

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

Thursday, July 2, 2026 @ 6:00 PM

The CDC/EDC of the City of Anna will meet on Thursday, July 2, 2026 at 6:00 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**

American Pledge: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, 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.**

Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.
4. **Consent Agenda.**
 - a. Approve minutes from the June 4, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the June 4, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Items For Individual Consideration.**
 - a. Conduct a Public Hearing and Consider/Discuss/Action on Resolution No.

2026-07-10 approving an Economic Incentive Performance Agreement between the Anna Community Development Corporation and White & Willow – Anna, LLC relating to the Willow Creek Addition, Phase 1B development. (CDC)

6. **Director's Report.**

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

7. **Closed Session.**

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

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

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

10. **Adjourn.**

This is to certify that I, Natasha Roach, Director of Economic Development, 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 06/26/2026.

Natasha Roach,
Director of Economic Development

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

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



“NOTICE OF POSSIBLE QUORUM”

Thursday, July 2, 2026 @ 6:00 PM

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

The Anna City Council, Board of Adjustment, Neighbor Engagement and Inclusion Advisory Commission, Parks and Recreation Advisory Board, and Planning and Zoning Commission may have a quorum in attendance at this meeting.

CDC/EDC Meeting

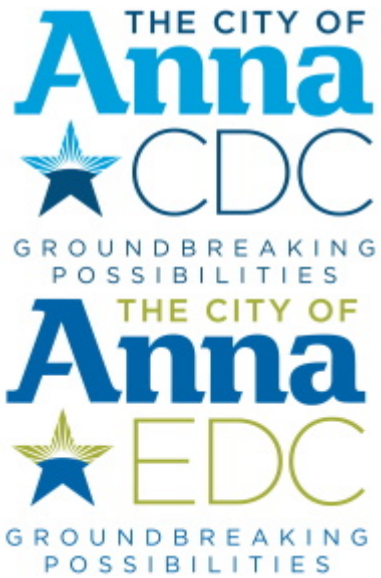
It is not a certainty that a Quorum or other number of members of a City Affiliated Body will attend the event; and

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

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

This is to certify that I, Natasha Roach, Director of Economic Development, posted this Notice of Quorum at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin Board by 5:00 PM, 06/26/2026

Natasha Roach,
Director of Economic Development



Item No. 1.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

AGENDA ITEM:

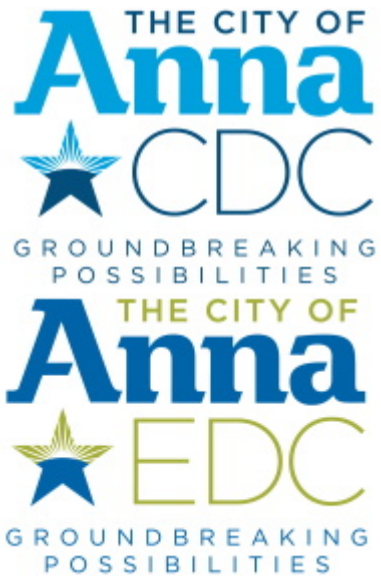
Call to Order, Roll Call, and Establishment of Quorum.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 2.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

AGENDA ITEM:

Invocation and Pledge of Allegiance.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 3.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

AGENDA ITEM:

Neighbor Comments.

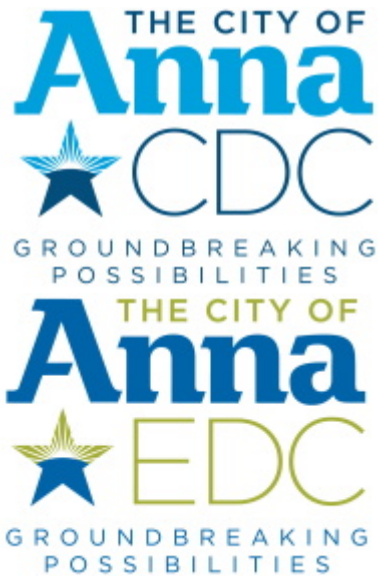
SUMMARY:

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

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Approve minutes from the June 4, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

Review and approve the meeting minutes from the June 4, 2026, Joint CDC/EDC Meeting.

FINANCIAL IMPACT:

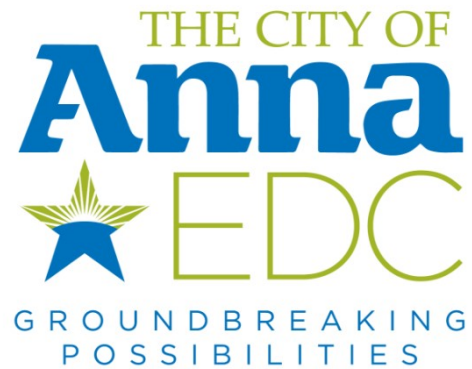
This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. June 4_2026 CDC EDC Joint Meeting Minutes_Draft



**Anna Community Development Corporation and
Anna Economic Development Corporation Meeting Minutes**

Thursday, June 4, 2026 @ 6:00 PM

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a joint meeting at 6:00 PM on Thursday, June 4, 2026, at the Anna Municipal Complex in City Council Chambers, located at 120 W. 7th Street, Anna, Texas 75409.

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

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

The meeting was called to order by Board President Bruce Norwood at 6:02 PM.

Members Present:

Board President Bruce Norwood
Board Vice-President Manny Singh
Board Secretary Dwyke Williams
Board Member Noah Nylander
Board Member Rocio Gonzalez (arrived at 6:05 PM)
Board Member Edward Culham
Board Member Regina Leachman

Others Present:

Director Natasha Roach
Economic Development Manager Salena Tittle
City Attorney David Overcash
Councilwoman Kelly Patterson-Herndon

2. Invocation and Pledge of Allegiance.

Board Secretary Dwyke Williams led the Invocation and Pledge of Allegiance and the Texas Pledge.

3. **Neighbor Comments.**

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

There were none.

4. **Consent Agenda.**

- a. Approve minutes from the May 7, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
- b. Approve minutes from the May 7, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

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

5. **Individual Consideration.**

- a. Conduct a Public Hearing and Consider/Discuss/Action on Resolution No. 2026-06-9 approving an Economic Development Incentive Agreement between the Anna Community Development Corporation, the City of Anna, and BVE Anna NEC LLC relating to the proposed Rosamond Town Center Development. (CDC)

Board Member Rocio Gonzalez arrived at 6:05 PM during the reading of this item.

Board President Bruce Norwood opened the Public Hearing at 6:06 PM.

Board President Bruce Norwood closed the Public Hearing at 6:08 PM.

Motion: Board President Bruce Norwood made a motion on behalf of the CDC to approve the resolution authorizing an Economic Development Incentive Agreement between the CDC, the City of Anna, and BVE Anna NEC LLC. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

6. **Manager's Report.**

a. Strategic Plan Update

Economic Development Manager, Salena Tittle, gave a brief overview of the highlights for the month of May. Those highlights included: Community Engagement, Professional Development, Partnership Events, Small Business Highlights, and Sponsorships Events.

No Action Taken

b. Financial Report / Sales Tax Update

Economic Development Manager, Salena Tittle, presented the Board with updated information on decreased sales tax & CDC sales tax for the month of March 2026, which was down approximately 43% from the previous year.

No Action Taken

c. Event Updates / Upcoming Events / Reminders

Economic Development Manager, Salena Tittle, provided the Board with a couple of reminders: The City of Anna's Annual Boots and Booms 4th of July event which will be held on Saturday, June 27th and the Rosamond Town Center Groundbreaking which will be held on Tuesday, June 30th. Mrs. Tittle also reminded the Board to like, follow, and share the EDC's social media pages in order to continue getting the most up to date information to our local businesses and neighbors.

No Action Taken

7. **Closed Session.**

MOTION: Board Member Rocio Gonzalez made a motion to enter into closed session. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

The CDC/EDC Board entered into closed session at 6:16 PM.

- a. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract. Pending Contracts.
- b. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
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8. **Reconvene into open session and take any action on closed session items.**

Board President Bruce Norwood called the CDC/EDC Board Meeting back into open session at 7:37 PM.

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

There were none.

10. **Adjourn.**

Board President Bruce Norwood adjourned the meeting at 7:37 PM.

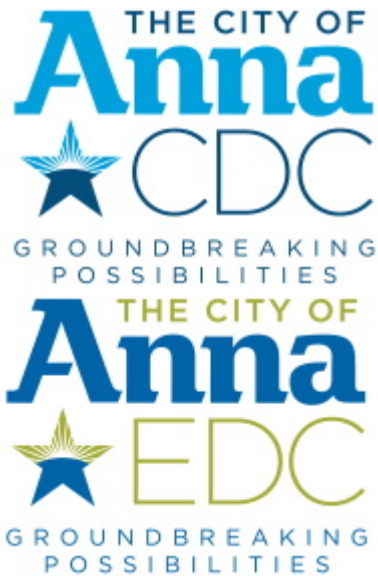
Approved on the 2nd day of July, 2026.

APPROVED:

ATTESTED:

Bruce Norwood
President of CDC/EDC

Dwyke Williams
Secretary of CDC/EDC



Item No. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Approve minutes from the June 4, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

Review and approve the meeting minutes from the June 4, 2026, Joint CDC/EDC Meeting.

FINANCIAL IMPACT:

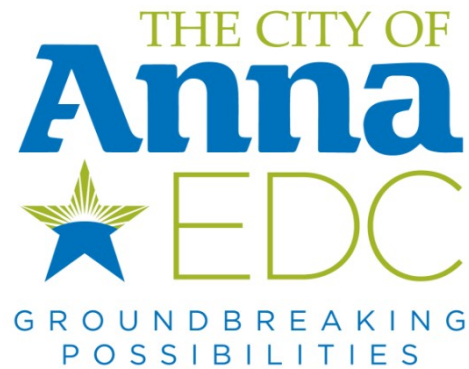
This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. June 4_2026 CDC EDC Joint Meeting Minutes_Draft



**Anna Community Development Corporation and
Anna Economic Development Corporation Meeting Minutes**

Thursday, June 4, 2026 @ 6:00 PM

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Board Member Rocio Gonzalez (arrived at 6:05 PM)
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Others Present:

Director Natasha Roach
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City Attorney David Overcash
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2. Invocation and Pledge of Allegiance.

Board Secretary Dwyke Williams led the Invocation and Pledge of Allegiance and the Texas Pledge.

3. **Neighbor Comments.**

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There were none.

4. **Consent Agenda.**

- a. Approve minutes from the May 7, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
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MOTION: Board Member Edward Culham made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Secretary Dwyke Williams seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

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Board President Bruce Norwood opened the Public Hearing at 6:06 PM.

Board President Bruce Norwood closed the Public Hearing at 6:08 PM.

Motion: Board President Bruce Norwood made a motion on behalf of the CDC to approve the resolution authorizing an Economic Development Incentive Agreement between the CDC, the City of Anna, and BVE Anna NEC LLC. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

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a. Strategic Plan Update

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No Action Taken

b. Financial Report / Sales Tax Update

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No Action Taken

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No Action Taken

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- a. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract. Pending Contracts.
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8. **Reconvene into open session and take any action on closed session items.**

Board President Bruce Norwood called the CDC/EDC Board Meeting back into open session at 7:37 PM.

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

There were none.

10. **Adjourn.**

Board President Bruce Norwood adjourned the meeting at 7:37 PM.

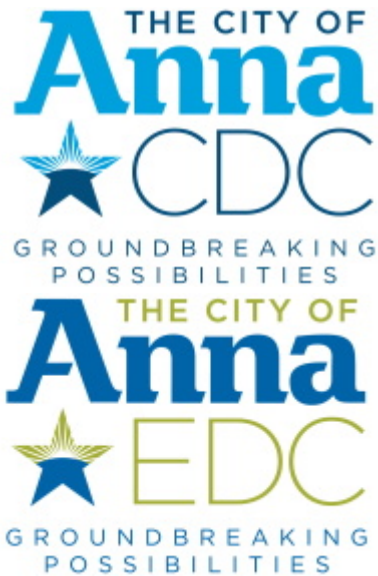
Approved on the 2nd day of July, 2026.

APPROVED:

ATTESTED:

Bruce Norwood
President of CDC/EDC

Dwyke Williams
Secretary of CDC/EDC



Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on Resolution No. 2026-07-10 approving an Economic Incentive Performance Agreement between the Anna Community Development Corporation and White & Willow - Anna, LLC relating to the Willow Creek Addition, Phase 1B development. (CDC)

SUMMARY:

This item is to consider approval of an Economic Development Incentive Agreement between the Anna Community Development Corporation (CDC) and White & Willow - Anna, LLC for the development of a multi-tenant retail building on approximately 1.04 acres located on the north side of W. White Street, approximately 300 feet east of Willow Creek Drive.

The agreement provides performance measure incentives to support the construction of:

Project: A minimum 8,300-square-foot multi-tenant retail building

Incentive: Impact Fee Credits and/or Reimbursement

Key Performance Measures:

- Completion of all project improvements before execution of this agreement (July 2, 2026)
- Continued ownership of property and project for the duration of three (3) years from the date of the corporation's one-time payment

Protective Provision:

- Clawback / Repayment provision if key performance measures are not met

FINANCIAL IMPACT:

Details of the financial impact are as follows:

Impact Fee Credits and/or Reimbursement:

- One-time payment not to exceed \$50,000 for project improvements

STAFF RECOMMENDATION:

Staff recommends approval of the Economic Development Incentive Agreement and execution by the President or Vice-President of the Board of Directors.

ATTACHMENTS:

1. 2026-07-10 CDC Resolution - Willow Creek Addition Agreement
2. Anna CDC Economic Dev (Impact Fee) Agreement Final (Signed by Bruce)

**ANNA COMMUNITY DEVELOPMENT CORPORATION
RESOLUTION NO. 2026-07-10**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT WITH WHITE & WILLOW – ANNA, LLC; FINDING THAT THE PROJECT PROMOTES NEW OR EXPANDED BUSINESS DEVELOPMENT; AUTHORIZING A CORPORATION PAYMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 SUBJECT TO PERFORMANCE MEASURES, CLAWBACK, SECURITY, AND OTHER AGREEMENT REQUIREMENTS; AUTHORIZING EXECUTION OF THE AGREEMENT AND RELATED INSTRUMENTS; AUTHORIZING CORPORATION OFFICERS TO TAKE CERTAIN ACTIONS; PROVIDING FOR CITY COUNCIL APPROVAL AND OTHER CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Anna Community Development Corporation (the “Corporation”) is a Texas nonprofit corporation and Type B economic development corporation created pursuant to the Development Corporation Act, codified in Subtitle C1, Title 12 of the Texas Local Government Code, including Chapters 501 and 505 thereof, as amended (the “Act”); and

WHEREAS, Developer, White & Willow – Anna, LLC (“Developer”), owns or controls certain real property located within the City of Anna, Texas, and has completed certain project improvements generally described as Willow Creek Addition, Phase 1B (collectively, the “Project”); and

WHEREAS, the Corporation and Developer desire to enter into that certain Economic Incentive and Performance Agreement, in substantially the form attached hereto as Exhibit 1 (the “Agreement”), relating to the completed Project and certain continuing performance obligations of Developer; and

WHEREAS, the Agreement provides for a Corporation payment to Developer in an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00), subject to the terms, conditions, and limitations of the Agreement; and

WHEREAS, the Agreement requires prospective performance by Developer, including without limitation Developer's obligation to maintain sole ownership of the Property and Project and to continuously operate the Project on the developed property for at least three (3) years, together with such related certification, documentation, clawback, security, and other requirements as are set forth in the Agreement; and

WHEREAS, the Board of Directors of the Corporation (the “Board”) finds that the Project and the Agreement promote new or expanded business development in the City of Anna, Texas, and further the public purposes of the Corporation and the Act; and

WHEREAS, the Agreement is intended to constitute a written performance agreement satisfying the requirements of Texas Local Government Code Section 501.158 and other applicable provisions of the Act, including provisions establishing the applicable performance requirements and the terms under which repayment must be made if Developer does not meet those requirements; and

WHEREAS, to the extent required by applicable law, the Project, the Agreement, and the expenditure of Corporation funds remain subject to completion of all legally required notices, public hearings, publication and petition procedures, City Council approvals, and any other conditions precedent set forth in the Agreement or applicable law; and

WHEREAS, the Board desires to approve the Agreement, authorize the Corporation payment described therein, and authorize the Corporation's officers to execute and deliver the Agreement and related instruments, subject to the conditions and limitations set forth in this resolution and the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION THAT:

Section 1. Findings Incorporated. The findings set forth in the recitals of this resolution are hereby found to be true and correct and are incorporated into the body of this resolution as if fully set forth herein.

Section 2. Approval of Project and Agreement. The Board hereby approves the Project and the Agreement in substantially the form attached hereto as Exhibit 1, together with such non-material changes, conforming revisions, and legal-form revisions as may be approved by the President of the Corporation and legal counsel for the Corporation. The Board further finds that the Project and the Agreement promote new or expanded business development in the City of Anna, Texas, and further the public purposes of the Corporation and the Act.

Section 3. Authorization of Corporation Payment. Subject to the terms and conditions of the Agreement, the availability and lawful appropriation of Corporation funds, and satisfaction of all conditions precedent set forth in the Agreement and applicable law, the Board authorizes payment of Corporation funds to Developer in an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00). No payment shall be made unless and until the Agreement has been fully executed and all conditions precedent to payment have been satisfied or waived by the Corporation in writing.

Section 4. Authority to Execute and Deliver Documents. The President of the Corporation is hereby authorized to execute and deliver the Agreement, and any other instrument reasonably necessary or desirable to carry out the purposes of this resolution and the Agreement. The Vice President of the Corporation is authorized to execute and deliver such instruments if the President is absent, unavailable, or otherwise unable to act. The Secretary of the Corporation is authorized to attest the signatures of the President, Vice President, or other authorized officer and to certify copies of this resolution.

Section 5. Conditions; No Waiver of Required Approvals. This resolution does not waive, modify, or dispense with any approval, notice, hearing, publication, petition period, City Council action, budgetary authorization, or other procedure required by applicable law, the Corporation's bylaws, the Agreement, or any other governing document. To the extent required by applicable law, the Corporation's authority to undertake the Project and expend funds under the Agreement is expressly conditioned upon approval by the City Council of the City of Anna, Texas, including any resolution required to be adopted after two separate readings, expiration or satisfaction of any applicable petition period, completion of any required public hearing or notice, and satisfaction of all other legally required procedures.

Section 6. Recordation and Security Instruments. The Board authorizes the Corporation, acting through its authorized officers, to record the Agreement, a memorandum of the Agreement, any deed of trust, any notice of contractual lien, or any other related instrument in the Official Public Records of Real Property of Collin County, Texas, as may be necessary or desirable to provide notice of, evidence, secure, preserve, enforce, or release the Corporation's rights under the Agreement.

Section 7. Further Acts. The President, Vice President, Secretary, and other authorized officers, employees, consultants, and agents of the Corporation are hereby authorized and directed to take all actions and execute all documents reasonably necessary or desirable to carry out the intent and purposes of this resolution and the Agreement.

Section 8. Effective Date. This resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the Board of Directors of the Anna Community Development Corporation on this 2nd day of July, 2026.

APPROVED:

ATTEST:

Manny Singh, Vice-President

Dwyke Williams, Secretary

EXHIBIT 1
AGREEMENT

ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

THIS ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT and Performance Agreement (this "Agreement") is made and entered into effective as of July 2, 2026 (the "Effective Date"), by and between the Anna Community Development Corporation, a Texas Type B economic development corporation (the "Corporation"), and White & Willow – Anna, LLC ("Developer"). The Corporation and Developer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Corporation has been created and is operated pursuant to the Development Corporation Act, codified in Subtitle C1, Title 12 of the Texas Local Government Code, including Chapters 501 and 505 thereof, as amended (the "Act"); and

WHEREAS, Developer owns or controls certain real property located within the City of Anna, Texas, and described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer has completed the project and improvements described on Exhibit B attached hereto (collectively, the "Project Improvements"); and

WHEREAS, the Corporation has determined, subject to all required approvals and legally required procedures, that providing the Funding Amount described below as an impact fee credit and/or reimbursement associated with the completed Project Improvements will promote or develop new or expanded business development in the City of Anna and will further the public purposes of the Corporation; and

WHEREAS, because the Project Improvements have been completed before the execution of this Agreement, the principal prospective consideration to be provided by Developer is Developer's continuing performance obligation to maintain sole ownership of the Property and the completed Project and to continuously operate the Project on the Property for at least three (3) years, as more particularly described in this Agreement;

WHEREAS, the Parties intend for this Agreement to constitute a written performance agreement to the extent required by Texas Local Government Code Section 501.158 and other applicable provisions of the Act, including provisions establishing the performance requirements applicable to Developer and the terms under which repayment must be made if Developer fails to meet those requirements; and

WHEREAS, the Parties desire to set forth their respective rights and obligations regarding the Corporation's payment of the Funding Amount and Developer's corresponding performance obligations.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, obligations, and benefits set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section 1. Definitions. For purposes of this Agreement, each of the following terms shall have the meanings set forth below unless the context clearly indicates otherwise:

"Act" means the Development Corporation Act, codified in Subtitle C1, Title 12 of the Texas Local Government Code, including Chapters 501 and 505 thereof, as amended.

"*Affiliate*" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with Developer.

"*Change in Control*" means any transaction or series of transactions that results in a transfer of the power to direct or cause the direction of the management, ownership, or operation of Developer or the Project, whether through ownership interests, voting rights, contractual rights, or otherwise.

"*City*" means the City of Anna, Texas.

"*Funding Amount*" means Fifty Thousand and No/100 Dollars (\$50,000.00), which is the maximum amount payable by the Corporation under this Agreement.

"*Payment Date*" means the date on which the Corporation disburses the Funding Amount to Developer.

"*Performance Measure*" means Developer's obligation to maintain sole ownership of the Property and Project and to continuously operate the Project on the Property throughout the Performance Period, together with the related certification, documentation, and compliance obligations set forth in this Agreement.

"*Performance Period*" means the period beginning on the Payment Date and ending at 11:59 p.m. on the third (3rd) anniversary of the Payment Date.

"*Project*" means the completed development project located on the Property and described on Exhibit B.

"*Project Improvements*" means the completed improvements, infrastructure, facilities, site work, public improvements, or other eligible improvements described on Exhibit B.

"*Transfer*" means any voluntary or involuntary sale, assignment, conveyance, lease, sublease, transfer, merger, conversion, reorganization, Change in Control, or other disposition of all or any material portion of the Property, the Project, the Project Improvements, or Developer's rights and obligations under this Agreement, other than a Permitted Encumbrance.

"*Permitted Encumbrance*" means an ordinary-course deed of trust, mortgage, security interest, utility easement, access easement, or similar encumbrance that does not transfer ownership or operational control of the Property or Project and does not impair Developer's performance under this Agreement.

Section 2. Nature of Agreement; No Independent City Fee Credit.

(a) This Agreement is intended to document the Corporation's payment of the Funding Amount as an economic development project payment, impact fee-related reimbursement, or similar incentive associated with the completed Project Improvements, subject to the terms and limitations of this Agreement.

(b) Unless the City is separately made a party to this Agreement or separately approves an applicable impact fee credit, refund, offset, or reimbursement, this Agreement does not waive, reduce, credit, refund, offset, or otherwise modify any fee, charge, impact fee, utility charge, permit fee, development charge, or other amount owed to the City under applicable law, the City's ordinances, or any separate agreement.

(c) The Corporation is not making any representation that Developer is legally entitled to an impact fee credit, refund, offset, or reimbursement from the City independent of this Agreement. Developer acknowledges that the Corporation's obligation is limited to payment of the Funding Amount, if and only if the conditions precedent in this Agreement are satisfied or waived by the Corporation in writing.

Section 3. Conditions Precedent to Corporation Payment

The Corporation's obligation to pay the Funding Amount is expressly conditioned on satisfaction, or written waiver by the Corporation, of each of the following conditions precedent:

(a) the Corporation's Board of Directors has approved the Project, this Agreement, and the expenditure of the Funding Amount at a duly posted public meeting;

(b) the governing body of the City has approved the Project and/or this Agreement to the extent required by the Act, including approval by resolution after two separate readings if required by Texas Local Government Code Section 505.158 or other applicable law;

(c) any public hearing, publication, petition period, election-related waiting period, or other procedure required by Chapter 505 of the Texas Local Government Code or other applicable law has been completed, expired, or satisfied without preventing the Corporation from funding the Project;

(d) Developer has delivered to the Corporation documentation reasonably acceptable to the Corporation evidencing completion of the Project Improvements, payment or incurrence of eligible costs, ownership of the Property, and authority to enter into this Agreement;

(e) Developer has delivered a completed IRS Form W-9, payment instructions, and any other administrative information reasonably required by the Corporation or the City to process payment;

(f) Developer is not in default under this Agreement or any other agreement with the Corporation or the City; and

(g) the Corporation has legally available funds appropriated or budgeted for the Funding Amount.

If any condition precedent is not satisfied or waived in writing by the Corporation, the Corporation has no obligation to pay the Funding Amount. Any waiver of a condition precedent must be express and in writing and will not waive any other condition, requirement, or default.

Section 4. Corporation Payment

(a) Subject to the terms of this Agreement, the Corporation shall pay Developer the Funding Amount in one lump-sum payment within thirty (30) days after all conditions precedent in Section 3 have been satisfied or waived in writing by the Corporation.

(b) The Funding Amount is the total and maximum amount payable by the Corporation under this Agreement. Developer is not entitled to interest, additional reimbursement, additional impact fee credit, additional project funding, or any other payment from the Corporation under this Agreement.

(c) Developer is solely responsible for all federal, state, and local tax consequences, reporting obligations, and other financial consequences associated with the receipt of the Funding Amount. The Corporation makes no representation regarding the tax treatment of the Funding Amount.

Section 5. Developer Performance Measure

(a) Three-Year Ownership and Operation Requirement. Beginning on the Payment Date and continuing throughout the Performance Period, Developer shall: (i) maintain sole ownership of the Property, the Project, and the completed Project Improvements; (ii) continuously operate the Project on the Property for the business or project purpose described on Exhibit B; (iii) not relocate the Project from the Property; (iv) not cease operations on the Property except for temporary closures permitted by this Agreement; (v) not make or permit any Transfer without the Corporation's prior written consent; and (vi) maintain the Property, Project, and Project Improvements in compliance with applicable laws, ordinances, permits, and governmental approvals.

(b) Sole Ownership. For purposes of this Agreement, Developer will be deemed to maintain sole ownership only if Developer owns fee simple title to the Property and owns or controls the Project and Project Improvements without any Transfer or Change in Control, except for Permitted Encumbrances or other matters approved in advance by the Corporation in writing. The Corporation may condition any consent to a proposed Transfer on the transferee's written assumption of this Agreement and any additional documentation the Corporation deems necessary to preserve the public purpose and enforceability of this Agreement.

(c) Continuous Operation. Developer shall keep the Project open, active, and operating on the Property in a manner materially consistent with the operations described on Exhibit B. Ordinary-course temporary closures for holidays, maintenance, repairs, casualty restoration, weather events, force majeure events, or other temporary interruptions do not constitute a default if Developer acts diligently to resume operations and the closure does not exceed ninety (90) consecutive days without the Corporation's prior written consent.

(d) Capital Investment and Retention of Completed Improvements. Developer acknowledges that the completed Project Improvements and related capital investment described on Exhibit B are part of the consideration for the Funding Amount. During the Performance Period, Developer shall not remove, abandon, materially reduce, or materially impair the Project Improvements, except for ordinary-course maintenance, repair, replacement, casualty restoration, or alterations approved by the Corporation in writing.

(e) Annual Certification. Within thirty (30) days after each annual anniversary of the Payment Date during the Performance Period, and within thirty (30) days after the expiration of the Performance Period, Developer shall deliver to the Corporation a written certification, signed by an authorized representative of Developer, confirming Developer's compliance with the Performance Measure and providing reasonable supporting documentation requested by the Corporation.

(f) Records and Inspection. Developer shall maintain records reasonably necessary to verify compliance with this Agreement and shall make such records available to the Corporation upon reasonable request. The Corporation may inspect the Property and Project during ordinary business hours upon reasonable prior notice, subject to reasonable safety and operational requirements.

Section 6. Developer Representations and Warranties

Developer represents and warrants to the Corporation as of the Effective Date and as of the Payment Date that:

(a) Developer is duly organized, validly existing, and in good standing under the laws of the State of Texas or its jurisdiction of organization and is authorized to conduct business in Texas;

(b) Developer has full power and authority to execute, deliver, and perform this Agreement, and this Agreement has been duly authorized by all necessary action of Developer;

(c) Developer owns the Property and Project, or will own the Property and Project before the Payment Date, and has the right to perform the obligations required by this Agreement;

(d) the Project Improvements have been completed in all material respects, except for punch-list or warranty items that do not materially impair the operation of the Project;

(e) all information, applications, documentation, invoices, certifications, and statements submitted by Developer to the Corporation or the City in connection with the Project or this Agreement are true and correct in all material respects;

(f) Developer is not in default under any agreement with the Corporation or the City and is not aware of any fact or circumstance that, with notice or the passage of time, would prevent Developer from performing the Performance Measure;

(g) Developer is current on all property taxes, assessments, fees, and governmental charges relating to the Property, except for amounts being contested in good faith by appropriate proceedings and disclosed to the Corporation in writing; and

(h) Developer will comply with all applicable federal, state, and local laws, regulations, ordinances, permits, and governmental approvals relating to the Property, Project, Project Improvements, and Developer's performance under this Agreement.

Section 7. Events of Default

Each of the following constitutes an "Event of Default" by Developer under this Agreement:

(a) Developer fails to satisfy or maintain the Performance Measure during the Performance Period;

(b) Developer makes or permits a Transfer without the Corporation's prior written consent;

(c) Developer ceases operations on the Property, relocates the Project, abandons the Project, or removes or materially impairs the Project Improvements in violation of this Agreement;

(d) Developer fails to deliver any certification, documentation, record, or other information required by this Agreement within the time required;

(e) any representation, warranty, certification, application, or statement made by Developer in connection with this Agreement is false, misleading, or incomplete in any material respect;

(f) Developer fails to repay any amount due to the Corporation under this Agreement within the time required;

(g) Developer becomes insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files or has filed against it a bankruptcy or similar insolvency proceeding that is not dismissed within sixty (60) days, or has a receiver appointed for all or substantially all of its assets; or

(h) Developer materially breaches any other covenant, obligation, or requirement of this Agreement.

Except for an Event of Default that by its nature cannot reasonably be cured, the Corporation shall provide written notice of default and a thirty (30) day opportunity to cure. If the default cannot reasonably be cured within thirty (30) days, Developer may avoid an Event of Default only if

Developer begins cure within the thirty (30) day period and diligently prosecutes the cure to completion within a period approved by the Corporation in writing. No notice or cure period is required for an unauthorized Transfer, cessation of operations, relocation of the Project, abandonment of the Project, insolvency-related Event of Default, false certification, or failure to repay amounts due under this Agreement.

Section 8. Clawback; Repayment Obligation

(a) Clawback. If an Event of Default occurs during the Performance Period, the Corporation may demand repayment of the entire Funding Amount. Upon written demand by the Corporation, Developer shall repay to the Corporation Fifty Thousand and No/100 Dollars (\$50,000.00) within thirty (30) days after the date of the Corporation's demand.

(b) Nature of Repayment. The Parties acknowledge that the repayment obligation in this Section is an agreed statutory repayment term and a condition of the Corporation's direct incentive or project expenditure, is intended to satisfy the repayment requirement of Texas Local Government Code Section 501.158, and is not intended as a penalty. The Parties further acknowledge that the Corporation's damages from Developer's failure to satisfy the Performance Measure would be difficult to determine with precision and that repayment of the Funding Amount is a reasonable method to protect the Corporation's public purpose and economic development investment.

(c) Collection Costs and Interest. If Developer fails to repay the Funding Amount when due, Developer shall also pay the Corporation's reasonable collection costs, court costs, and attorneys' fees incurred in enforcing this Agreement, together with interest on the unpaid amount at the lesser of five percent (5%) per annum or the maximum rate permitted by law, accruing from the date repayment is due until paid in full.

(d) Secured Obligation. Developer acknowledges and agrees that the repayment obligations set forth in this section, including without limitation Developer's obligation to repay the Funding Amount following an uncured Event of Default, together with any interest, costs of collection, court costs, reasonable and necessary attorneys' fees and related expenses, and other amounts recoverable by the Corporation under this Agreement, constitute secured obligations of Developer under this Agreement (collectively, the "Secured Clawback Obligations"). Notwithstanding anything to the contrary in this Agreement or in any related security instrument, the principal amount secured by the lien granted under this section shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00), plus any interest, costs of collection, court costs, reasonable and necessary attorneys' fees and related expenses, and other amounts expressly recoverable by the Corporation under this Agreement.

(e) Grant of Contractual Lien and Security Interest. To secure the full and timely payment and performance of the Secured Clawback Obligations, Developer hereby grants, bargains, conveys, assigns, and creates in favor of the Corporation, a present contractual lien and security interest against all of Developer's right, title, and interest in and to the Property, together with all rights, privileges, easements, appurtenances, improvements, fixtures, and hereditaments now or hereafter located thereon or appurtenant thereto (collectively, the "Security Property"). The lien granted under this section secures a contingent repayment obligation and shall be enforceable only upon the occurrence of an Event of Default and Developer's failure to pay the applicable Secured Clawback Obligations within the time required by this Agreement.

(f) Deed of Trust. The Corporation may in its discretion at any point during the performance period, require Developer to execute, acknowledge, and deliver to the Corporation a deed of trust, assignment of rents, security agreement, and fixture filing, in form reasonably acceptable to the Corporation and its legal counsel, encumbering the Security Property for the benefit of the Corporation and securing the Secured Clawback Obligations (the "Deed of Trust"). The Deed of

Trust shall name a trustee acceptable to the Corporation, shall include a power of sale and all other remedies customarily included in Texas deeds of trust, and may be recorded by the Corporation in the Official Public Records of Collin County, Texas. Developer shall pay all recording fees and other costs associated with the execution, delivery, and recording of the Deed of Trust and any related memorandum or notice of this Agreement.

(g) Priority; No Further Encumbrances. Developer represents and warrants that Developer is the sole owner of the Security Property and has full right and authority to grant the lien and security interest described in this section. Unless otherwise approved in writing by the Corporation, the Deed of Trust shall be a lien against the Security Property in a priority acceptable to the Corporation. Developer shall not further convey, transfer, mortgage, pledge, assign, or otherwise encumber the Security Property in a manner that materially impairs the Corporation's rights under this Agreement or the Deed of Trust without the Corporation's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed if the Corporation's lien position and security for the Secured Clawback Obligations are not materially impaired.

(h) Default; Enforcement. If an Event of Default occurs and continues beyond any applicable notice and cure period, and Developer fails to pay the Secured Clawback Obligations within the time required by this Agreement, the Corporation may exercise any and all rights and remedies available under this Agreement, the Deed of Trust, and applicable law, including, without limitation, judicial foreclosure, nonjudicial foreclosure under the Deed of Trust, suit for debt, suit for specific performance, and recovery of the Corporation's reasonable and necessary attorneys' fees and related expenses, court costs, and costs of collection. The Corporation's remedies are cumulative, and the exercise of one remedy shall not preclude the exercise of any other remedy available at law, in equity, under this Agreement, or under the Deed of Trust.

(i) Cap on Recovery; No Double Recovery. The Corporation shall not be entitled to duplicate recovery for the same Secured Clawback Obligations. Any amounts actually recovered by the Corporation through foreclosure, sale, payment, settlement, or other enforcement of the lien or Deed of Trust shall be credited against the Secured Clawback Obligations.

(j) Contractual Lien Not Dependent on Deed of Trust. Developer acknowledges and agrees that the contractual lien and security interest granted to the Corporation under this Agreement are created by this Agreement and are effective as between Developer and the Corporation upon the execution and delivery of this Agreement. The execution, delivery, and recording of the Deed of Trust, if requested by the Corporation, are intended to further evidence, perfect, secure, and provide additional remedies for enforcement of the Corporation's contractual lien and security interest, but are not a condition to the creation, validity, attachment, or enforceability of such contractual lien and security interest as between Developer and the Corporation. Developer's failure or refusal to execute, acknowledge, or deliver the Deed of Trust if requested by the Corporation, or the failure of the Deed of Trust to be recorded for any reason, shall not release, waive, impair, diminish, subordinate, or otherwise affect the Corporation's contractual lien, security interest, or other rights and remedies under this Agreement. Any such failure or refusal by Developer shall constitute an Event of Default under this Agreement, in addition to and not in limitation of any other Event of Default. Developer waives any defense to enforcement of the Secured Clawback Obligations or the contractual lien granted under this Agreement based solely on the absence, non-delivery, non-recording, delayed recording, rejection for recording, or alleged defect in recording of the Deed of Trust.

(k) Release of Lien. Upon Developer's full satisfaction of the Performance Measure and all other obligations that could give rise to the Secured Clawback Obligations, or upon earlier payment in full of all Secured Clawback Obligations following an Event of Default, the Corporation shall execute and deliver a release of the Deed of Trust if one has been recorded under this Agreement

and contractual lien in recordable form. Developer shall be responsible for recording the release and paying all associated recording costs unless otherwise agreed in writing by the Corporation.

(l) Survival. This section, the contractual lien granted herein, and the Deed of Trust, if requested by the Corporation, shall survive disbursement of the Corporation Payment and shall remain in effect until released in accordance with this Agreement. Developer's repayment obligations, certification obligations, indemnity obligations, and the Corporation's rights and remedies survive expiration or termination of this Agreement until all amounts owed to the Corporation have been paid and all enforcement matters have been resolved.

Section 9. Corporation Remedies; Immunity; Indemnity

(a) Remedies. Upon an Event of Default, the Corporation may exercise any rights and remedies available at law, in equity, or under this Agreement, including recovery of the Funding Amount, declaratory relief, injunctive relief, and recovery of costs and attorneys' fees and related expenses as provided in this Agreement.

(b) No Waivers of Immunity. No provision of this Agreement waives or relinquishes any immunity or defense available to the Corporation, the City, or their respective officers, officials, employees, agents, or representatives, except only to the extent such immunity is expressly waived by applicable law. No provision of this Agreement creates any debt, liability, or obligation of the City unless the City separately agrees in writing.

(c) No Waiver by Delay. The Corporation's remedies are cumulative and not exclusive. No delay or omission by the Corporation in exercising any right or remedy will constitute a waiver of that right or remedy.

(d) Indemnified Parties. For purposes of this section, the "Corporation Indemnified Parties" means the Anna Community Development Corporation, the City of Anna, Texas, and each of their respective past, present, and future officers, directors, councilmembers, board members, officials, employees, representatives, consultants, attorneys, agents, successors, and assigns, but only in their respective capacities as such.

(e) General Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, Developer shall RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS the Corporation Indemnified Parties from and against any and all claims, demands, causes of action, liabilities, losses, damages, fines, penalties, judgments, costs, expenses, liens, suits, administrative proceedings, investigations, and obligations of every kind and character, whether known or unknown, direct or indirect, contingent or accrued, including without limitation reasonable and necessary attorneys' fees and related expenses, expert fees, court costs, and costs of investigation and defense (collectively, "Claims"), to the extent arising out of, resulting from, relating to, or connected with: (i) the Project; (ii) the Property; (iii) the design, construction, installation, ownership, operation, maintenance, repair, replacement, use, occupancy, or condition of the Project, the Property, or any improvements located on the Property; (iv) Developer's performance or nonperformance under this Agreement; (v) any breach of this Agreement by Developer; (vi) any breach of any representation, warranty, covenant, certification, or statement made by Developer in or in connection with this Agreement; (vii) Developer's failure to satisfy the Performance Measure or any other requirement of this Agreement; (viii) any alleged violation of any applicable federal, state, or local law, statute, rule, regulation, ordinance, order, permit, approval, or governmental requirement by Developer or by any person or entity acting by, through, or under Developer; (ix) any injury to or death of any person, or any damage to or loss of property, occurring on or about the Property or arising out of or relating to the Project; (x) any taxes, assessments, charges, wages, benefits, liens, claims for payment, or other obligations owed by Developer or by any person or entity acting by, through, or under Developer; and (xi) the acts, omissions, negligence, willful misconduct,

fraud, violation of law, or breach of contract of Developer or Developer's owners, officers, directors, managers, members, partners, employees, contractors, subcontractors, consultants, representatives, agents, tenants, licensees, invitees, successors, or assigns.

(f) Construction Anti-Indemnity Savings Clause. Without limiting the generality of this section, the parties intend for this section to be enforced to the maximum extent permitted by applicable law. To the extent, if any, that this Agreement or any portion of this Agreement is determined to be a construction contract or an agreement collateral to or affecting a construction contract under Chapter 151 of the Texas Insurance Code or any successor statute, this section shall not require Developer to defend, indemnify, or hold harmless any Corporation Indemnified Party for a Claim to the extent such obligation is void or unenforceable under applicable law; provided, however, that this limitation shall not reduce, limit, or impair any indemnity, defense, or hold-harmless obligation that is permitted by applicable law, including without limitation any obligation relating to a Claim for bodily injury to or death of an employee of Developer, Developer's agent, or Developer's subcontractor of any tier to the extent such obligation is permitted by Section 151.103 of the Texas Insurance Code or any successor statute.

(g) Defense of Claims. Developer shall, at Developer's sole cost and expense, promptly assume the defense of any Claim covered by this section using counsel reasonably acceptable to the Corporation. The Corporation may, at its option, participate in the defense of any such Claim with counsel of its own choosing. Developer shall not settle any Claim in a manner that imposes any admission of liability, obligation, restriction, payment requirement, or non-monetary burden on any Corporation Indemnified Party without the Corporation's prior written consent. If Developer fails to promptly and diligently defend a covered Claim after written notice from the Corporation, the Corporation may defend the Claim and Developer shall reimburse the Corporation for all reasonable and necessary attorneys' fees, expert fees, court costs, settlement payments, judgments, and other costs incurred in connection with the Claim, subject to the limitations set forth in this section.

(h) No Waiver of Immunity or Public-Law Defenses. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, official, qualified, statutory, discretionary, or other immunity, defense, limitation of liability, or jurisdictional bar available to the Corporation, the City of Anna, Texas, or any other Corporation Indemnified Party under applicable law. The obligations of Developer under this section are independent contractual obligations of Developer and shall not be construed to create any liability of the Corporation or any other Corporation Indemnified Party to Developer or to any third party.

(i) No Agency; No Third-Party Beneficiaries. Developer is an independent contracting party and is not an officer, employee, agent, partner, joint venturer, or representative of the Corporation or the City of Anna, Texas. Except for the Corporation Indemnified Parties expressly protected by this section, nothing in this section creates any third-party beneficiary rights in any person or entity.

(h) Survival. Developer's obligations under this section shall survive the expiration or termination of this Agreement, the disbursement of the Funding Amount, satisfaction or failure of the Performance Measure, release of any lien or Deed of Trust, and any conveyance, transfer, sale, lease, or assignment of the Property or the Project.

Section 10. Assignment and Transfer

Developer may not assign this Agreement, transfer any right to receive the Funding Amount, or make or permit any Transfer during the Performance Period without the Corporation's prior written consent. Any attempted assignment or Transfer in violation of this Agreement is voidable by the Corporation and constitutes an Event of Default. The Corporation may assign this Agreement to the City or to a successor governmental or economic development entity without Developer's consent.

Section 11. Notices

Any notice required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, deposited with a nationally recognized overnight courier, or deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed as follows:

Corporation: Anna Community Development Corporation
Attn: City Manager
120 W. 7th Street
Anna, Texas 75049

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

Developer: White & Willow -Anna LLC
1717 Pembroke Lane
McKinney, TX75072

A Party may change its notice address by giving written notice to the other Party in accordance with this section.

Section 12. Public Information; Records

Developer acknowledges that the Corporation and the City are subject to the Texas Public Information Act and other laws governing public records. The Corporation will handle requests for information in accordance with applicable law. Developer shall clearly mark any information it believes to be confidential or proprietary but acknowledges that the Corporation cannot guarantee that such information will be withheld from disclosure.

Section 13. Compliance with Law; Required Disclosures

Developer shall comply with all laws applicable to this Agreement and shall provide any conflict-of-interest questionnaire, certificate of interested parties, tax form, ethics disclosure, or other disclosure required by applicable law or reasonably requested by the Corporation in connection with this Agreement. Developer shall not use the Funding Amount for any purpose prohibited by law.

Section 14. No Partnership; No Third-Party Beneficiaries

This Agreement does not create a partnership, joint venture, agency, fiduciary relationship, or employment relationship between the Parties. No person or entity other than the Corporation and Developer is intended to be a third-party beneficiary of this Agreement.

Section 15. Term and Termination

This Agreement begins on the Effective Date and remains in effect until the expiration of the Performance Period and satisfaction of all obligations that survive expiration. The Corporation may terminate this Agreement before payment if any condition precedent is not satisfied or if Developer is in default. Termination does not limit the Corporation's right to enforce any obligation that accrued before termination or that survives termination.

Section 16. Governing Law; Venue

This Agreement is governed by the laws of the State of Texas. Mandatory venue for any action arising under or relating to this Agreement is in a court of competent jurisdiction in Collin County, Texas.

Section 17. Statutory Representations

(a) No Boycott. Pursuant to Chapter 2270, Texas Government Code, Developer certifies that it (i) does not currently boycott Israel; and (ii) will not boycott Israel during the term of this Agreement. Developer acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. Developer further certifies that it is not identified on any list referenced by Texas Government Code Section § 2252.152.

(b) Energy Companies. In accordance with Section 2274.001(1), Texas Government Code, as enacted by Acts 2021, 87th Leg., Ch. 529 (Senate Bill 13), Developer hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

(c) Firearms Companies. In accordance with Section 2274.001(2), Texas Government Code, as enacted by Acts 2021, 87th Leg., Ch. 530 (Senate Bill 19), Developer hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions: (a) "discriminate against a firearm entity or firearm trade association", a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), means, with respect to the firearm entity or firearm trade association, (A) to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; (b) "firearm entity", a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the

action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and (c) "firearm trade association", a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(d) Compliance with Chapter 2264, Texas Government Code. Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Developer, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Developer of the violation.

Section 18. Covenants Running with the Land; Recordation

Developer acknowledges and agrees that the obligations, covenants, restrictions, performance requirements, clawback obligations, contractual lien rights, and remedies set forth in this Agreement are intended, to the fullest extent permitted by applicable law, to touch and concern the Property, to burden the Property, to benefit the Corporation, and to constitute covenants running with the land and equitable servitudes binding upon Developer and Developer's successors, assigns, transferees, grantees, lessees, tenants, and any other person or entity acquiring any legal, equitable, leasehold, possessory, or beneficial interest in the Property or any portion thereof. Developer further acknowledges and agrees that the Corporation may record this Agreement, or a memorandum of this Agreement in form acceptable to the Corporation, in the Official Public Records of Real Property of Collin County, Texas, for the purpose of providing notice of this Agreement and the covenants, restrictions, obligations, contractual lien rights, and remedies contained herein. Developer shall cooperate with the Corporation in executing, acknowledging, delivering, and recording any memorandum, affidavit, notice, amendment, release, or other instrument reasonably necessary or appropriate to evidence, preserve, give notice of, enforce, or release the rights and obligations set forth in this Agreement.

Section 19. Miscellaneous

(a) Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior negotiations, representations, and agreements regarding that subject matter.

(b) Amendment. This Agreement may be amended only by a written instrument executed by both Parties and approved by the Corporation's Board of Directors to the extent required by law.

(c) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect to the greatest extent permitted by law.

(d) Construction. The Parties have participated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party drafted the Agreement.

(e) Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which constitute one instrument. Signatures transmitted electronically or by portable document format may be treated as originals to the extent permitted by law.

(f) Authority. Each person signing this Agreement represents that he or she has authority to sign this Agreement on behalf of the Party for whom he or she signs.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CORPORATION:

ANNA COMMUNITY DEVELOPMENT CORPORATION
a Texas Type B economic development corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Title: Secretary

DEVELOPER:

White & Willow- Anna
a Limited Liability Company


By:  _____
Name: Bruce Matthews _____
Title: Manager _____
Date: 6/15/2016 _____

EXHIBIT A
PROPERTY DESCRIPTION

Legal description and/or street address of Property:

Willow Creek Addition, Phase IB, Blk G, Lot 2

620 W White Street, Anna TX, 75409

EXHIBIT B
PROJECT IMPROVEMENTS AND PERFORMANCE MEASURE

Description of completed Project:

8,300 SF Retail Project

Description of completed Project Improvements / impact fee eligible improvements:

Construction and Buildout of 3 retail spaces including: Dentist Office,
Fitness Center and Restaurant.

Completed capital investment / eligible cost information:

\$3,155,000

Business or project purpose to be continuously operated on the Property during the Performance Period:

Dentist Office, Fitness Center, Restaurant

Other performance metrics, if any, including jobs, payroll, or retained operations:

Dentists, Hygenists, fitness trainers, servers, cooks, bartenders.

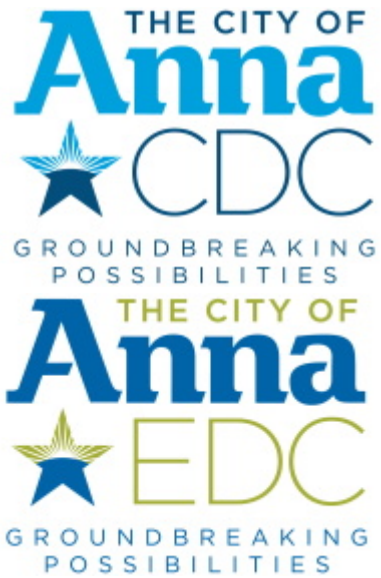
Performance Period:

Three (3) years beginning on the Payment Date and ending on the third (3rd) anniversary of the Payment Date.

EXHIBIT C
COMPLETION AND PAYMENT DOCUMENTATION

Developer shall provide the following documentation before payment unless waived in writing by the Corporation:

1. Evidence of Developer's ownership of the Property.
2. Evidence of completion of the Project Improvements.
3. Cost documentation, invoices, proof of payment, impact fee records, or other documentation reasonably required by the Corporation.
4. Completed IRS Form W-9 and payment instructions.
5. Certificate of an authorized representative confirming that Developer is not in default and can satisfy the Performance Measure.
6. Any additional documents reasonably requested by the Corporation or required by law.



Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

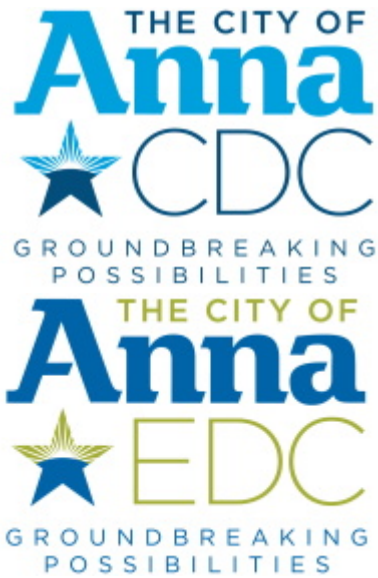
AGENDA ITEM:
Director's Report.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Strategic Plan Update

SUMMARY:

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

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. June 2026 Strategic Plan Update

Vibrant

Economic Development Highlights June 2026

EDC sent out the Downtown Anna Branding Survey

EDC acquired another downtown property for redevelopment

EDC has had several follow up meetings with Toole Design & Eisenberg regarding Downtown Initiatives

Unique

Salena attended the Made in North Texas Industrial & Manufacturing Discussion Event hosted by the DBJ

Natasha participated in the NAIFA Panel Discussion

EDC is participating in the Collin College Steering Committee Presentations and Roundtable Discussions

EDC staff attended the Rosamond Town Center Groundbreaking

Natasha participated in a Dallas MeetUp Podcast

Natasha participated in the Dallas Business Journal Insights Video

01 Real Estate & Developer Meetings
5

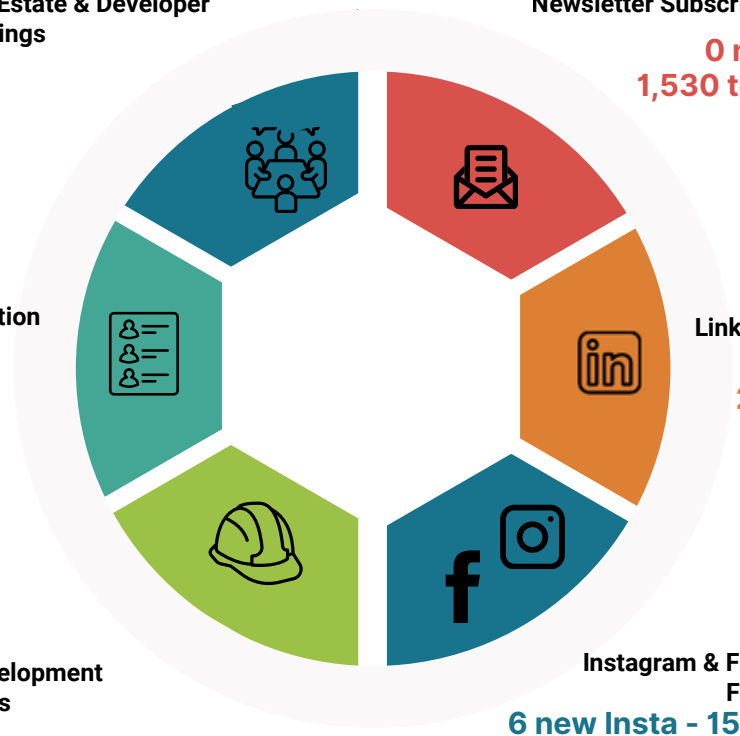
02 Business Retention & Expansion Contacts
6

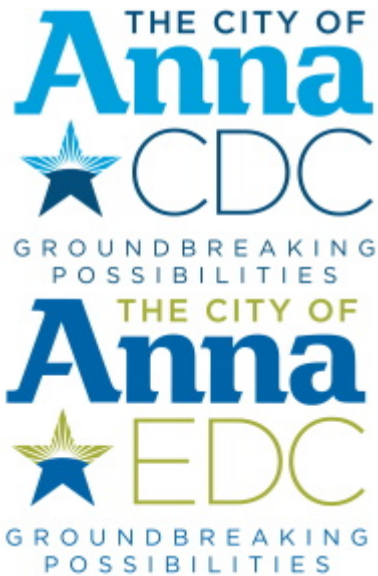
03 Pre-Development Meetings
5

Newsletter Subscribers
0 new
1,530 total

LinkedIn Followers
11 new
2,049 total

Instagram & Facebook Followers
6 new Insta - 153 total
2 new FB - 1,502 total





Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Financial Report / Sales Tax Update

SUMMARY:

Economic Development Manager, Salena Tittle, to update the Board on the overall sales tax for the month of April 2026, which is up 13% from the previous year, April 2025.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

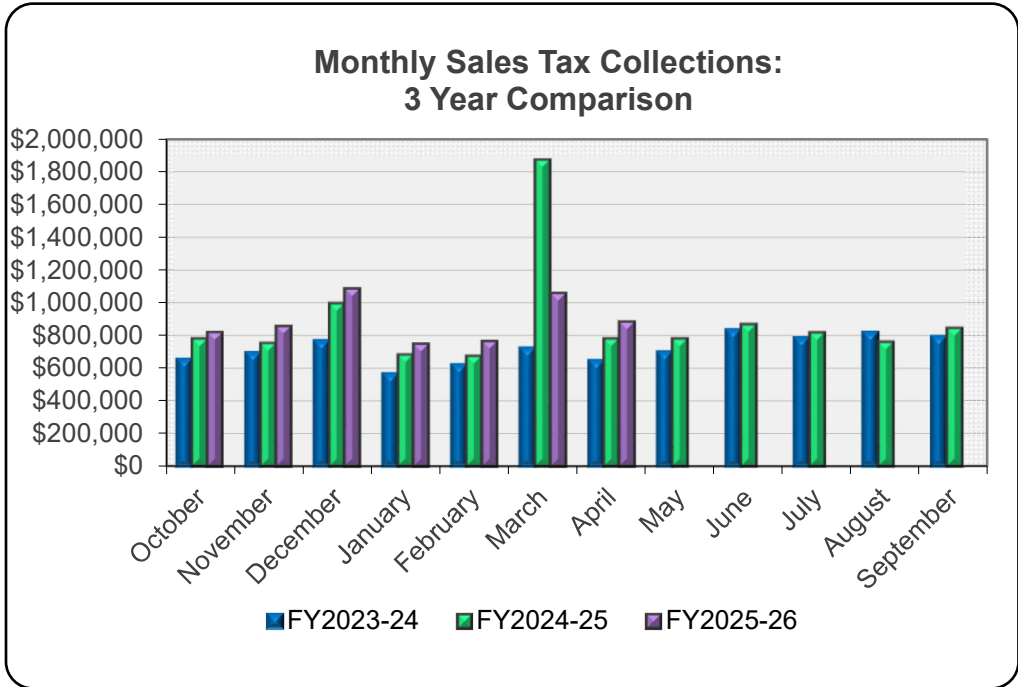
N/A

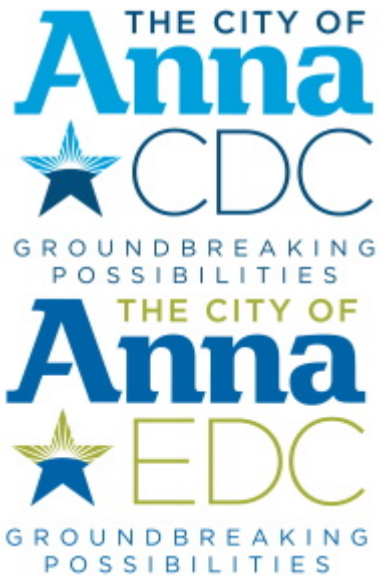
ATTACHMENTS:

1. 2026 Monthly Sales Tax Report

CITY OF ANNA
Schedule of Sales Tax Collections
April 30, 2026

	2024-26 Collections Monthly	% Change from Prior Year	2024-25 Collections Monthly
October	\$ 820,089	5%	\$ 780,090
November	855,966	14%	753,401
December	1,085,565	9%	995,930
January	749,307	10%	682,766
February	764,084	13%	675,214
March	1,059,013	-43%	1,873,725
April	884,322	13%	779,340
May			780,970
June			867,435
July			817,173
August			761,329
September			844,898
	\$ 6,218,346		\$ 10,612,271
Budget:	9,650,000	64%	8,220,000





Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Event Updates / Upcoming Events / Reminders

SUMMARY:

Downtown Anna Branding Presentation:

On Wednesday, July 8th, our project partner, Eisenberg, will provide a Public Presentation on results and findings from the Downtown Anna Branding Survey. This will be an opportunity to find out which of the three branding options the community selected and to hear what the community had to say based on the feedback that was received. The Public Presentation will begin at 6:00 pm and will be held at the Anna Community Library in the Multipurpose Room located on the 1st floor. Please see the attached information in your packet for presentation details.

Downtown Anna Marketing Map Presentation:

On Wednesday, July 15th, our project partner, Toole Design Group, will provide a Public Presentation to unveil the latest Downtown Anna Marketing Map which reflects what Anna residents have collectively identified as priorities and desired future development for the downtown area. After the presentation, attendees will have an opportunity to provide additional feedback before final edits are made and presented to Council at the July 28 City Council Meeting. The Public Presentation will begin at 6:00 pm and will be held at the Anna Community Library in the Multipurpose Room located on the 1st floor. Please see the attached information in your packet for presentation details.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. Eisenberg Downtown Branding
2. Downtown Area Planning Workshop Invitation

YOU'RE INVITED:

Downtown Anna Branding

*SURVEY
RESULTS*

Public Presentation

You took the survey. You shared your voice. Now see the results! Join us for the **Downtown Anna Branding Presentation** to learn what the community envisions for the future of Downtown Anna.

Public Presentation

The City of Anna, the Anna EDC, and Eisenberg invite you to a public presentation of the Downtown Anna Branding survey results. Hear the findings and recommendations gathered from residents, business owners, and stakeholders.



Join us on Wednesday, July 8 at 6:00 pm



Anna Community Library - 111 W. 5th Street

City Council Presentation

Eisenberg will also present the survey results to City Council, sharing what residents envision for Downtown Anna's brand.

Can't make the Public Presentation on July 8? You're welcome to join the Council Meeting to observe how community feedback is shaping the Downtown vision.



Join us on Tuesday, July 28 at 6:00 pm



Anna Municipal Complex - 120 W. 7th Street

**We look forward to
seeing you there!**

For More Information or Questions:
Salena Tittle | stittle@annatexas.gov

YOU'RE INVITED:

Downtown Anna Marketing Map

Public Presentation



You shared your voice. We listened. The insights are in! Join your Anna EDC Team, Toole Design Group, and your Anna Neighbors for the **Downtown Marketing Map Presentation** where we unveil the findings and provide what the Anna Community had to say about the future of Downtown.

Public Presentation

The City of Anna, along with our project partner Toole Design, cordially invites you to join a public presentation of findings from our community input for the future development of Downtown Anna.

During this presentation, you will learn key themes, priorities, and recommendations gathered from Anna neighbors, business owners, and community stakeholders. Attendees will have the opportunity to learn how community feedback is shaping the vision for Downtown Anna and hear about next steps in the planning process.



Join us on Wednesday, July 15 at 6:00 pm



Anna Community Library - 111 W. 5th Street

City Council Presentation

The City of Anna, along with our project partner Toole Design, will be providing City Council with a presentation of the community input findings for the Downtown Marketing Map, reflecting what Anna residents have collectively identified as priorities and desired future development for the downtown area.

If you are unable to attend the Public Presentation on Wednesday, July 15, we invite you to attend the Council Meeting to learn how the community feedback is helping shape the vision for Downtown Anna.



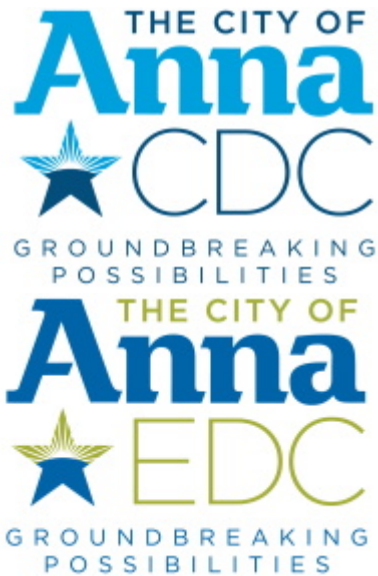
Join us on Tuesday, July 28 at 6:00 pm



Anna Municipal Complex - 120 W. 7th Street

**We look forward to
seeing you there!**

For More Information or Questions:
Salena Tittle stittle@annatexas.gov



Item No. 7.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

Closed session deliberation.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

Closed session deliberation.

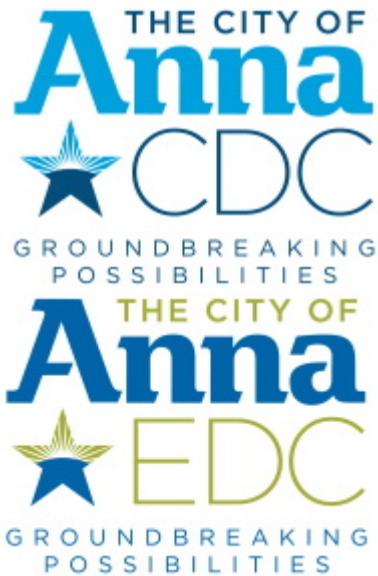
FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

Closed session deliberation.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 8.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



Item No. 9.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026
Staff Contact:

AGENDA ITEM:

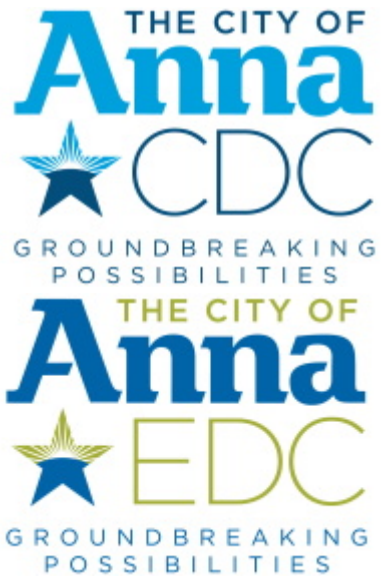
Receive reports from staff or Board Members about items of community interest.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:



AGENDA ITEM:

Adjourn.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 10.

EDC/CDC Agenda
Staff Report

Meeting Date: 7/2/2026

Staff Contact: