinity Creek
Exhibit J

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 04.30.2024

Exhibit J

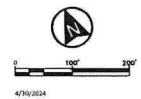
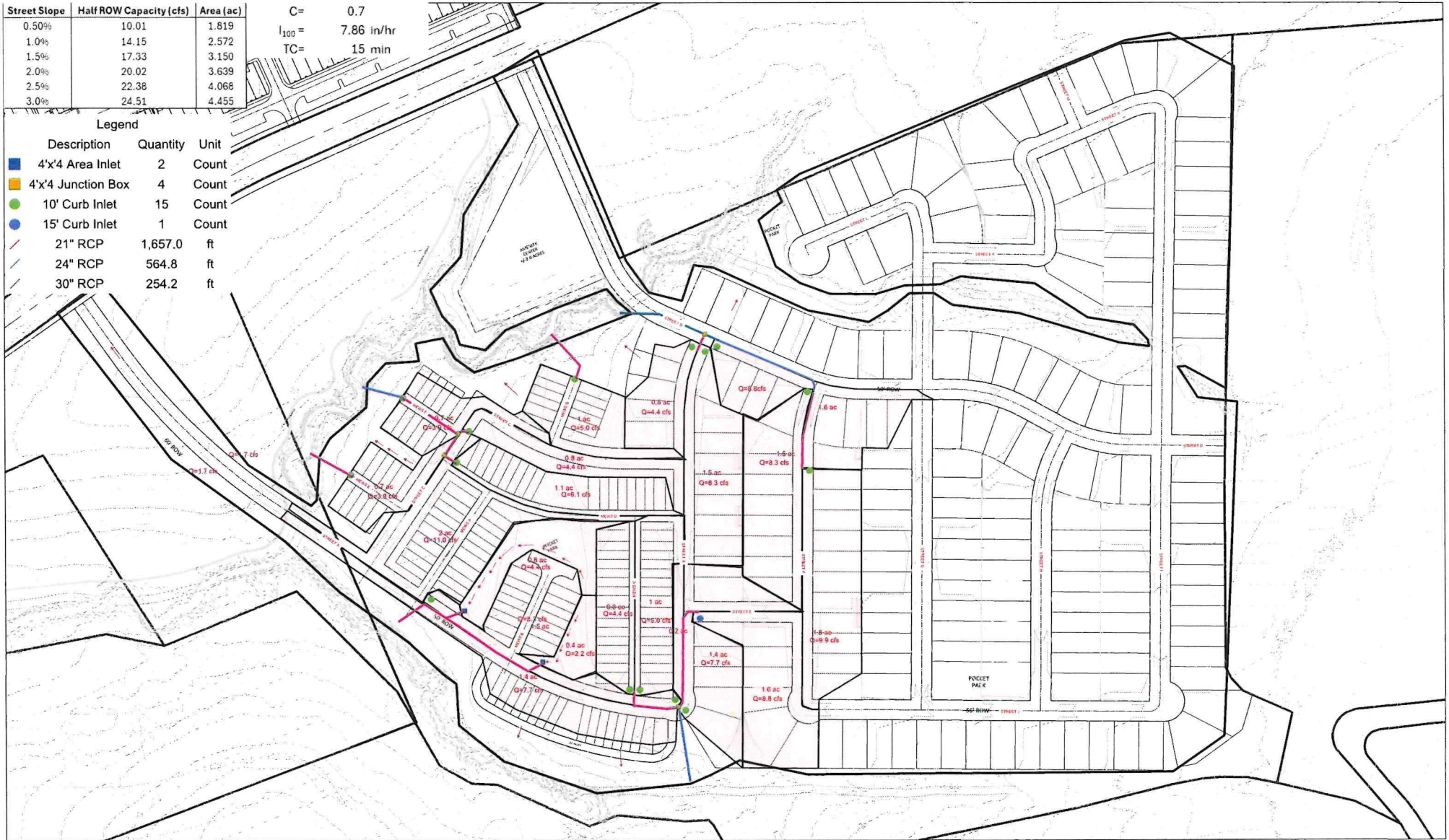


Street Slope	Half ROW Capacity (cfs)	Area (ac)
0.50%	10.01	1.819
1.0%	14.15	2.572
1.5%	17.33	3.150
2.0%	20.02	3.639
2.5%	22.38	4.068
3.0%	24.51	4.455

C= 0.7
 $I_{100} = 7.86 \text{ in/hr}$
 TC= 15 min

Legend

Description	Quantity	Unit
4'x4' Area Inlet	2	Count
4'x4' Junction Box	4	Count
10' Curb Inlet	15	Count
15' Curb Inlet	1	Count
21" RCP	1,657.0	ft
24" RCP	564.8	ft
30" RCP	254.2	ft



Note:
 Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
 STORM EXHIBIT
 PHASE 1

Trinity Creek
 Exhibit J

Owner
 Elim Capital Group
 Ethan Wang - ethan@elimcg.com

Preparer
 Strand Engineering
 Prepared on 04.30.2024

Exhibit J

Street Slope	Half ROW Capacity (cfs)	Area (ac)
0.50%	10.01	1.819
1.0%	14.15	2.572
1.5%	17.33	3.150
2.0%	20.02	3.639
2.5%	22.38	4.068
3.0%	24.51	4.455

C= 0.7
 $I_{100} = 7.86 \text{ in/hr}$
 TC= 15 min

Legend

Description	Quantity	Unit
4'x4' Junction Box	5	Count
5'x3' RCB	71.8	ft
5'x4' RCB	69.3	ft
10' Curb Inlet	19	Count
15' Curb Inlet	1	Count
21" RCP	988.2	ft
24" RCP	299.9	ft
30" RCP	943.5	ft





Note:
Although these plans are detailed, the elements of each exhibit are subject to change during subsequent development phases.

Trinity Creek
Exhibit K

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
Strand Engineering
Prepared on 05.02.2024



± 136.7 ACRES OF LAND
ANNA 137 ACRE TRACT
Trails and Connectivity Plan

1.5' SIDEWALK (TRAIL SYSTEM)	8' SIDEWALK (TRAIL SYSTEM)
4' SIDEWALK (MINOR COLLECTOR)	6' SIDEWALK (MINOR COLLECTOR)
6' SIDEWALK (NEIGHBORHOOD CONNECTIVITY)	5' SIDEWALK (NEIGHBORHOOD CONNECTIVITY)

PRELIMINARY LOT COUNT TABLE		
○	TOWNHOUSE 20' X 80'	132
○	50' X 120' LOT	111
○	60' X 120' LOT	84
	TOTAL	327



ARTIST'S CONCEPTUAL RENDERING FOR ILLUSTRATION PURPOSE ONLY.

Note:
Although these plans are
detailed, the elements of each
exhibit are subject to change
during subsequent development
phases.

Trinity Creek
Exhibit L

Owner
Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer
KMT Architects
Prepared on
01.27.2025



ARTIST'S CONCEPTUAL RENDERING FOR ILLUSTRATION PURPOSE ONLY.

Note:

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**Trinity Creek
Exhibit L**

Owner

Elim Capital Group
Ethan Wang - ethan@elimcg.com

Preparer

KMT Architects
Prepared on
01.27.2025



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Trinity Creek
Exhibit L

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Ethan Wang - ethan@elimcg.com

Preparer
KMT Architects
Prepared on
01.27.2025



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Trinity Creek
Exhibit L

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01.27.2025



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Trinity Creek
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01.27.2025



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**Trinity Creek
Exhibit L**

Owner
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Ethan Wang - ethan@elimcg.com

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KMT Architects
Prepared on
01.27.2025

City of Anna, Texas
Trinity Creek Public Improvement District
PROPOSED DEVELOPMENT PLAN - RESIDENTIAL

For illustration purposes only

TRINITY CREEK PUBLIC IMPROVEMENT DISTRICT (RESIDENTIAL)					
Category	No. of Units	Expected Finished Lot Unit Value	Expected Build Out Unit Value	Expected Finished Lots Value	Expected Build Out Value
Townhouse	132	\$ 75,495	\$ 377,475	\$ 9,965,340	\$ 49,826,700
SF 50'	111	92,230	461,149	10,237,516	51,187,582
SF 60'	84	103,394	516,970	8,685,095	43,425,473
	327			\$ 28,887,951	\$ 144,439,755

Single Family Unit Weighted Average..... \$88,342 \$441,712

Notes:
Information provided by the Developer on 7/22/2025. Subject to change.

City of Anna, Texas
Trinity Creek Public Improvement District
PROJECT DEBT CAPACITY SUMMARY - RESIDENTIAL

For illustration purposes only

	PID BONDS
SOURCES OF FUNDS	
<u>Estimated</u> Par Amount of Bonds	\$ 12,427,000
Total Sources of Funds	\$ 12,427,000
USES OF FUNDS	
Project Fund (Bond Proceeds PID Projects)	\$ 10,047,799
Capitalized Interest Fund ⁽¹⁾	-
Debt Service Reserve Fund ⁽²⁾	945,115
Financing Costs & Deposits to Admin Fund ⁽³⁾	1,434,087
Total Uses of Funds	\$ 12,427,000
 <i>Expected</i> Value-to-Lien per Parcel at Bond Issuance ⁽⁴⁾	 2.32x
Assumed Bond Interest Rate ⁽⁵⁾	6.35%
Average Annual Installment as Tax Rate Equivalent	\$0.7596
Term of Bonds	30 years
Number of Benefited Units	327
PID Assessment per Benefited Unit	\$38,003
Project Funds per Benefited Unit	\$30,727
City PID Fee per SF Unit	(\$3,400)
Net Project Funds per Benefited Unit	\$27,327

Notes:

- (1) Assumes no use of capitalized interest, subject to change. Use of Cap-I reduces project funds generated through bond proceeds.
- (2) Assumes to be the max annual debt service payment.
- (3) For illustration and discussion purposes only; subject to change.
- (4) Assumes no appraisal discounts for illustration purposes only; subject to change.
- (5) For illustration purposes only; subject to change at any time.

City of Anna, Texas
Trinity Creek Public Improvement District
PROJECTED TAX STATEMENT - RESIDENTIAL

For illustration purposes only

Projected Tax Statement

	2024 Tax Rate	Tax Levy on \$377,475 Townhouse	Tax Levy on \$461,149 50' Home	Tax Levy on \$516,970 60' Home
City of Anna	\$ 0.5072	\$ 1,914.55	\$ 2,338.95	\$ 2,622.07
Collin County	0.1493	563.73	688.69	772.06
Collin County Community College District	0.0812	306.59	374.55	419.88
Anna Independent School District	1.2552	4,738.07	5,788.35	6,489.01
Total Tax Rate	\$ 1.9930	\$ 7,522.94	\$ 9,190.54	\$ 10,303.02
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy⁽¹⁾	\$ 0.7596	\$ 2,867.21	\$ 3,502.78	\$ 3,926.78
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	\$ 2.7525	\$ 10,390.15	\$ 12,693.32	\$ 14,229.80

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed \$0.76 per Development Agreement.

City of Anna, Texas
Trinity Creek Public Improvement District
PID BONDS DEBT CAPACITY - RESIDENTIAL

For illustration purposes only

Bond Year	PID Bonds				Administrative Levy ⁽³⁾	TOTAL LEVY	Total Levy as Tax Rate Equivalent
	Principal	Interest ⁽¹⁾	Additional				
			Interest Levy ⁽²⁾				
1	\$ 156,000	\$ 789,115	\$ 62,135		\$ 90,000	\$ 1,097,250	\$ 0.7597
2	165,000	779,209	61,355		91,800	1,097,364	0.7597
3	174,000	768,731	60,530		93,636	1,096,897	0.7594
4	184,000	757,682	59,660		95,509	1,096,851	0.7594
5	195,000	745,998	58,740		97,419	1,097,157	0.7596
6	206,000	733,616	57,765		99,367	1,096,748	0.7593
7	219,000	720,535	56,735		101,355	1,097,624	0.7599
8	232,000	706,628	55,640		103,382	1,097,650	0.7599
9	245,000	691,896	54,480		105,449	1,096,825	0.7594
10	260,000	676,339	53,255		107,558	1,097,152	0.7596
11	276,000	659,829	51,955		109,710	1,097,493	0.7598
12	292,000	642,303	50,575		111,904	1,096,781	0.7593
13	310,000	623,761	49,115		114,142	1,097,017	0.7595
14	329,000	604,076	47,565		116,425	1,097,065	0.7595
15	349,000	583,184	45,920		118,753	1,096,857	0.7594
16	371,000	561,023	44,175		121,128	1,097,326	0.7597
17	394,000	537,464	42,320		123,551	1,097,335	0.7597
18	418,000	512,445	40,350		126,022	1,096,817	0.7594
19	445,000	485,902	38,260		128,542	1,097,704	0.7600
20	472,000	457,645	36,035		131,113	1,096,792	0.7593
21	502,000	427,673	33,675		133,735	1,097,083	0.7595
22	534,000	395,796	31,165		136,410	1,097,370	0.7597
23	568,000	361,887	28,495		139,138	1,097,520	0.7598
24	604,000	325,819	25,655		141,921	1,097,394	0.7598
25	642,000	287,465	22,635		144,759	1,096,859	0.7594
26	683,000	246,698	19,425		147,655	1,096,777	0.7593
27	727,000	203,327	16,010		150,608	1,096,945	0.7594
28	774,000	157,163	12,375		153,620	1,097,157	0.7596
29	824,000	108,014	8,505		156,692	1,097,211	0.7596
30	877,000	55,690	4,385		159,826	1,096,901	0.7594
	\$ 12,427,000	\$ 15,606,903	\$ 1,228,890		\$ 3,651,127	\$ 32,913,920	

(1) Assumes an interest rate of 6.35% for discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after input from PID Administrator.

Assumes PID administrative expenses for two PID improvement areas.

Exhibit N

Form of Written Request to Levy Assessments

The undersigned is an agent for Anna Group, LLC (“Developer”) and, pursuant to the Trinity Creek Development Agreement between the Developer and the City of Anna, Texas (the “City”), dated as of _____, 2025 (the “Agreement”), Developer hereby requests that the City levy Assessments in the maximum principal amount of \$_____ upon [the Major Improvement Area/Improvement Area #___] (the “Improvement Area”) to pay (i) the Public Improvement Project Costs attributable to said Improvement Area, (ii) to pay the costs of issuance of the associated series of PID Bonds, (iii) and to pay the costs of capitalized interest attributable to said series of PID Bonds, if any. Developer further requests that the City initiate the issuance of PID Bonds secured by said Assessments levied upon the Improvement Area.

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Agreement. In connection with the above request, Developer acknowledges, agrees, represents and warrants to the City as follows:

- 1) Developer has obtained the Independent Appraisal attached hereto as Attachment I (the “Appraisal”).
- 2) The maximum “overlapping tax rate” on the Improvement Area when taking into account the proposed Assessments, current ad valorem tax rates for all taxing entities within the PID, and based upon the attached Appraisal do not exceed the Maximum Total Overlapping Tax Rate.
- 3) [The value to lien ratio for the proposed Assessments is not less than 2:1, based upon the attached Appraisal] OR [Based upon the recommendation of the City’s financial advisor, the Developer understands and agrees that (a) the Indenture governing the issuance of the requested PID Bonds shall contain a provision requiring a holdback of PID Bond Proceeds in the amount of the difference between the value to lien ratio at the time of issuance of said PID Bonds (based on the attached Appraisal) and 2:1 until the value to lien ratio is at 2:1, as calculated based on the number of completed homes at the Estimated Buildout Value for homes in the Improvement Area as shown in the Service and Assessment Plan or (b) the City may issue a subordinate series of PID Bonds in a principal amount equal to the amount of the difference between the value to lien ratio at the time of issuance of the requested PID Bonds (based on the attached Appraisal).] The appraised value of the portion of the PID Property in the Improvement Area to the par amount of PID Bonds being requested with respect to such Improvement Area shall be confirmed by an Independent Appraisal at the time such PID Bonds are issued unless such requirement is waived by the City its sole discretion..
- 4) If the applicable portion of Public Improvements has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such Public Improvement Project Cost, the City may require the Developer to, at time of closing the PID Bonds, provide evidence of (a) available funds to the Developer or any corporate parent of the Developer and made available to the Developer, (b) evidence of financial security from a Lender (as defined herein) of loan funds available under a loan, letter of credit or other credit facility extended to the Developer or any

corporate parent of the Developer and made available to the Developer by a Lender for the purpose of development of the Public Improvements, equal to or greater than the difference between the Public Improvement Project Costs and the PID Bond Proceeds available to fund such Public Improvement Project Costs or (c) a completion agreement from any party serving as a Developer that is a publicly traded or publicly listed company or homebuilder; or any combination of (a), (b) or (c) in the discretion of the Developer. If so required by the City, and the Developer provides evidence of available funds or fiscal security as described in the preceding sentence in connection with a series of PID Bonds, the Developer shall not be required to provide any up front cash deposit to fund the applicable Public Improvements not otherwise funded through the applicable series of PID Bonds.

5) The Developer is not delinquent on any taxes and assessments of the City, including without limitation, payment of Assessments.

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

7) The Public Improvements to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by the Agreement, including without limitation any applicable City Regulations.

8) The maximum maturity for the requested PID Bonds will not exceed thirty (30) years from the date of delivery thereof and the final maturity for the requested PID Bonds is not later than forty-five (45) years from the Effective Date of the Agreement.

10) The Developer understands and agrees that it must enter into a continuing disclosure agreement in the form required by the Underwriter or by the purchasers of the PID Bonds, and Developer represents and warrants that Developer is currently in compliance with all past continuing disclosure obligations.

11) Developer is not in material default under the Agreement.

12) The requested PID Bonds will not be issued through a third-party conduit and must be approved by the Texas Attorney General.

13) Attached hereto as Attachment II is true and correct schedule showing the amounts of PID Bond Proceeds that are reasonably expected to be spent following the issuance date of the requested PID Bonds.

ANNA GROUP, LLC,
a Texas limited liability company

By: 

Name: Ethan Wang

Title: Manager

From: Janet Smith <[REDACTED]>
Sent: Tuesday, August 12, 2025 2:59 PM
To: Pete Cain <pcain@annatexas.gov>; Kevin Toten <ktoten@annatexas.gov>; Stan Carver <scarver@annatexas.gov>; Kelly Herndon <kherndon@annatexas.gov>; Elden Baker <ebaker@annatexas.gov>; Manny Singh <msingh@annatexas.gov>; nbryan@annatexas.gov
Cc: Janet Smith <[REDACTED]>; Betty Sharp <[REDACTED]>; Lauren Mecke <lmecke@annatexas.gov>; Marc Marchand <mmarchand@annatexas.gov>
Subject: [EXTERNAL]: Council Agenda Tuesday August 12, 2025

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are still unsure, please report this email via the PhishNotify button.

ITEM 7g. on the Agenda. Consider/Discuss/Action on a Resolution regarding the Trinity Creek Pre-Annexation Development Agreement (PADA)

I strongly oppose the Concept Pan presented in the Trinity Creek Pre-Annexation Development Agreement.

We know we are maxed out on Multi-family homes in the city and ETJ of Anna. But here we are looking at more Multifamily homes in the Trinity Pre Annexation Development Agreement. Can we not expect new, innovative ideas instead of the same old thing? Where are the forward thinking Developers. Melissa seems to find them as does Plano, and Celina. We get multiple requests for large lots and preservation of the open space and country atmosphere but all we seem to do is approve high density development. This Development is located on a highly travelled road (FM 455) that butts up against a major curve over Hurricane Creek,,,,,a traffic nightmare.

Please deny the Trinity Development Agreement that includes this Concept Plan.

Sincerely,

Janet Smith
10468 County Rd 288
Anna, Tx 75409
Cell: [REDACTED]
Email: [REDACTED]
My major access/exit Road is FM 455



VG-91-2025-2025000110976

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2025000110976

Real Property

RESOLUTION

Recorded On: August 29, 2025 04:13 PM

Number of Pages: 117

" Examined and Charged as Follows: "

Total Recording: \$485.00

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

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

File Information:

Document Number: 2025000110976
Receipt Number: 20250829000823
Recorded Date/Time: August 29, 2025 04:13 PM
User: Abby H
Station: Station 11

Record and Return To:

CITY OF ANNA
120 W 7TH ST

ANNA TX 75409



STATE OF TEXAS

Collin County

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

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX



Collin County Clerk

Honorable Stacey Kemp
2300 Bloomdale Rd. Suite 2106
McKinney, TX 75071

Main: (972)548-4185 **Fax:** (972)547-5731

Receipt: 20250829000823
Date: 08/29/2025
Time: 04:13PM
By: Abby H
Station: Station 11
Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>	<u>GF Number</u>
1	Real Property	RL	2025000110976	117	\$485.00		

Order Total (1) \$485.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1	Credit Card	100335256543	RESOLUTION	\$485.00

Total Payments (1) \$485.00

Change Due \$0.00

CITY OF ANNA
107 W 7TH ST
ANNA, TX 75409
(214) 831-5333

For more information about the County Clerk's office and to search property records online, please visit <https://www.collincountytx.gov/county-clerk/>

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

Description or Name	Amount	Qty	Conv. Fee	Result
Fees: RESOLUTION Payment ID: 100335256543 Payment	\$485.00	1	\$10.19	Approved
Total Amounts + All Fees:	\$495.19			

BILLING INFORMATION**Auth Code: 024980****EMV Details:****CARRIE LAND****MASTERCARD****Card Entry Method: Chip****AID: A0000000041010****TVR: 0000008000****IAD: FB80C9FE3B6779490012****TSI: E800****ARC: 00****Processed at 08/29/2025 4:12:37 PM CDT****LEGAL NOTICE**

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Item No. 7.c.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/2/2026
Staff Contact: Kaleb Kentner

AGENDA ITEM:

Consider/Discuss/Action to call a public hearing regarding amendments to Chapter 9 (Planning and Development Regulations) of the City of Anna Code of Ordinances. (TA 26-0001)

SUMMARY:

Recommend calling the Public Hearing for the March 2, 2026 Planning & Zoning Commission meeting at 6:30 p.m. to be held in the Council Chambers of the Municipal Complex (120 W. 7th Street).

BACKGROUND:

PURPOSE

This staff report outlines a review of the subdivision regulations of the City of Anna in their entirety as requested by the Planning & Zoning Commission, with a focus in part to the framework for delegating plat approval authority from the Planning Commission and City Council to designated staff under Texas Local Government Code Section 212.0065.

BACKGROUND

Chapter 212 of the Texas Local Government Code designates a “municipal authority responsible for approving plats,” which in our current ordinances is the Planning Commission in most instances, with plats typically appearing on consent agendas. The law requires municipalities to approve plats complying with ordinances and cannot arbitrarily deny plats. In order to give denial of a plat, a list of reasons must be given with reference to adopted ordinances.

It should be noted that these state regulations were written in the context that most cities did not have professional staff to review plats. Cities and towns such as New Hope rely on their Planning & Zoning Commission to review plats for compliance with their adopted ordinances. In Anna, that role has already shifted to staff but the legal approval authority was changed in 2023 from City Council to the Planning & Zoning Commission. Section 212.0065 allows the approval authority to “one or more officers or employees” (and certain utility employees) with two key safeguards:

1. Staff may, for any reason, elect to present a plat to the commission/council for action.
2. Applicants retain a right to appeal staff disapproval to the commission or council.

Recent legislative changes (H.B. 3699 effective September 1, 2023) also emphasize strict 30-day decision deadlines, written reasons for disapproval, and publication of complete application requirements, making timely, administrative review increasingly important.

Given our population of approximately 38,000 residents with professional staff capacity, it is appropriate to consider shifting most plat approvals to staff while preserving commission/council oversight for policy, appeals, and complex cases. Delegation under Section 212.0065 is not a loss of authority; the commission and council retain the ability to hear appeals and to receive plats staff elects to present for any reason.

Pros for Delegation:

Use of Commission Time: Most plats are currently approved as a group in one motion of the consent agenda items during Planning & Zoning Commission meetings, suggesting the commission are serving a largely administrative role on plats that must be decided by objective standards.

Customer Service and Deadline Compliance: Staff-level approval enables more flexible scheduling and internal coordination to meet the statutory 30-day “shot clock” and related timelines.

Technical Review and Consistency: Professional staff will continue to apply adopted subdivision standards using detailed checklists and procedures, leading to more consistent decisions while leaving policy to the commission and council to review regularly.

Oversight and Checks and Balances: Delegation under Section 212.0065 is not a loss of authority; the commission and council retain the ability to hear appeals and to receive plats staff elects to present for any reason.

Cons for Delegation:

Perception of Transparency: Administrative plat approvals occur at the staff level with less public attention, which can reduce perceived transparency. Even if decisions are strictly rule-based, some residents may “trust” the commission more than staff regarding plats even though they are consistently approved on consent agenda.

Recommended Delegation Model:

Staff recommends a hybrid delegation approach:

Delegate to the Planning Director (or designee) the authority to approve, approve with conditions, or disapprove the plats, retaining Commission/Council Role to review regularly regulations and to consider adoption of subdivision regulations. Commission or Council will act on appeals of staff disapprovals, as required by Section 212.0065(c) and Plats that staff elects to forward due to the Commission, consistent with 212.0065(b) (“may, for any reason, elect to present the plat”).

For checks and balances to address perception and transparency, reporting would be provided periodically (e.g., quarterly, semi-annual, or monthly) informational reports to the Planning Commission and City Council listing all plats approved administratively, including basic project information and any notable conditions.

NEXT STEPS:

To implement delegation lawfully and clearly, the staff would need to:

- Prepare an amended text and a formal ordinance of the subdivision regulations and both the Planning & Zoning Commission and City Council would hold a public hearing. The amendment would include other amendments to the regulations to provide clarity and to simplify the regulations.
- Specific details include that the municipal authority responsible for approving plats delegates authority for approvals to staff under Section 212.006. Adding a delegation section tracking the language of Section 212.0065, expressly authorizing named officers or employees to approve, approve with conditions, or disapprove plats.
- Codify that staff may, for any reason, elect to present any plat to the Planning Commission for action.
- Update Procedures and Administrative Materials. Update internal review procedures and tracking systems so staff decisions meet the 30-day shot clock deadline in Section 212.009. Align staff checklists and approval letters with the adopted subdivision standards to ensure decisions remain ministerial and defensible.
-

Planning & Zoning Commission Alternatives:

1. **Recommend Staff proceed with scheduling a public hearing to consider amending the subdivision regulations including the delegation model presented and provided in this staff report along with other amendments to clarify and simplify the subdivision regulations.**
2. **Recommend changes to alternative 1 by expanded directions and clarifications to staff.**
3. **Take no action and make no changes to the subdivision regulations.**

Staff recommends that the Planning & Zoning Commission proceed with alternative 1

ATTACHMENTS:



Item No. 8.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 2/2/2026

Staff Contact:

AGENDA ITEM:

Future Agenda Items

SUMMARY:

BACKGROUND:

Date Submitted		Jurisdiction	
Owner			
Representative/Applicant			
Requested Action			
Purpose			
Land Area			
Location			
Comp Plan Designation			
Existing Zoning			
Public Notice			
Surrounding Properties			
	Land Use	Zoning	Comp Plan Designation
North			
East			
South			
West			

ATTACHMENTS: