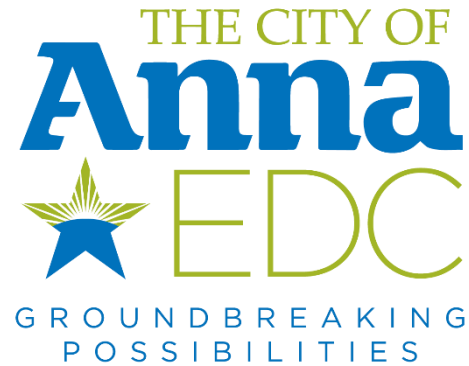




**MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION**

Thursday, August 6, 2026 @ 6:00 PM

The CDC/EDC of the City of Anna will meet on Thursday, August 6, 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 July 2, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
 - b. Approve minutes from the July 2, 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. 2026-08-11 approving the Fiscal Year 2026-2027 Anna CDC budget and authorizing publication of the adopted budget. (CDC)
- b. Consider/Discuss/Action on Resolution No. 2026-08-12 approving the Fiscal Year 2026-2027 Anna EDC budget. (EDC)
- c. Consider/Discuss/Act on Resolution No. 2026-08-13 approving an agreement with The Retail Coach for professional Contract Services. (CDC)
- d. Consider/Discuss/Action on Resolution No. 2026-08-14 approving and ratifying a Real Estate Sales Contract and Leaseback Agreement between William Bentley Powell for the acquisition of approximately 5.115 acres of real property comprising in the City of Anna for a purchase price of \$2,339,498.70, including a temporary post-closing leaseback and related right-of-way dedications at Rosamond and Interurban Street; and authorizing the Board President or Vice President, the Economic Development Director to execute closing and related documents and take all actions necessary to consummate and administer the transaction. (CDC)
- e. Consider/Discuss/Action on Resolution No. 2026-08-15 approving (1) a Chapter 380 Impact Fee Payment Deferral Agreement between the City of Anna, Texas, and GTP Food Group, LLC, including the Anna Community Development Corporation's limited acknowledgment thereof, and (2) a Second Amendment to Ground Lease Purchase Agreement and Performance Agreement between the Anna Economic Development Corporation and GTP Food Group, LLC, each relating to the GTP Food Group restaurant and entertainment project in the Anna Downtown District; and authorizing the Board President or Vice President to execute the documents and take related actions. (CDC)

6. Manager's Report.

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

7. Closed Session.

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

- b. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.
 - c. Discuss or deliberate 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 07/31/2026.

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, August 6, 2026 @ 6:00 PM

**CDC/EDC Meeting
Anna Municipal Complex, Council Chambers
120 W. 7th Street
Anna, TX, 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, 07/31/2026

Natasha Roach,
Director of Economic Development



Item No. 1.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
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: 8/6/2026
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: 8/6/2026
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: 8/6/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Approve minutes from the July 2, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

Review and approve the meeting minutes from the July 2, 2026, Joint CDC/EDC Meeting.

FINANCIAL IMPACT:

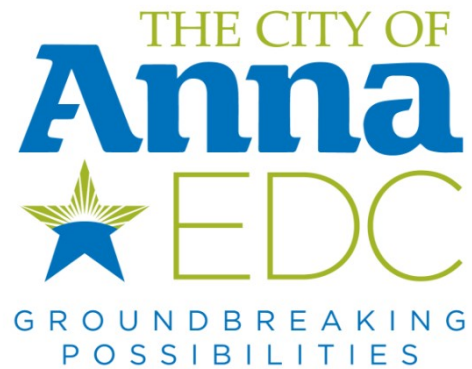
This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. July 2_2026 CDC EDC Joint Meeting Minutes_Draft



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

Thursday, July 2, 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, July 2, 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 6:03 PM.

Members Present:

Board President Bruce Norwood
Board Vice-President Manny Singh
Board Secretary Dwyke Williams
Board Member Noah Nylander
Board Member Rocio Gonzalez
Board Member Edward Culham
Board Member Katherine Swafford

Others Present:

Director Natasha Roach
Economic Development Manager Salena Tittle
City Attorney Clark McCoy
Mayor Pete Cain
Councilwoman Kelly Patterson-Herndon

2. Invocation and Pledge of Allegiance.

Board Secretary Dwyke Williams led the Invocation and Board Member Noah Nylander led the 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 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)

MOTION: Board Secretary Dwyke Williams made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Member Rocio Gonzalez 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. 2026-07-10 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)

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

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

Board President Bruce Norwood recused himself and abstained from the vote due to a conflict of interest.

Motion: Board Vice-President Manny Singh made a motion on behalf of the CDC to approve the resolution authorizing an Economic Incentive Performance Agreement between the CDC and White & Willow – Anna, LLC. Board Member Noah Nylander seconded the motion. In a 6-0 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 June. Those highlights included: Community Engagement, Groundbreaking Events, 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 increased sales tax & CDC sales tax for the month of April 2026, which was up 13% 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 Downtown Anna Branding Public Presentation which will be held on Wednesday, July 8, 2026 and the Downtown Anna Marketing Map Public Presentation which will take place on Wednesday, July 15, 2026 both at 6:00 PM and both held at the Anna Community Library. 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 Edward Culham made a motion to enter into closed session. Board Member Katherine Swafford seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

The CDC/EDC Board entered into closed session at 6:17 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.
 - 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.**

Board President Bruce Norwood called the CDC/EDC Board Meeting back into open session at 7:20 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 7:20 PM.

Approved on the 6th day of August, 2026.

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Dwyke Williams
Secretary of CDC/EDC



Item No. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Approve minutes from the July 2, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

Review and approve the meeting minutes from the July 2, 2026, Joint CDC/EDC Meeting.

FINANCIAL IMPACT:

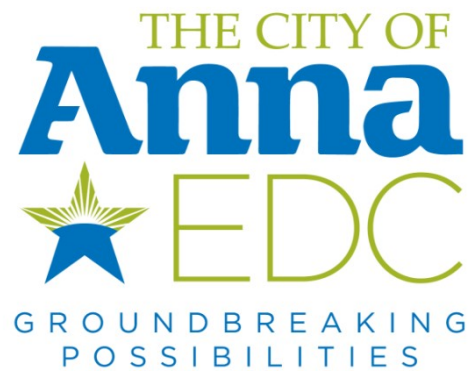
This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. July 2_2026 CDC EDC Joint Meeting Minutes_Draft



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

Thursday, July 2, 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, July 2, 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 6:03 PM.

Members Present:

Board President Bruce Norwood
Board Vice-President Manny Singh
Board Secretary Dwyke Williams
Board Member Noah Nylander
Board Member Rocio Gonzalez
Board Member Edward Culham
Board Member Katherine Swafford

Others Present:

Director Natasha Roach
Economic Development Manager Salena Tittle
City Attorney Clark McCoy
Mayor Pete Cain
Councilwoman Kelly Patterson-Herndon

2. Invocation and Pledge of Allegiance.

Board Secretary Dwyke Williams led the Invocation and Board Member Noah Nylander led the 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 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)

MOTION: Board Secretary Dwyke Williams made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b. Board Member Rocio Gonzalez 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. 2026-07-10 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)

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

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

Board President Bruce Norwood recused himself and abstained from the vote due to a conflict of interest.

Motion: Board Vice-President Manny Singh made a motion on behalf of the CDC to approve the resolution authorizing an Economic Incentive Performance Agreement between the CDC and White & Willow – Anna, LLC. Board Member Noah Nylander seconded the motion. In a 6-0 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 June. Those highlights included: Community Engagement, Groundbreaking Events, 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 increased sales tax & CDC sales tax for the month of April 2026, which was up 13% 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 Downtown Anna Branding Public Presentation which will be held on Wednesday, July 8, 2026 and the Downtown Anna Marketing Map Public Presentation which will take place on Wednesday, July 15, 2026 both at 6:00 PM and both held at the Anna Community Library. 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 Edward Culham made a motion to enter into closed session. Board Member Katherine Swafford seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

The CDC/EDC Board entered into closed session at 6:17 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.
 - 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.**

Board President Bruce Norwood called the CDC/EDC Board Meeting back into open session at 7:20 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 7:20 PM.

Approved on the 6th day of August, 2026.

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Dwyke Williams
Secretary of CDC/EDC



Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on Resolution No. 2026-08-11 approving the Fiscal Year 2026-2027 Anna CDC budget and authorizing publication of the adopted budget. (CDC)

SUMMARY:

Staff is proposing a 2026-2027 Fiscal Year CDC budget of \$4,017,609.00. If approved, it will allow for land acquisition and improvements, building improvements, equipment purchases, capital expenditures, promotional expenditures, legal services, administrative personnel services, and other purposes permitted by law in order to improve community development and promote new or expanded business enterprises for the benefit of the public.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Resolution No. 2026-08-11 approving the proposed 2026-2027 Fiscal Year CDC budget.

ATTACHMENTS:

1. 2026-08-11 CDC Resolution - CDC 2026-2027 FY Budget
2. Exhibit A - Proposed FY 2026-2027 CDC Budget

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-08-11

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
ADOPTING THE 2026-2027 FISCAL YEAR BUDGET AND AUTHORIZING
PUBLICATION OF NOTICE OF PROJECTS**

WHEREAS, to be effective October 1, 2026, the Anna Community Development Corporation (the “CDC”) and subject to approval of the City of Anna City Council, the Board of Directors of the CDC desires to approve and adopt the CDC budget for the 2026-2027 fiscal year; and

WHEREAS, the CDC Board of Directors (the “Board of Directors”) of the Anna Community Development Corporation (the “Corporation”), created by the City of Anna, Texas (the “City”), in accordance with Article 5190.6, V.A.T.C.S., Section 4B, and now operating under Texas Local Government Code, Chapter 505 (the “Act”) has determined that it is advisable and in the best interests of the Corporation to give notice of the intention of the Corporation to undertake the following projects:

Land acquisition and improvements, building improvements, equipment purchases, park facilities and improvements, capital expenditures, targeted infrastructure, site improvements, promotional expenditures, engineering and/or legal services, administrative personnel services, and other purposes permitted by law, in order to provide improved community development and/or to promote new or expanded business enterprises for the benefit of the public. The costs of the Projects are estimated not to exceed \$4,017,609.00 including but not limited to the specific projects or general types of projects set forth in the Anna Community Development Corporation’s 2026-2027 fiscal year budget.

The Projects will be financed and/or paid from the proceeds of sales tax revenue and other resources of the Corporation.

WHEREAS, such projects are authorized under the Act and found by the Board of Directors to promote new or expanded business development pursuant to Section 505.158, Texas Local Government Code; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Local Government Code; and

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

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Fiscal Year 2026-2027 Budget**

The CDC Board of Directors hereby approves adopting the Anna Community Development Corporation 2026-2027 fiscal year budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full, subject to approval by the City of Anna City Council.

PASSED AND APPROVED by the Anna Community Development Corporation on this 6th day of August 2026.

APPROVED:

ATTEST:

Bruce Norwood, CDC President

Dwyke Williams, CDC Secretary

EXHIBIT A



Anna, Texas

Budget Listing

For Fiscal: 2026-2027 Period Ending: 10/31/2026

Account Number	Account Name	2026-2027 PB 2026-2027	2026-2027		
Fund: 890 - Community Development Corporation					
Department: 825 - Community Development Corporation					
890-825-61010	Salaries	424,417.00			
890-825-61019	Miscellaneous Payroll	0.00			
890-825-61110	Payroll Taxes-City Part FICA	32,468.00			
890-825-61210	Health Insurance	44,000.00			
890-825-61220	TMRS Retirement	60,765.00			
890-825-61230	Unemployment	509.00			
890-825-61240	Worker's Compensation	7,000.00			
890-825-61910	Compensated Absences	0.00			
890-825-62011	Office Supplies	5,000.00			
890-825-62012	Other Supplies - Misc.	9,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	meals, meetings supplies, or other administrative		1.00	9,000.00	9,000.00
890-825-62013	Printing & Copying	0.00			
890-825-62210	Postage	400.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	mailing bills, etc		1.00	400.00	400.00
890-825-62310	Clothing Supplies	4,500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	Staff Board shirts. name plates/ tags, training		1.00	2,925.00	2,925.00
PB 2026-2027	TEDC Sales Tax Training		7.00	225.00	1,575.00
890-825-62910	IT Supplies	4,067.00			
890-825-66010	Electricity	0.00			
890-825-66040	Telecom	0.00			
890-825-67000	Contract Services	173,600.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	Downtown Lawn Care		1.00	15,000.00	15,000.00
PB 2026-2027	Eisenburg Marketing and Branding Plan		1.00	10,000.00	10,000.00
PB 2026-2027	Flyerview Updated Marketing Maps		1.00	5,200.00	5,200.00
PB 2026-2027	GISWebtech		1.00	6,200.00	6,200.00
PB 2026-2027	Resimplifi Real Estate Data		1.00	5,200.00	5,200.00
PB 2026-2027	Retail Coach		1.00	20,000.00	20,000.00
PB 2026-2027	Tax software		1.00	5,000.00	5,000.00
PB 2026-2027	Toole Marketing Map		1.00	105,000.00	105,000.00
PB 2026-2027	Web Hosting		1.00	2,000.00	2,000.00
890-825-67016	Promotion Expense	165,700.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	Anna Update		1.00	1,500.00	1,500.00
PB 2026-2027	Chamber Event Sponsorship		1.00	8,000.00	8,000.00
PB 2026-2027	Development Forum Event		1.00	4,000.00	4,000.00
PB 2026-2027	Ground Breaking and Grand Opening Events		1.00	8,000.00	8,000.00
PB 2026-2027	Marketing Plan Implementation - digital, social, p		1.00	103,000.00	103,000.00
PB 2026-2027	Small Business Programming		1.00	8,600.00	8,600.00

Budget Listing

For Fiscal: 2026-2027 Period Ending: 10/31/2026

Account Number	Account Name	2026-2027	2026-2027		
		PB 2026-2027			
PB 2026-2027	Swag and Promo Items		1.00	12,600.00	12,600.00
PB 2026-2027	Website Updates/Upgrades		1.00	20,000.00	20,000.00
890-825-67019	Legal Expense	30,000.00			
890-825-67020	Audit/Accounting Expense	7,500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	CPA services - audit, 990, 1099s		1.00	7,500.00	7,500.00
890-825-67022	Engineering/Design	0.00			
890-825-67031	Public Notices - Advertising	500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	publish notices		1.00	500.00	500.00
890-825-67053	Economic Development Grant Expense	1,106,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	CDC grant to EDC		1.00	60,000.00	60,000.00
PB 2026-2027	Chief Partners Sales Tax Incentive Phase II		1.00	300,000.00	300,000.00
PB 2026-2027	Other Targeted Area Economic Development Grants		1.00	678,000.00	678,000.00
PB 2026-2027	Small Business Development Grant		1.00	8,000.00	8,000.00
PB 2026-2027	TDA Downtown Revitalization Grant/CDF Match Grant		1.00	60,000.00	60,000.00
890-825-67058	Insurance - Property & Liability	1,000.00			
890-825-67061	Dues, Publications & Licenses	36,485.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	Anna Chamber of Commerce Membership		1.00	3,000.00	3,000.00
PB 2026-2027	APA Membership (ST)		1.00	550.00	550.00
PB 2026-2027	Brew City, Texas Annual Membership		1.00	350.00	350.00
PB 2026-2027	Canva (Newsletter)		1.00	300.00	300.00
PB 2026-2027	CoPilot License		2.00	360.00	720.00
PB 2026-2027	DBJ Annual Membership		1.00	450.00	450.00
PB 2026-2027	ICMA		1.00	210.00	210.00
PB 2026-2027	ICSC		6.00	245.00	1,470.00
PB 2026-2027	IEDC		2.00	455.00	910.00
PB 2026-2027	IEDC-EDP Certification		1.00	610.00	610.00
PB 2026-2027	Mailchimp (Newsletter)		1.00	650.00	650.00
PB 2026-2027	TEDC		3.00	600.00	1,800.00
PB 2026-2027	Texas Downtown Association		1.00	465.00	465.00
PB 2026-2027	TxEDC		1.00	25,000.00	25,000.00
890-825-67130	Professional Services Non Contract	0.00			
890-825-67200	Travel/Training Expense	53,375.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	Area Development Womens Conference (Nat)		1.00	3,200.00	3,200.00
PB 2026-2027	Collin County Summit Sponsorship		1.00	7,500.00	7,500.00
PB 2026-2027	DFW Marketing Team Trips		1.00	6,000.00	6,000.00
PB 2026-2027	Entertainment Experience Conference		1.00	8,000.00	8,000.00
PB 2026-2027	International Council Shopping Centers Texas		1.00	12,000.00	12,000.00
PB 2026-2027	Legislative Initiatives - Anna Day		1.00	3,000.00	3,000.00
PB 2026-2027	TEDC Sales Tax Workshop		3.00	225.00	675.00
PB 2026-2027	Texas Downtown Association Conference		1.00	3,000.00	3,000.00
PB 2026-2027	Texas Economic Development Council Conferences		2.00	5,000.00	10,000.00
890-825-67790	Interest Expense	586,286.00			

Budget Listing

For Fiscal: 2026-2027 Period Ending: 10/31/2026

Account Number	Account Name	2026-2027 PB 2026-2027	2026-2027		
Budget Detail					
Budget Code	Description	Units	Price	Amount	
PB 2026-2027	Central Bank December 2026 Payment	1.00	18,338.00	18,338.00	
PB 2026-2027	Central Bank June 2027 Payment	1.00	18,218.00	18,218.00	
PB 2026-2027	Central Bank March 2027 Payment	1.00	18,278.00	18,278.00	
PB 2026-2027	Central BankSeptember 2027 Payment	1.00	18,156.00	18,156.00	
PB 2026-2027	Sales Tax Revenue Bonds, Series 2012-B Aug 2027	1.00	9,933.00	9,933.00	
PB 2026-2027	Sales Tax Revenue Bonds, Series 2012-B Feb 2027	1.00	11,707.00	11,707.00	
PB 2026-2027	Sales Tax Revenue Bonds, Series 2016 Aug 2027	1.00	25,540.00	25,540.00	
PB 2026-2027	Sales Tax Revenue Bonds, Series 2016 Feb 2027	1.00	26,668.00	26,668.00	
PB 2026-2027	Southside Banc Shares April 2027	1.00	24,699.00	24,699.00	
PB 2026-2027	Southside Banc Shares July 2027	1.00	24,345.00	24,345.00	
PB 2026-2027	Southside Bancshares January 2027	1.00	25,047.00	25,047.00	
PB 2026-2027	Southside Bancshares October 2026	1.00	25,339.00	25,339.00	
PB 2026-2027	Webster December 2026 Payment	1.00	85,948.00	85,948.00	
PB 2026-2027	Webster June 2026 Payment	1.00	84,693.00	84,693.00	
PB 2026-2027	Webster March 2027 Payment	1.00	85,325.00	85,325.00	
PB 2026-2027	Webster September 2026 Payment	1.00	84,052.00	84,052.00	
890-825-67850	Bad Debt Expense	0.00			
890-825-67950	Bond/Trustee Fees	0.00			
890-825-67999	Other Services - Misc.	0.00			
890-825-68000	Contributions Expense	0.00			
890-825-68910	Depreciation Expense	0.00			
890-825-69010	Construction	0.00			
890-825-69110	Machinery & Equipment	200,000.00			
890-825-69310	Land Acquisition	610,500.00			
890-825-71090	Debt Service - Principal	454,537.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
PB 2026-2027	Central Bank December 2026 Payment	1.00	4,656.00	4,656.00	
PB 2026-2027	Central Bank June 2027 Payment	1.00	4,777.00	4,777.00	
PB 2026-2027	Central Bank March 2027 Payment	1.00	4,716.00	4,716.00	
PB 2026-2027	Central Bank September 2027 Payment	1.00	4,839.00	4,839.00	
PB 2026-2027	Sales Tax Revenue Bonds Series 2012-B	1.00	115,000.00	115,000.00	
PB 2026-2027	Sales Tax Revenue Bonds, Series 2016	1.00	55,000.00	55,000.00	
PB 2026-2027	Southside Bancshares April 2027	1.00	21,673.00	21,673.00	
PB 2026-2027	Southside Bancshares January 2027	1.00	21,325.00	21,325.00	
PB 2026-2027	Southside Bancshares July 2027	1.00	22,027.00	22,027.00	
PB 2026-2027	Southside Bancshares October 2026	1.00	20,983.00	20,983.00	
PB 2026-2027	Webster Bank December 2026 Payment	1.00	43,942.00	43,942.00	
PB 2026-2027	Webster Bank June 2027 Payment	1.00	45,197.00	45,197.00	
PB 2026-2027	Webster Bank March 2027 Payment	1.00	44,565.00	44,565.00	
PB 2026-2027	Webster Bank september 2027 Payment	1.00	45,837.00	45,837.00	
890-825-71220	Bond Issuance Costs	0.00			
890-825-98100	Transfers Out	0.00			
Total Department: 825 - Community Development Corporation:		4,017,609.00			
Total Fund: 890 - Community Development Corporation:		4,017,609.00			
Report Total:		4,017,609.00			



Item No. 5.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Consider/Discuss/Action on Resolution No. 2026-08-12 approving the Fiscal Year 2026-2027 Anna EDC budget. (EDC)

SUMMARY:

Staff is proposing a 2026-2027 Fiscal Year EDC budget of \$1,590,000.00. If approved, it will allow for prospective incentives and possible building costs.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Resolution No. 2026-08-12 approving the proposed 2026-2027 Fiscal Year EDC budget.

ATTACHMENTS:

1. 2026-08-12 EDC Resolution - EDC 2026-2027 FY Budget
2. Exhibit A - Proposed FY 2026-2027 EDC Budget

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-08-12

**A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION
ADOPTING THE 2026-2027 FISCAL YEAR BUDGET**

WHEREAS, to be effective October 1, 2026, the Anna Economic Development Corporation (the “EDC”) and subject to approval of the City of Anna City Council, the Board of Directors of the EDC desires to approve and adopt the EDC budget for the 2026-2027 fiscal year; and

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

Section 1. Recitals Incorporated

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

Section 2. Adoption of Fiscal Year 2026-2027 Budget

The EDC Board of Directors hereby approves adopting the Anna Economic Development Corporation 2026-2022 fiscal year budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full, subject to approval by the City of Anna City Council.

PASSED AND APPROVED by the Anna Economic Development Corporation on this 6th day of August 2026.

APPROVED:

ATTEST:

Bruce Norwood, CDC President

Dwyke Williams, CDC Secretary



Account Number	Account Name	2026-2027 PB 2026-2027	2026-2027		
Fund: 892 - Economic Development Corporation					
Department: 825 - Community Development Corporation					
892-825-62012	Other Supplies - Misc.	0.00			
892-825-62210	Postage	0.00			
892-825-63012	Maint. & Repair - Buildings	50,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	Maintenance/Repairs -312 N. Powell/101 S. Powell		1.00	50,000.00	50,000.00
892-825-66010	Electricity	0.00			
892-825-66020	Gas - Natural/Propane	0.00			
892-825-66030	City Utilities Water/Sewer/Trash	0.00			
892-825-66040	Telecom	1,500.00			
892-825-67000	Contract Services	15,000.00			
892-825-67008	IT Support Services	0.00			
892-825-67016	Promotion Expense	0.00			
892-825-67019	Legal Expense	18,500.00			
892-825-67020	Audit/Accounting Expense	5,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
PB 2026-2027	CPA Services - Audit, 1099 form 990		1.00	5,000.00	5,000.00
892-825-67053	Economic Development Grant Expense	1,000,000.00			
892-825-67058	Insurance - Property & Liability	0.00			
892-825-67130	Professional Services Non Contract	0.00			
892-825-67200	Travel/Training Expense	0.00			
892-825-67999	Other Services - Misc.	0.00			
892-825-68910	Depreciation Expense	0.00			
892-825-69010	Construction	0.00			
892-825-69310	Land Acquisition	500,000.00			
892-825-69410	Capital Expenditures	0.00			
892-825-98100	Transfers Out	0.00			
Total Department: 825 - Community Development Corporation:		1,590,000.00			
Total Fund: 892 - Economic Development Corporation:		1,590,000.00			
Report Total:		1,590,000.00			



Item No. 5.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Consider/Discuss/Act on Resolution No. 2026-08-13 approving an agreement with The Retail Coach for professional Contract Services. (CDC)

SUMMARY:

The Anna CDC would like to continue its partnership with The Retail Coach to support business recruitment and implement business development initiatives. As part of the ongoing scope of work, The Retail Coach provides comprehensive market analysis, retail demand analysis to identify recruitment opportunities, and targeted lists of retailers, restaurants, and developers that align with the community's growth objectives.

In addition, The Retail Coach develops marketing and branding materials, including developer opportunity packages, and actively recruits retailers and developers by coordinating meetings with Anna EDC staff at industry events and other national retail conferences. The Retail Coach also provides monthly progress reports and strategic updates to keep staff informed on recruitment efforts, market trends, and ongoing project activity.

The current agreement is based on a 12-month term, allowing The Retail Coach to provide continuous support as the City of Anna experiences sustained growth. Through this established partnership, The Retail Coach serves as an extension of EDC staff, helping attract high-quality retail and commercial development that meets the needs of the community while supporting the City's long-term economic development goals.

FINANCIAL IMPACT:

The 2026-2027 fiscal year budgeted expenditure of funds is not to exceed \$20,000 for services provided by The Retail Coach.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement with The Retail Coach and authorization

for the expenditure of funds not to exceed \$20,000.

ATTACHMENTS:

1. 2026-08-13 CDC Resolution - The Retail Coach Agreement
2. The Retail Coach Agreement

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-08-13

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
APPROVING AND AUTHORIZING AN AGREEMENT AND THE EXPENDITURE OF
FUNDS FOR PROFESSIONAL CONTRACT SERVICE PURPOSES**

WHEREAS, the Anna Community Development Corporation (the “CDC”) wishes to expend funds for contract service purposes to provide business recruitment of retailers and developers; and

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

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Funding

The CDC Board of Directors hereby approves authorizes the Board President to execute a contract for business recruitment services with The Retail Coach, LLC and to charge the CDC’s contract services line item in an amount not to exceed \$20,000 in the Fiscal Year 2026-2027 for business recruitment of retailers and developer services for community and economic development purposes.

PASSED AND APPROVED by the Anna Community Development Corporation on this 6th day of August 2026.

APPROVED:

ATTEST:

Bruce Norwood, CDC President

Dwyke Williams, CDC Secretary

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is made by and between the Anna Community Development Corporation ("Client") and The Retail Coach, LLC, a limited liability company ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist Client in creating a Retail Recruitment & Development Strategy (the "Project"); and

WHEREAS, the Professional desires to render professional services for Client on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on execution of this agreement ("Effective Date") and continue for twelve months.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the agreement in accordance with the Scope of Services outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of twenty thousand dollars (\$20,000).

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein. CONSULTANT shall not have or claim any right arising from employee status.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Professional to which the Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. The Professional—and not Client—shall solely control the means, methods, sequences, procedures, or techniques utilized by the Professional to perform work or services under this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Client:

Attn: Natasha Roach
Director of Economic Development
Anna Community Development Corporation
120 W. 7th St.
Anna, TX 75409

If intended for Professional:

Attn: Aaron Farmer
President
PO Box 7272
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and

Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions:
 - (1) name Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Client for cancellation of the insurance; (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client.

6.10 Indemnification. CLIENT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CLIENT, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CLIENT") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR BREACH OF CLIENT'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CLIENT FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES, RELATED EXPENSES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION OR OTHER WRONGFUL ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CLIENT, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CLIENT ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR

6.14 Intellectual Property Rights; Ownership.

- (a) Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the deliverables received by the Client as a result of Professional's completion of the Scope of Services for the Project (the "Deliverables"), including all intellectual property rights therein. Professional agrees, and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Professional hereby irrevocably assigns, and shall cause the Professional's personnel to irrevocably assign to Client, in each case without additional consideration, all rights and title in and to the Deliverables, including all intellectual property rights therein.
- (b) Professional represents and warrants to Client that it has the full right, power, and authority to use the Deliverables and that no part of the Deliverables, and Client's use thereof infringe or will infringe on any intellectual property rights or other rights of any third party.

6.15 Confidentiality; Nondisclosure. Professional agrees not to disclose or otherwise make available any of the Deliverables or other information received or created by the Professional for the Client to any third party without the prior written consent of the Client which may be withheld in the Client's sole discretion.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2026.

Anna Community Development Corporation

By: _____

Name: _____

Title: _____

EXECUTED this _____ day of _____, 2026.

The Retail Coach, LLC

By: _____

Name _____

Title: _____

EXHIBIT “A”
Scope of Services



EXHIBIT A:

Anna Texas Economic Development Corporation & Community Development Corporation

Retail Recruitment & Development Strategy

PREPARED BY:

Aaron Farmer
President
662.231.0608
afarmer@theretailcoach.net

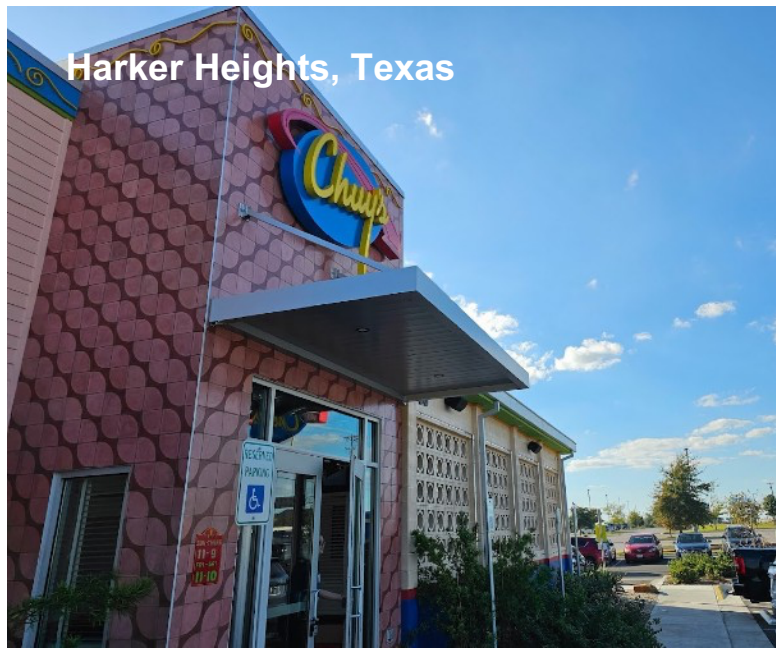
We Recruit Retail.

We Recruit Retail.

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About The Retail Coach	5-7
Project Deliverables	8
Scope of Work	9-21
Project Pricing & Timeline	22

More Than 6 Million SF of New Retail Recruited in the Last 5 Years

Our proven Retail:360® Process has been instrumental in recruiting new retailers and developers to our client communities.

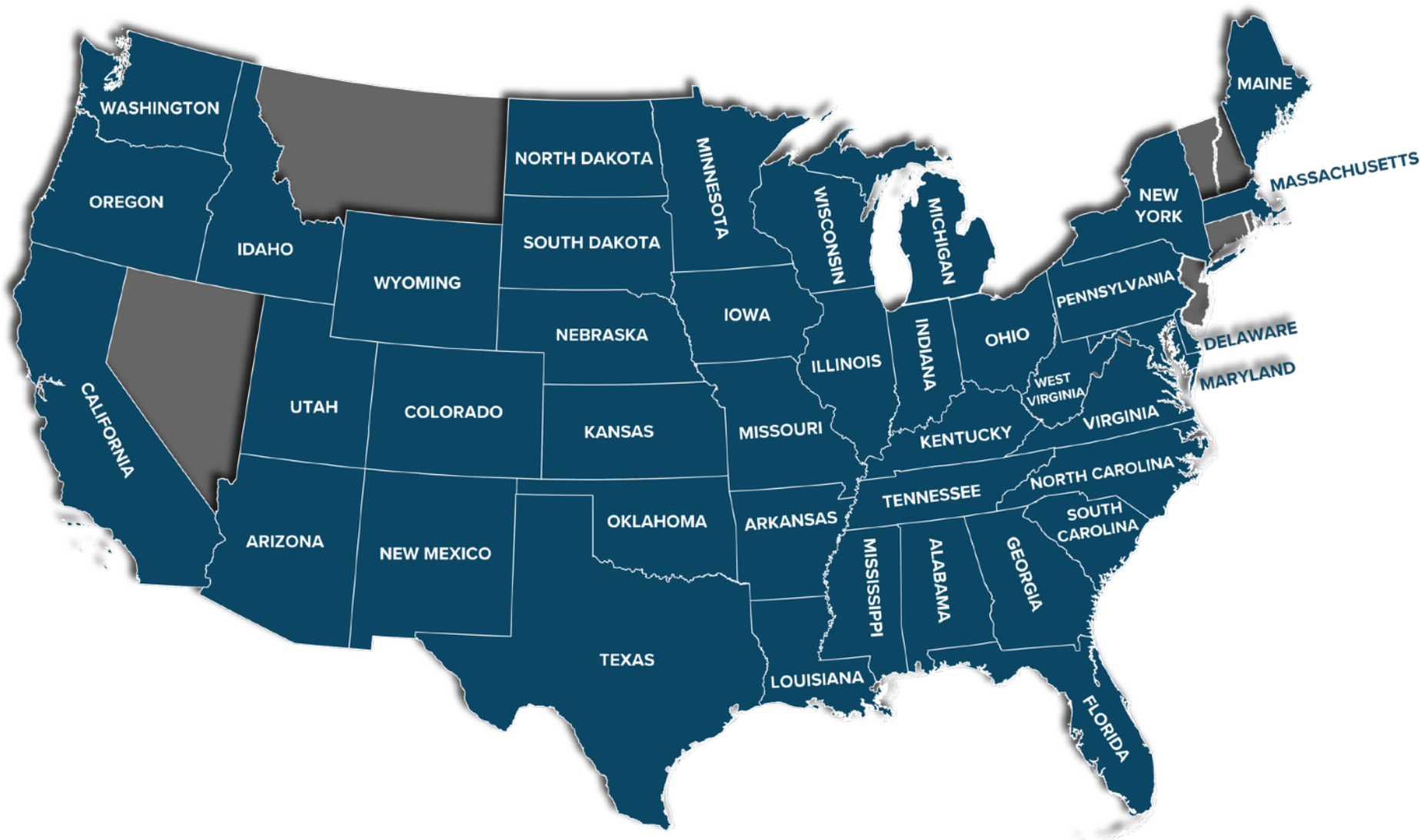


More Than 6 Million SF of New Retail Recruited in the Last 5 Years

From Bass Pro Shops to Dollar General - we recruit the retail and retailers that fit our clients' markets.



COMPANY PROFILE



National Expertise. Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

850+
COMMUNITIES
SERVED

43
STATES WE'VE
WORKED IN

90%+
REPEAT CLIENT RATE



An Entire Team Dedicated to Growing Retail in Anna

What Makes Us Different?

Experienced & Connected

We pioneered the retail recruitment industry more than 25 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

Full Transparency

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

Our Team is Your Team

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers.

We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.

Retail Recruitment is a Process, Not an Event.

Through our proprietary **Retail 360® Process**, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.

Our Retail 360® Process identifies **strengths, weaknesses, opportunities, and threats** to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.



MARKET-BASED SOLUTIONS

We understand that every client community has its own unique set of development needs.

That's why we work with our clients to determine those needs and offer custom, tailored, data-driven solutions.

ON-THE-GROUND ANALYSIS

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers.

We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

ACTION PLAN FOR GROWTH

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process.

This partnership typically produces best results when, together, we derive short-term and long-term strategies based on market data and opportunities.

Project Deliverables

Analyzing the Market

Competing Communities Analysis
Custom Retail Trade Area Map
Retail Trade Area Demographic Profile
Retail Trade Area Psychographic Profile
City Demographic Profile
Discussions with Key Community and Business Stakeholders

Determining Retail Opportunities

Retail Demand Analysis

Identifying Development Opportunities

Analysis of Development Sites

Identify Retailers & Developers

Target List of Retailers (and Restaurants)

Marketing & Branding

Retail Market Profile
Customized Retailer Feasibility Packages
Developer Opportunity Package

Online Retail Dashboard (Retail 360® Website)

Recruitment of Retailers & Developers

Retailer & Developer Recruitment Status Dashboard (AirTable)
Monthly Recruitment

Ongoing Recruitment & Coaching

Ongoing Coaching and Support from The Retail Coach Team
Representation of the City at Regional and National Retail Industry Events

Analyzing the Market

The Retail Coach will perform extensive market research and analysis to evaluate the Anna community and surrounding area. This “macro to micro” approach enables The Retail Coach to analyze competitive and economic forces that may impact Anna’s retail recruitment and development plan.

Competing Community Analysis

It is important to monitor what is occurring in area communities from a retail economic development perspective. What are their advantages and/or challenges? Are they experiencing positive or negative growth? What are their current retail offerings?

The Retail Coach will look at competing communities to identify competitive advantages, through economic and market forces, that have a direct impact on retail recruitment and development in Anna.

Custom Retail Trade Area Determination

The Retail Trade Area is the geographical area from which the community’s retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

High-Impact Mobile Data Analysis

The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Anna. This high-confidence data is used to determine Retail Trade Areas and validate retail site selection decisions.

The Retail Coach will hand draw the Retail Trade Area map for Anna based on mobile phone data from consumers, as well as on-the-ground analysis from The Retail Coach Team.

Understanding your true customer base is critical to quantifying the demand for new retail and restaurant development.

We use real data collected from actual customers in your community to analyze trade area boundaries, competitive markets, and leakage. This high confidence data allows our team to tell your community's story and show potential investors why they need to be in your market.



Analyzing the Market

Demographic Profiling

A community must be able to instantaneously provide information and data sets required by retailers during the site evaluation and site selection process. The data must be accurate, current, and readily available.

The Retail Coach will create comprehensive 2020 Census and 2025 and 2030 demographic profiles for the Retail Trade Area and Anna community. The comprehensive profile includes population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and local retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for businesses.

The Retail Coach will develop an ESRI Tapestry Segmentation Profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.

Determining Retail Opportunities

Retail Demand Analysis

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the projected retail demand growth — or opportunities — for 68 retail sectors. The analysis is ultimately used to identify specific recruitment targets for the community.

The Retail Demand Analysis will:

- Identify retail demand growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest propensity for success and qualify their ultimate potential

The Retail Coach will determine the level of retail demand for the Retail Trade Area and use projected demand to help identify opportunity areas and prioritize retail market sectors for recruitment.

Identifying Development Opportunities

Identifying & Marketing Available Sites

Retailers are not only interested in market data on your community, but also interested in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current market information. Successful retail recruitment begins with the introduction of available sites.

The Retail Coach will identify priority retail vacancies and development/redevelopment sites to market. Factors influencing site selection for priority sites will include:

- Existing market conditions
- Retail Trade Area population
- Traffic counts and traffic patterns
- Site-line visibility from primary & secondary traffic arteries
- Ingress/egress
- Adequate parking
- Site characteristics
- Proximity to retail clusters

Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 25 years. Our process is driven by providing accurate and current data sets, as well as site-specific information, to retailers that “fit” the community.

Identifying Potential Retailers

The Retail Coach will target national and regional brands that are a “good fit” for Anna. This means that the Retail Trade Area population, ethnicities, incomes, ages, and educational levels meet the retailers’ ideal location criteria.

The Retail Coach will develop and review a master list of potential retailers with Anna staff and work together to prepare a final target list of retailers for recruitment. This list will include first-to-the-market concepts that may be a good fit for the community.

Identifying Potential Developers

Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 25 years. Developer networking and recruitment have become key components in a community’s retail recruitment and development/redevelopment success. If a retailer were to express interest in the community, and there was not ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

The Retail Coach will utilize its network to identify retail real estate developers active in Anna and the region for recruitment.

Marketing & Branding

To attract targeted retailers, a critical step is to provide accurate and current community and Retail Trade Area data and information. It is important that this marketing information positively reflects the community's positive attributes and brand to corporate site selectors, real estate brokers, and developers. This information is essential for them in making initial decisions about locating in the community.

Retail Market Profile

The Retail Coach will develop a Retail Market Profile tailored to the specific needs of targeted retailers' essential site selection and location criteria for **Anna**. The profile serves as a community introduction, and includes:

- Retail Trade Area Map
- Location Map
- Demographic Profile Summary
- Appropriate logo and contact information

Specialized Recruitment Packages & Reports

Retail economic development enjoys a broad definition throughout the industry and, oftentimes, highly specialized reports are needed. These reports are developed to address the specific needs of our clients, retailers and/or developers.

Marketing & Branding

Developer Package

The Retail Coach will create a marketing package for retail developers active in the community and region to generate their interest in retail development opportunities.

The Retail Coach will create a Developer Package to highlight development and redevelopment opportunities in **Anna**. This package may include:

- Community Overview & Location Map
- Retail Trade Area & Demographic Trends
- Aerial Imagery & Traffic Counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Area Retail & Zoning
- Residential clustering and support
- Proximity to “anchor” retailers
- Top Employers & Workplace Population
- Interested retailers

Marketing & Branding

Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community's opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed anytime through a branded Retail360® link. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.

The Retail Coach will create a Retail360® Retail Dashboard for **Anna**, which will be available for visual presentation and easy downloading of all data sets, available sites, and marketing information.

Inbox (23) - austin.farmer@the... Search Results for "murrieta" - x Murrieta, California - Retail:3... +

retail360.us/murrieta-california/

MURRIETA
City of Murrieta

Overview Demographics Psychographics Available Sites GisTool More Information



MURRIETA, CALIFORNIA

HIGHLY DESIRABLE, FAST GROWING COMMUNITY IN THE SOUTHWEST RIVERSIDE COUNTY, CALIFORNIA

- Murrieta has been ranked the #1 City to live in Southwest Riverside County by The Press-Enterprise
- 2nd Safest city in the U.S. 2018 (Source FBI, Cities over 100k residents)
- Murrieta Valley Unified School District (MVUSD) is one of only 22 exemplary rated districts in the state of California.

COMMUNITY SUMMARY

MURRIETA,

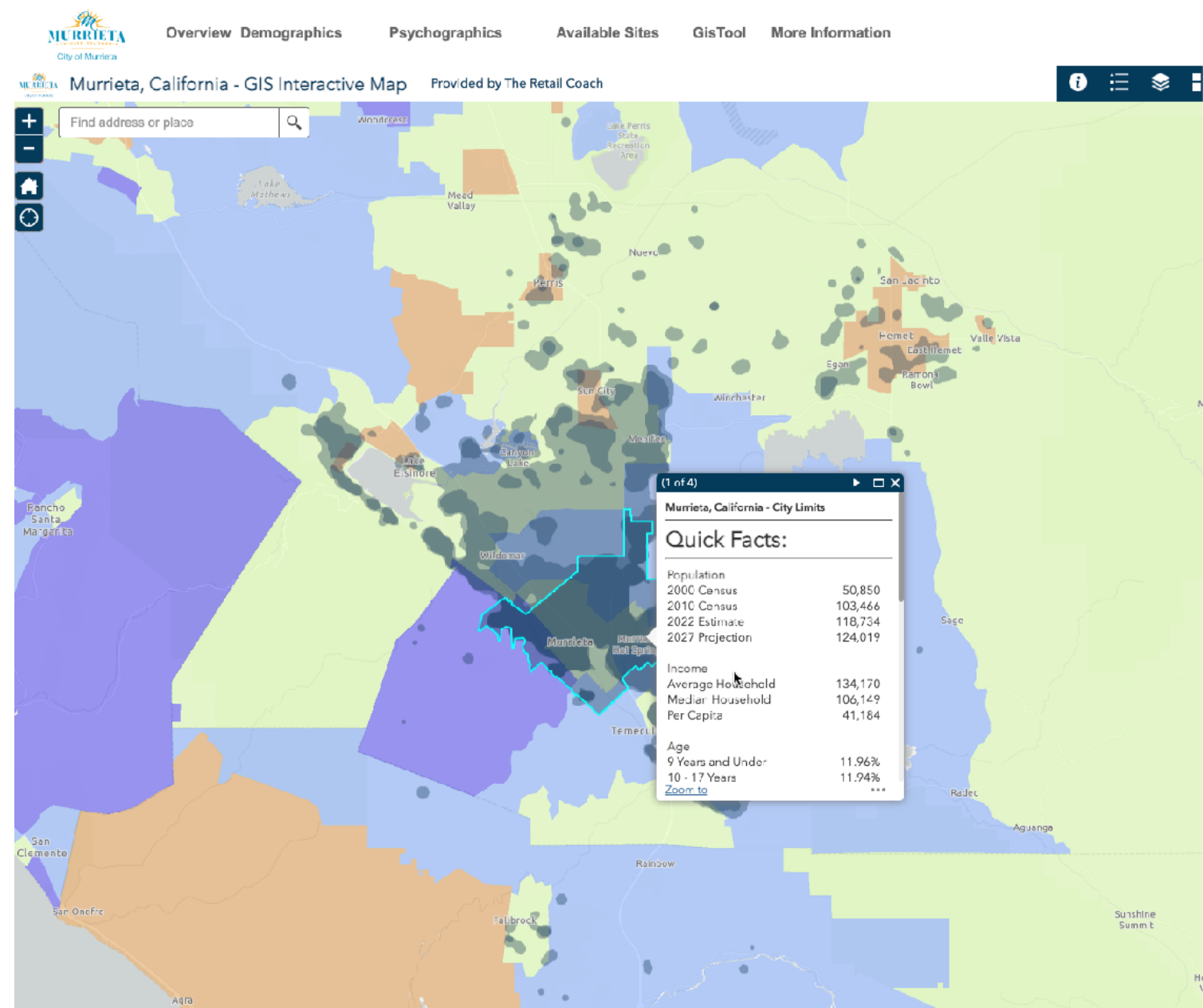
All documents are in PDF format and will open in a new window.

Marketing & Branding

Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for Anna along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing. Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user — whether they be a retailer, developer, or even a local entrepreneur.



Recruiting Retailers & Developers

Recruitment of Retailers

We were the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. More than 25 years and 850 projects later, the recruitment of retailers remains one of our primary metrics of success. Today, our success has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

The Retail Coach will actively recruit retailers to **Anna**. Our process includes:

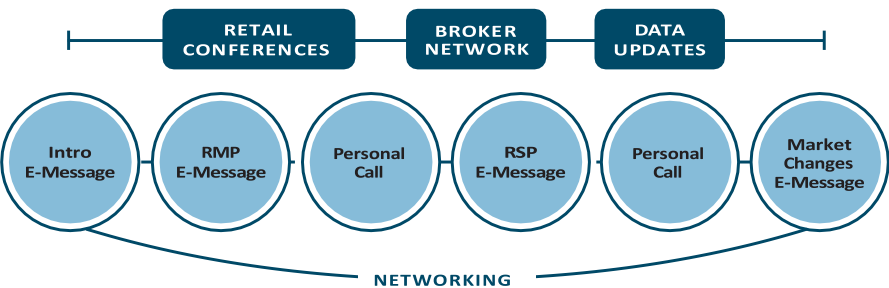
- Introductory emails and retail market profile are sent to each targeted retailer.
- Personal calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers.
- Personal emails are sent to inform targeted retailers of significant market changes.
- Personal emails are sent to decision markers once per quarter to continue seeking responses regarding their interest level in the community.
- A retailer status report is provided with each retailer’s complete contact information and comments resulting from recruitment activities.

Recruitment of Developers

Much of our recruitment success comes from having established a network of retail real estate developers over the past 25 years. Oftentimes, a retailer or retailers may have interest in a community, only to find that suitable properties do not exist.

The Retail Coach will actively recruit developers for **Anna**, if an opportunity is identified. Our process includes:

- Introductory emails and opportunity packages are sent to developers.
- Personal calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes.
- A developer status report is provided with each developer’s complete contact information and comments resulting from recruitment activities.



Recruiting Retailers & Developers

Retail Conferences

The Retail Coach helps communities connect with retailers and developers at retail conferences such as Retail Live!, the annual ICSC RECon and other regional events attended.

The Retail Coach will assist in marketing **Anna** and its opportunities to retailers, brokers, and developers at retail industry conferences attended.



Recruiting Retailers & Developers

Retail Recruitment Accountability Dashboard

As part of our recruitment process, we provide access to a real-time recruitment dashboard where Anna staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

The Retail Coach will set up a recurring monthly meeting with staff to review on-going recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.

Interested	Need Franchisee	Interested - Requested Avail...	Opened / Opening
aldi STATUS Interested	Arby's STATUS Need Franchisee	22 North Holland STATUS Interested - Requested Avail...	Burger King STATUS Opened / Opening
Craving Kernels STATUS Interested	Huddle House STATUS Need Franchisee	Anytime Fitness STATUS Interested - Requested Avail...	Chicken Express STATUS Opened / Opening
First Class BBQ STATUS Interested	Jersey Mike's STATUS Need Franchisee	Denny's STATUS Interested - Requested Avail...	Jack In The Box STATUS Opened / Opening
Great Clips STATUS Interested	Schlotzsky's STATUS Need Franchisee	HTeaO STATUS Interested - Requested Avail...	Starbucks STATUS Opened / Opening
Holiday Inn Express STATUS Interested	Supercuts STATUS Need Franchisee	Papa John's STATUS Interested - Requested Avail...	4 records +
Horizon Firearms	5 records +	SHOE SHOW, INC. is a national shoe retailer with more than 1,350 stores in 47 states. All stores sell a complete line of family footwear. 	

Coaching & Ongoing Support

Retail Coaching

The Retail Coach partners with communities on a long-term basis and will be available when they have questions, new ideas, or need data updates. We are also available if clients need to brainstorm opportunities as the community grows and develops.

The Retail Coach will provide on-going coaching and support for retail recruitment activities throughout the project.



Project Timeline & Pricing

Project Communication At a minimum, The Retail Coach will schedule monthly updates with staff to provide progress reports and feedback.	Project Focus Our team will focus efforts in and around Downtown Anna, while still aiding with future development opportunities throughout Anna as a whole.	Project Timeline The Retail Coach is available to begin work immediately with a project duration of 12 months.
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Pricing

The total fee for completion of this work is **\$20,000**, payable in two installments:

- a) **\$10,000** to be invoiced on October 20, 2026
- b) **\$10,000** to be invoiced March 30, 2027

Optional Project Extension: If Anna elects to extend the project period, the additional fee shall be: **\$20,000** for an additional 12 month period of data updates, ongoing recruitment, monthly updates and coaching.



PREPARED BY:

Aaron Farmer

President

662.231.0608

afarmer@theretailcoach.net

We Recruit Retail.



Item No. 5.d.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Consider/Discuss/Action on Resolution No. 2026-08-14 approving and ratifying a Real Estate Sales Contract and Leaseback Agreement between William Bentley Powell for the acquisition of approximately 5.115 acres of real property comprising in the City of Anna for a purchase price of \$2,339,498.70, including a temporary post-closing leaseback and related right-of-way dedications at Rosamond and Interurban Street; and authorizing the Board President or Vice President, the Economic Development Director to execute closing and related documents and take all actions necessary to consummate and administer the transaction. (CDC)

SUMMARY:

The purpose of this agenda item is to authorize the acquisition of approximately 5.115 acres of strategically located property to support future community and economic development initiatives. The agreement also provides for a temporary leaseback to the seller following closing and includes the dedication of necessary public right-of-way along Rosamond Parkway and Interurban Street.

The CDC has negotiated a Real Estate Sales Contract and Leaseback Agreement with William Bentley Powell for the purchase of approximately 5.115 acres at a purchase price of **\$2,339,498.70**.

The acquisition supports the City's long-term planning efforts by securing property in an area anticipated for continued growth and future public investment.

Approval of the resolution will authorize the CDC to complete the purchase of the property and execute the associated leaseback agreement. The temporary leaseback allows the seller to continue limited occupancy after closing while ownership transfers to the CDC. The right-of-way dedications included in the transaction will facilitate future transportation and infrastructure improvements consistent with the City's development plans.

FINANCIAL IMPACT:

The purchase price for the property is **\$2,339,498.70**, plus customary closing costs as provided in the agreement. Funding is available through CDC-authorized funds designated for property acquisition and economic development initiatives.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2026-08-14 as presented.

ATTACHMENTS:

1. 2026-08-14 CDC Resolution - Bentley Powell Purchase Agreement
2. Powell Parcel 1016983 Purchase Contract Leaseback FINAL

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-08-14

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AND, TO THE EXTENT PREVIOUSLY EXECUTED, RATIFYING A REAL ESTATE SALES CONTRACT AND LEASEBACK AGREEMENT WITH WILLIAM BENTLEY POWELL FOR THE ACQUISITION OF APPROXIMATELY 5.115 ACRES; AND AUTHORIZING EXECUTION OF CLOSING AND RELATED DOCUMENTS AND OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTION

WHEREAS, the Anna Community Development Corporation (the “CDC”) is authorized to undertake projects under Chapter 505 of the Texas Local Government Code; and

WHEREAS, William Bentley Powell, an individual (“Seller”), and the CDC, as buyer, have negotiated a Real Estate Sales Contract and Leaseback Agreement (the “Contract”) for the acquisition of approximately 5.115 acres comprising Collin CAD Parcel No. 1016983 in the City of Anna, together with the improvements and appurtenant rights (the “Property”), for \$2,339,498.70, subject to adjustment at Closing under the Contract based on the final survey; and

WHEREAS, the Contract includes a temporary post-closing leaseback of the improvements on the Property through the ninetieth (90th) calendar day after Closing unless earlier terminated, and the dedication or conveyance at Closing of certain right-of-way areas at Rosamond and Interurban Street without additional monetary consideration; and

WHEREAS, the Board finds that acquiring the Property and completing the transactions contemplated by the Contract will further the CDC’s lawful economic development purposes and is in the best interests of the CDC;

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

Section 1. Recitals Incorporated

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

Section 2. Approval and Ratification; Authority to Close and Take Additional Action

The Board hereby approves and, to the extent previously executed, ratifies the Contract substantially in the form presented to the Board and maintained in the CDC’s records. Subject to approval of legal form by the CDC’s legal counsel and any required City Council approval, the Board authorizes the Board President or Vice President, the

Economic Development Director, and City of Anna staff to execute, deliver, accept, and record the Contract and all closing, leaseback, deed, title, survey, right-of-way dedication, and related instruments; to complete final legal descriptions and exhibits consistent with the Contract; to pay the earnest money, purchase price, and authorized closing costs; to extend deadlines and resolve title, survey, and closing matters as permitted by the Contract; and to take additional actions necessary to consummate and administer the transaction. No material change to the purchase price, Property, leaseback term, or right-of-way dedication obligations may be made without further Board approval.

PASSED AND APPROVED by the Anna Community Development Corporation this ____ day of _____, 2026.

APPROVED:

ATTEST:

Bruce Norwood, President

Dwyke Williams, Secretary

Real Estate Sales Contract and Leaseback Agreement

This Real Estate Sales Contract and Leaseback Agreement (this “Contract”) to buy and sell real property and provide a post-closing leaseback of certain structures is between Seller and Buyer as identified below and is effective on the date (the “Effective Date”) that the Title Company acknowledges receipt of this Contract fully executed by Seller and Buyer. Buyer must deliver the Earnest Money to Title Company before the Earnest Money Deadline provided in Section A.1 for this Contract to become effective.

Seller: **William Bentley Powell**, an individual

Seller Address: P.O. Box 758, Anna, Texas 75409-0758

Seller Phone: 972-741-5607

Buyer: **Anna Community Development Corporation**, Texas type b development corporation

Buyer Address: 120 W. 7th Street, Anna, Texas 75409-0776, c/o Natasha Roach

Buyer Phone: 214-831-5321

Property: Approximately 5.115 acres comprising Collin CAD Parcel #1016983 (Powell Residence) in the City of Anna, Collin County, Texas, together with all improvements, rights, titles, and interests, and more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”).

Leaseback: At Closing, Buyer shall lease back to Seller all buildings, structures, and other improvements located on the Property as of Closing, together with reasonable access and utility use necessary for temporary occupancy (collectively, the “Leased Structures”), for a term ending at 5:00 p.m. on the ninetieth (90th) calendar day after Closing, unless terminated earlier under the Leaseback Agreement attached as Exhibit E.

ROW Dedication Areas: Right-of-way at Rosamond, Collin CAD Parcel #1001800, approximately 0.25 acres, and right-of-way at Interurban Street, Collin CAD Parcel #1017321, approximately 0.65 acres, as more particularly described in Exhibit D when the final surveys/legal descriptions are available (collectively, the “ROW Dedication Areas”).

Title Company: **Elevate Title**
Attn: Tracy Koonce, tkoonce@elevatetitle.com
604 W. White St., Suite B
Anna, Texas 75409
469-840-9571

Underwriter: Title Company’s choice.

Purchase Price: \$2,339,498.70

Additional Consideration: Seller shall execute and deliver the ROW Dedication Documents at Closing as provided in this Contract, without additional monetary consideration.

Earnest Money: \$10,000.00

County for Performance: Collin County, Texas

A. Deadlines and Other Dates

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

1. Earnest Money Deadline: within three (3) days after the Effective Date.
2. Delivery of Title Commitment: within ten (10) days after the Effective Date.
3. Delivery of legible copies of instruments referenced in the Title Commitment: within fifteen (15) days after the Effective Date.
4. Delivery of Title Objections: ten (10) days after Buyer receives the Title Commitment, legible copies of the instruments referenced in the Title Commitment, the Survey, and any available title evidence for the ROW Dedication Areas, but in all events no later than three (3) business days before Closing unless Seller and Buyer agree otherwise in writing.
5. Closing Date: a mutually agreeable date on or before the date that is thirty (30) days after the Effective Date. The Closing Date may be extended by mutual written agreement of the parties. Any extension may be made by written notice, email, or other written confirmation signed or acknowledged by both parties and shall not require a formal amendment to this Contract.
6. Delivery of Survey: within twenty (20) days after the Effective Date, unless Buyer elects to proceed using an existing survey acceptable to Buyer and the Title Company. The legal description shown in the final survey approved by Buyer shall control and shall be attached as Exhibit A or substituted for Exhibit A at Closing.
7. Due Diligence Materials: within five (5) days after the Effective Date, Seller will deliver true, complete, and correct copies of all documents relating to the Property or the ROW Dedication Areas that are in Seller's possession or are obtainable by Seller through reasonable effort, including existing surveys, title materials, plats, tax notices, leases, contracts, environmental or engineering studies, governmental notices, utility information, and any pending or proposed governmental matters affecting the Property or the ROW Dedication Areas.
8. Feasibility Review Period: twenty (20) days after the Effective Date. For avoidance of doubt, the sixty (60) day period referenced in the parties' prior memorandum of understanding relates to additional properties not included in this first transaction and is not used as the Feasibility Review Period for this Contract.

9. ROW Dedication Documents: the final recordable legal descriptions and dedication instruments for the ROW Dedication Areas shall be delivered to the Title Company at or before Closing, in forms reasonably acceptable to Buyer, Seller, the City of Anna, and the Title Company, as applicable.
10. Leaseback Agreement: at Closing, Seller and Buyer shall execute and deliver a leaseback agreement in substantially the form attached hereto as Exhibit E (the "Leaseback Agreement").

B. Closing Documents

1. At Closing, Seller will deliver the following items to the Title Company or to Buyer, as applicable:
 - a. Special Warranty Deed, subject only to the Permitted Exceptions, in substantially the form attached hereto as Exhibit C (the "Deed");
 - b. one or more right-of-way dedication deeds, easements, plat dedications, or other instruments reasonably required by Buyer, the City of Anna, and/or the Title Company to dedicate or convey the ROW Dedication Areas (collectively, the "ROW Dedication Documents");
 - c. IRS Nonforeign Person Affidavit;
 - d. evidence of Seller's authority and capacity to close this transaction;
 - e. releases of liens and other instruments necessary to convey the Property and dedicate or convey the ROW Dedication Areas free and clear of liens and encumbrances other than the Permitted Exceptions;
 - f. the Leaseback Agreement in substantially the form attached hereto as Exhibit E, executed by Seller as tenant; and
 - g. any other documents reasonably required by the Title Company to close this transaction.
2. At Closing, Buyer will deliver the following items to the Title Company or to Seller, as applicable:
 - a. evidence of Buyer's authority to consummate this transaction;
 - b. the Purchase Price and all other amounts Buyer is obligated to pay under this Contract in funds acceptable to the Title Company;
 - c. the Leaseback Agreement in substantially the form attached hereto as Exhibit E, executed by Buyer as landlord; and
 - d. any documents reasonably required by the Title Company to close this transaction or to evidence acceptance of the ROW Dedication Documents.

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

C. Exhibits

The following exhibits are attached to and are a part of this Contract:

Exhibit A - Description of the Property

Exhibit B - Seller's Representations to Buyer

Exhibit C - Special Warranty Deed

Exhibit D - ROW Dedication Areas

Exhibit E - Leaseback Agreement

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property, in accordance with the terms of this Contract. Seller further agrees that, as an integral part of this transaction and without additional monetary consideration, Seller will execute and deliver the ROW Dedication Documents at Closing. At Closing, Buyer and Seller shall also execute and deliver the Leaseback Agreement in substantially the form attached as Exhibit E. The promises made by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

E. Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money. If Buyer fails to deposit the Earnest Money with Title Company by the Earnest Money Deadline, Seller may, at Seller's option, terminate this Contract by delivering written termination notice to Buyer at any time until Buyer deposits the Earnest Money with the Title Company. The Earnest Money shall be fully refundable to Buyer through the end of the Feasibility Review Period. If Buyer terminates this Contract before expiration of the Feasibility Review Period, the Earnest Money shall be returned to Buyer. After expiration of the Feasibility Review Period, the Earnest Money shall be applied to the Purchase Price at Closing or otherwise disbursed in accordance with this Contract.

F. Title, Feasibility Review Period, and Survey

1. Title Advice. The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.
2. Title Commitment; Title Policy. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.
3. Feasibility Review Period. During the Feasibility Review Period, Buyer may conduct boundary and title review, environmental testing, geotechnical borings, feasibility and entitlement review, and any other inspections, tests, and studies of the Property and the ROW Dedication Areas that Buyer deems appropriate. Buyer and its agents and contractors shall have the right of entry onto the Property and the ROW Dedication Areas for such purposes after reasonable notice to Seller. Buyer agrees to indemnify Seller from losses arising from Buyer's on-site activities, except to the extent caused by Seller or by conditions existing before Buyer's entry. This indemnity shall survive Closing or termination of this Contract.

4. **Feasibility Termination Right.** Buyer may terminate this Contract for any reason or no reason by written notice to Seller before the expiration of the Feasibility Review Period, in which event the Earnest Money shall be refunded to Buyer and the parties shall have no further obligations except those that expressly survive termination.
5. **Delivery of Title Commitment and Legible Copies.** Seller shall cause the Title Commitment to be delivered to Buyer by the deadline stated in Section A.2 and legible copies of the instruments referenced in the Title Commitment by the deadline stated in Section A.3. Buyer may also request title evidence for the ROW Dedication Areas, and Seller shall reasonably cooperate with Buyer and the Title Company in obtaining such title evidence.
6. **Title Objections.** On or before the deadline set forth in Section A.4, Buyer shall review the Title Commitment, Survey, ROW title evidence, and all instruments referenced therein and notify Seller and Title Company of any objections ("Title Objections"). If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of the Title Objections to notify Buyer whether and to what extent Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely provide a Cure Notice or timely gives a Cure Notice but does not agree to cure all Title Objections at least three (3) business days before Closing, Buyer may notify Seller that either this Contract is terminated, in which case the Earnest Money shall be refunded to Buyer, or Buyer will proceed to close subject to such objections, which Buyer shall accept and to which Seller has no responsibility to cure.
7. **Survey.** Buyer, at Buyer's expense, may obtain or update a current on-the-ground survey of the Property and, when available, surveys or legal descriptions of the ROW Dedication Areas. The Property survey shall be adequate to enable the Title Company to delete the survey exception in the Title Policy except for "shortages in area" if Buyer requests such deletion and if the Title Company is willing to issue such deletion. Once the final Property survey has been completed and approved by Buyer, the legal description shown therein shall be substituted for the legal description in Exhibit A and shall serve as the legal description of the Property in the Deed. Final legal descriptions of the ROW Dedication Areas shall be used in the ROW Dedication Documents.
8. **ROW Dedication Condition.** Buyer shall not be obligated to close unless, at or before Closing, Seller is ready, willing, and able to execute and deliver the ROW Dedication Documents in accordance with this Contract, unless Buyer waives this condition in writing.

G. Condition of the Property until Closing; Cooperation; No Recording of Contract; Leaseback

1. **Maintenance and Operation.** Until Closing, Seller will (a) maintain the Property and ROW Dedication Areas as they existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) not further encumber the Property or ROW Dedication Areas with liens, easements, restrictions, leases, licenses, or any other matter affecting title, and will not modify the terms of any existing leases, contracts, or encumbrances, if any, without Buyer's prior written consent.
2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this Contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty, in which event the Earnest Money shall be refunded to Buyer. If Buyer does not terminate this Contract, Seller will convey the Property to Buyer in its damaged condition and assign to Buyer all of Seller's rights under any property insurance policies or claims covering the Property, with the Purchase Price reduced by any deductible or uninsured repair cost as reasonably determined by Buyer and Seller.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property or ROW Dedication Areas has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property or ROW Dedication Areas by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer, or before Closing if Seller's notice is received less than fifteen (15) days before Closing, in which event the Earnest Money shall be refunded to Buyer. If Buyer does not terminate this Contract, any award in condemnation will be assigned to Buyer to the extent relating to the Property or ROW Dedication Areas conveyed or dedicated at Closing.
4. **Claims; Hearings.** Seller will notify Buyer promptly of any litigation, claim, administrative hearing, governmental proceeding, or written threat of any of the foregoing that is filed, initiated, or received before Closing and affects the Property, the ROW Dedication Areas, or Seller's ability to perform under this Contract.
5. **Lease; Occupancy; Leaseback.** Subject to Seller's rights under the Leaseback Agreement after Closing, Seller shall not enter into any new lease, license, occupancy agreement, or other possessory arrangement affecting the Property or ROW Dedication Areas without Buyer's prior written consent. Seller shall cause all existing leases, licenses, occupancy agreements, and possessory rights, if any, to be fully terminated or held solely through Seller and subject to the Leaseback Agreement. Seller shall be solely responsible for causing all tenants, occupants, invitees, licensees, family members, guests, and other persons in possession of the Property or any Leased Structures by, through, or under Seller to promptly vacate and surrender possession when the Leaseback Agreement expires or is earlier terminated.
6. **Cooperation.** Seller shall reasonably cooperate with Buyer, the City of Anna, the Title Company, surveyors, engineers, and other consultants in connection with title review, surveys, ROW Dedication Documents, platting, utility matters, and any other matters reasonably necessary to consummate this transaction.

H. Closing

1. **Closing.** This transaction will close at Title Company's offices on the Closing Date. At Closing, the following will occur:
 - a. **Closing Documents.** The parties will execute and deliver the Closing Documents.
 - b. **Payment of Purchase Price.** Buyer will deliver the Purchase Price and other amounts or documents that Buyer is obligated to pay or execute under this Contract to or through Title Company in funds or documents acceptable to Title Company and Seller. The Earnest Money will be applied to the Purchase Price.
 - c. **Cash Purchase.** The Property is being purchased for cash at Closing. This Contract does not include seller financing and is not contingent on Buyer obtaining third-party financing.
 - d. **Disbursement of Funds; Recording; Copies.** Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the Deed and any other Closing Documents necessary to be recorded, including the ROW Dedication Documents, and distribute copies of the Closing Documents to each party.
 - e. **Possession.** Buyer will receive title to the Property at Closing, subject to Seller's temporary possessory rights in the Leased Structures under the Leaseback Agreement. Seller shall deliver actual possession of all portions of the Property not included in the Leased Structures at Closing, subject only to the

Permitted Exceptions, and Seller shall vacate and surrender the Leased Structures in accordance with the Leaseback Agreement.

2. Transaction Costs.

- a. **Seller's Costs.** Seller will pay the costs to obtain, deliver, and record releases of all liens to be released at Closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; certificates or reports of ad valorem taxes; costs to deliver copies of the instruments described in Section A.3; Seller's expenses and attorney's fees; and any other costs expressly allocated to Seller under this Contract.
 - b. **Buyer's Costs.** Buyer will pay the basic premium for the Title Policy; the cost to prepare the Deed; the cost for any new or updated surveys and ROW legal descriptions; the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premium for any survey/area and boundary deletion in the Title Policy requested by Buyer; and Buyer's expenses and attorney's fees.
 - c. **Ad Valorem Taxes.** Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as an adjustment to the Purchase Price. If the assessment for the calendar year of Closing is not known at Closing, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes due as of Closing will be paid at Closing. The parties' obligations under this paragraph shall survive Closing.
 - d. **Brokers' Commissions and Disclosure.** Buyer represents to Seller that it has had no contact with any real estate broker, finder, or other person who might be entitled, or claim to be entitled, to a brokerage commission, finder's fee, or other compensation in connection with this transaction. Seller has agreed to pay a brokerage Commission of 1.2 percent of the sales price to Charles B. McKissick, Broker. Buyer has no obligation to contribute any amount to pay said Brokerage Commission. Buyer and Seller each hereby indemnify and agree to defend and hold the other party harmless from and against any and all claims, demands, liabilities, causes of action, costs, or expenses, including reasonable attorneys' fees, caused by or arising out of any breach of its foregoing representation and promise. The provisions of this paragraph shall survive Closing or termination of this Contract.
3. **Issuance of Title Policy.** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

I. Default and Remedies

1. **Seller's Default.** If Seller fails to perform any of Seller's obligations under this Contract ("Seller's Default"), Buyer's sole and exclusive remedy is to either (i) enforce specific performance of Seller's obligations under this Contract, including Seller's obligation to execute and deliver the Deed and the ROW Dedication Documents, or (ii) terminate this Contract by written notice to Seller, in which event the Earnest Money shall be delivered to Buyer. If title to the Property is awarded to Buyer, the conveyance will be subject to the Permitted Exceptions.
2. **Buyer's Default.** If Buyer fails to perform any of Buyer's obligations under this Contract ("Buyer's Default"), Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract by giving notice to Buyer on or before the Closing Date and have the Earnest Money paid to Seller as liquidated damages and not as a penalty. Seller waives any remedy for damages.

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

J. Miscellaneous Provisions

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

If to Buyer:
Anna Community Development Corporation
Attn: Natasha Roach
120 W. 7th Street
Anna, Texas 75409-0776
Email: nroach@annatexas.gov

If to Seller:
William Bentley Powell
P.O. Box 758
Anna, Texas 75409-0758
Email: wbentleypowell@hotmail.com

With a copy to:
Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034
Email: cmccoy@wtm.law

With a copy to:
Lewis Isaacks
Saunders | Walsh
6850 TPC Drive Suite 210
McKinney, Texas 75070
Email: lewis@saunderswalsh.com

Charles B. McKissick
Real Estate Services, LLC
1833 W. Hunt, #102
McKinney, Texas 75069
Phone No.: 972-562-9090
Email: cmkissick@resmckinney.com

2. Entire Contract. This Contract, together with its exhibits, the Leaseback Agreement, and any Closing Documents delivered at Closing, constitutes the entire agreement of the parties concerning the sale of the Property, the ROW Dedication Areas, and the post-closing leaseback described herein by Seller to Buyer or Buyer's designee. There are no oral representations, warranties, agreements, or promises pertaining to the transaction not incorporated in writing in this Contract.
3. Amendment. This Contract may be amended only by an instrument in writing signed by the parties, except that the Closing Date may be extended as provided in Section A.5.
4. Assignment. This Contract will inure to the benefit of and be binding on the parties and their respective successors and assigns. This Contract is fully assignable by Buyer provided: (a) such assignment must be in writing and signed by Buyer and its assignee, (b) Buyer must send a copy of any assignment to Seller at least seven (7) days before Closing, and (c) such assignment shall not release Buyer from its obligations and liabilities under this Contract unless Seller agrees otherwise in writing. Upon compliance with the foregoing, the assignee shall be entitled to enforce this Contract as against Seller, including the remedy of specific performance.

5. **Survival.** The obligations of this Contract that cannot be performed before termination of this Contract or before Closing will survive termination of this Contract or Closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control after Closing. If there is any conflict between this Contract and the Leaseback Agreement regarding Seller's post-closing occupancy, possession, vacation, surrender, indemnity, insurance, utilities, maintenance, or other leaseback obligations, the Leaseback Agreement will control.
6. **Choice of Law; Venue; Alternative Dispute Resolution.** This Contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Collin County, Texas. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Contract.
7. **Waiver of Default.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. **No Third-Party Beneficiaries.** Except for the City of Anna or any other governmental entity designated as grantee or beneficiary under the ROW Dedication Documents, there are no third-party beneficiaries of this Contract.
9. **Severability.** The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.
11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. **Counterparts; Electronic Signatures.** If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract. Signatures transmitted by email or other electronic means shall be effective as originals.
13. **Confidentiality.** The parties will keep confidential this Contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law, court order, open records requirements applicable to Buyer, or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.
14. **Additional Matters.** Seller agrees to cooperate with Buyer if, during the Feasibility Review Period or before Closing, Buyer or the City of Anna requires the Property or the ROW Dedication Areas to be platted, re-platted, dedicated by plat, or otherwise processed for public right-of-way purposes; provided, all out-of-pocket costs of any such plat, re-plat, or dedication work shall be borne by Buyer unless otherwise agreed in writing. Buyer will secure at Buyer's own expense any necessary use permits, platting, entitlement, and signage approvals, and Seller agrees to cooperate as necessary to accomplish the same.
15. **Termination.** If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (a) Buyer shall pay the costs to repair any damage to the Property caused by Buyer or Buyer's agents; (b) Buyer shall return to Seller any confidential reports

or documents delivered to Buyer by Seller; and (c) each party shall perform any other obligations that expressly survive termination of this Contract.

16. **Attorneys' Fees.** The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover from the non-prevailing party court costs, reasonable attorneys' fees, and all other reasonable related expenses.
17. **Exchange.** Seller and Buyer shall cooperate with each other in connection with any tax-deferred exchange that either party may be initiating or completing in connection with Section 1031 or 1033 of the Internal Revenue Code, so long as neither party will be required to pay any expenses related to the other party's exchange and the Closing is not delayed. Notwithstanding any other provision that may prohibit the assignment of this Contract, either party may assign this Contract to a qualified intermediary or exchange accommodation title holder if the assignment is required in connection with the exchange.
18. **Contract as Offer.** The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party within ten (10) days after the date this Contract is executed by the first party, then the first party may withdraw that offer by delivering written notice to the other party at any time before the other party accepts that offer, in which case the Earnest Money, if any, will be returned to Buyer.

K. Leaseback

1. **Leaseback at Closing.** Simultaneously with Closing and transfer of title to Buyer, Buyer and Seller shall execute and deliver the Leaseback Agreement in substantially the form and content set forth in Exhibit E, under which Buyer, as landlord, leases the Leased Structures to Seller, as tenant, for a term ending at 5:00 p.m. on the ninetieth (90th) calendar day after Closing unless terminated earlier in accordance with the Leaseback Agreement.
2. **Leased Structures Only.** The Leaseback Agreement is limited to the Leased Structures and the limited access, utility, parking, and ingress/egress rights reasonably necessary for Seller's temporary occupancy of the Leased Structures during the Leaseback Term. The Leaseback Agreement does not grant Seller any right to interfere with Buyer's ownership, planning, surveying, inspection, right-of-way dedication, or governmental-use activities on the Property or the ROW Dedication Areas.
3. **Vacation and Surrender Responsibility.** Seller shall be solely responsible for causing Seller and all persons in possession by, through, or under Seller, including without limitation any occupants, family members, guests, invitees, tenants, subtenants, licensees, employees, contractors, and other permittees, to promptly vacate and surrender possession of the Leased Structures and all personal property when the Leaseback Agreement expires or is earlier terminated. Seller's obligations under this Section K shall survive Closing and shall be cumulative of Seller's obligations under the Leaseback Agreement.
4. **No Extension by Implication.** The Leaseback Term shall not be extended by implication, course of dealing, acceptance of keys, acceptance of partial surrender, or any delay by Buyer in enforcing its rights. Any extension of the Leaseback Term must be in a written amendment signed by Buyer and Seller.

L. Right-of-Way Dedication; Excluded Properties

1. **ROW Dedication Obligation.** At Closing, Seller shall dedicate, convey, or cause to be dedicated or conveyed, as applicable, the ROW Dedication Areas to Buyer, the City of Anna, or another

governmental entity designated by Buyer, free and clear of liens and encumbrances except for Permitted Exceptions approved by Buyer. The ROW Dedication Documents shall use the final recordable legal descriptions prepared from surveys or other legal descriptions approved by Buyer and the applicable governmental entity.

2. No Additional Purchase Price for ROW Dedication Areas. The Purchase Price is the consideration for the Property and the ROW Dedication obligations described in this Contract. No separate monetary consideration shall be payable by Buyer for the ROW Dedication Areas unless Buyer and Seller agree otherwise in writing.
3. ROW Surveys Not Yet Attached. Buyer and Seller acknowledge that the final surveys and recordable legal descriptions for the ROW Dedication Areas may not be attached to this Contract as of the Effective Date. Seller agrees to cooperate in good faith to approve and execute the ROW Dedication Documents once the surveys and legal descriptions are available, provided that the areas are substantially consistent with the Rosamond and Interurban ROW parcels described in Exhibit D.
4. Excluded Properties. This Contract is limited to the Property identified as Collin CAD Parcel #1016983 and the ROW Dedication Areas. This Contract does not include, and does not obligate Buyer to purchase, Parcels #2124044 or #1017385, and does not include any seller-financing terms for those additional properties. Any acquisition of those additional properties must be addressed in a separate written agreement signed by the applicable parties.
5. Survival. This Section L shall survive Closing to the extent necessary to complete, correct, re-execute, acknowledge, or record any ROW Dedication Documents contemplated by this Contract.

SELLER:

William Bentley Powell, an individual

Date: _____

BUYER:

Anna Community Development Corporation

By: _____
Natasha Roach, Economic Development Director

Date: _____

**SELLER REPRESENTATIVE
REAL ESTATE SERVICES LLC REPRESENTS
SELLER ONLY AS SELLER'S AGENT**

Real Estate Services, LLC
1833 W. Hunt, #102
McKinney, Texas 75069
Broker Fim License No. 9003405
Charles B. McKissick
Phone No. 972-562-9090
License No. 0140928

Charles McKissick, Broker

Date: _____

AGENT DISCLOSURE

Seller is a licensed real estate sale agent in the State of Texas and is acting solely as a principal in this transaction.

Title Company Receipt

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

ELEVATE TITLE

By: _____
Tracy Koonce, Escrow Officer

Date: _____

EXHIBIT A

Description of the Property

For contract reference pending insertion of the final survey/legal description:

Collin CAD Parcel #1016983, approximately 5.115 acres, commonly referred to as the Powell Residence, located in the City of Anna, Collin County, Texas, together with all improvements, rights, titles, and interests appurtenant thereto.

[INSERT FINAL METES-AND-BOUNDS LEGAL DESCRIPTION FROM SURVEY. The final legal description approved by Buyer and Title Company shall replace this temporary reference description and shall be used in the Deed.]

EXHIBIT B

Seller's Representations to Buyer

Seller represents to Buyer, to Seller's actual knowledge and without duty of investigation, that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date:

1. **Authority.** Seller is an individual with authority and capacity to convey the Property to Buyer and to dedicate or convey the ROW Dedication Areas as required by this Contract. This Contract and all documents required by this Contract to be executed and delivered by Seller at Closing will be duly authorized, executed, and delivered by Seller.
2. **Litigation.** There is no litigation pending or threatened against Seller that might affect the Property, the ROW Dedication Areas, or Seller's ability to perform Seller's obligations under this Contract, except: NONE [or insert exceptions].
3. **Violation of Laws.** Seller has not received notice of violation of any law, ordinance, regulation, or requirement affecting the Property, the ROW Dedication Areas, or Seller's use thereof, except: NONE [or insert exceptions].
4. **Lease; Occupancy; Leaseback.** Except for Seller's rights under the Leaseback Agreement attached as Exhibit E, Seller promises that all leases, occupancy agreements, licenses, and possessory interests affecting the Property will either be terminated before Closing or will be held solely through Seller and automatically terminate no later than the expiration or earlier termination of the Leaseback Agreement. Seller shall cause all tenants, occupants, invitees, licensees, family members, guests, and other persons in possession by, through, or under Seller to promptly vacate and surrender the Property and the Leased Structures when the Leaseback Agreement expires or is earlier terminated.
5. **Condemnation; Zoning; Land Use; Hazardous Materials.** Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or the ROW Dedication Areas, or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or ROW Dedication Areas or the migration of hazardous materials from the Property or ROW Dedication Areas, except: NONE [or insert exceptions].
6. **No Other Obligation to Sell the Property or Restriction against Selling the Property.** Seller has not obligated Seller to sell the Property or dedicate or convey the ROW Dedication Areas to any party other than Buyer or Buyer's designee, and Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller is bound, except: NONE [or insert exceptions].
7. **No Liens.** On the Closing Date, the Property and the ROW Dedication Areas will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except (a) the Permitted Exceptions and (b) liens that will be paid from the proceeds of Closing; no work or materials will have been furnished to the Property or ROW Dedication Areas that might give rise to mechanic's, materialman's, or other liens other than work or materials to which Buyer has given its consent.
8. **No Commitments.** Except for the ROW Dedication obligations expressly stated in this Contract and any matters disclosed to Buyer in writing, no commitments have been made by Seller to any governmental authority, utility company, school board, church, religious body, organization, group, or individual relating to the Property or ROW Dedication Areas that would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property.

9. No Bankruptcy. Seller has not filed or been the subject of any bankruptcy, receivership, insolvency, or similar proceeding that would affect Seller's ability to perform under this Contract, except: NONE [or insert exceptions].

EXHIBIT C

Special Warranty Deed

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

Date: _____, 2026

Grantor: William Bentley Powell, an individual

Grantor's Mailing Address: P.O. Box 758, Anna, Texas 75409-0758

Grantee: Anna Community Development Corporation, a Texas type b development corporation

Grantee's Mailing Address: 120 W. 7th Street, Anna, Texas 75409-0776

Consideration: \$10.00 and other good and valuable consideration in hand received, the receipt and adequacy of which are acknowledged.

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

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

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

Grantor:

William Bentley Powell

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2026, by William Bentley Powell.

Notary Public, State of _____

My commission expires: _____

(SEAL)

DEED EXHIBIT A

[Attach final legal description of the Property.]

DEED EXHIBIT B

[Attach permitted title exceptions.]

EXHIBIT D

ROW Dedication Areas

The following descriptions are included for contract reference only. Final recordable legal descriptions based on surveys or other legal descriptions acceptable to Buyer, Seller, the City of Anna, and the Title Company, as applicable, must be inserted into the ROW Dedication Documents before recording.

- 1.** Rosamond ROW: the right-of-way at Rosamond, Collin CAD Parcel #1001800, approximately 0.25 acres.
[INSERT FINAL SURVEY/METES-AND-BOUNDS LEGAL DESCRIPTION.]
- 2.** Interurban Street ROW: the right-of-way at Interurban Street, Collin CAD Parcel #1017321, approximately 0.65 acres. [INSERT FINAL SURVEY/METES-AND-BOUNDS LEGAL DESCRIPTION.]

Seller shall execute and deliver the ROW Dedication Documents in a form acceptable to Buyer and the City of Anna at Closing using the final legal descriptions for the areas described above, as provided in the Contract.

EXHIBIT E

LEASEBACK AGREEMENT

THIS LEASEBACK AGREEMENT (this "Lease") is entered into by and between Anna Community Development Corporation, a Texas type b development corporation ("Landlord"), and William Bentley Powell, an individual ("Tenant"). For valuable consideration, including the mutual covenants in the Conveyance Agreement, Landlord and Tenant agree as follows:

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

- (a) Board of Directors.** The Board of Directors of the Anna Community Development Corporation.
- (b) Conveyance Agreement.** That certain Real Estate Sales Contract and Leaseback Agreement under which fee simple title to the Property is sold and conveyed by Tenant to Landlord and under which Tenant agrees to dedicate or convey the ROW Dedication Areas described therein.
- (c) Conveyance Date.** The date of Closing under the Conveyance Agreement.
- (d) Effective Date.** The effective date of this Lease and the date upon which this Lease shall take effect is the Conveyance Date.
- (e) Lease Term.** Unless terminated sooner in accordance with the terms of this Lease, a term commencing on the Conveyance Date and ending at 5:00 p.m., Anna, Texas time, on the ninetieth (90th) calendar day after the Conveyance Date. The Lease Term shall not be extended unless Landlord and Tenant execute a written amendment expressly extending this Lease.
- (f) Leased Structures.** The Leased Structures are located in the City of Anna, Collin County, Texas and consist solely of all buildings, structures, and other improvements located on the Property as of the Conveyance Date, including without limitation the residence and any accessory buildings or structures, together with a limited, non-exclusive license to use only those portions of the Property reasonably necessary for ingress, egress, parking, utilities, and ordinary occupancy of such structures during the Lease Term. The Leased Structures do not include the ROW Dedication Areas except to the extent access over such areas is reasonably necessary for existing lawful ingress and egress during the Lease Term and does not interfere with the ROW Dedication Documents or Landlord's governmental, planning, surveying, inspection, or right-of-way purposes.
- (g) Permittees.** All occupants, family members, guests, invitees, tenants, subtenants, licensees, employees, agents, contractors, representatives, and other persons at the Leased Structures by, through, or under Tenant or with Tenant's permission or acquiescence.
- (h) Permitted Exceptions.** The conditions, restrictions, easements, and encumbrances, if any, affecting title to the Property and set forth in the owner's title policy obtained by Landlord pursuant to the Conveyance Agreement.
- (i) Property.** The real property conveyed by Tenant to Landlord under the Conveyance Agreement and more particularly described in the Conveyance Agreement.
- (j) Specific Use.** Tenant's temporary occupancy of the Leased Structures solely for residential, storage, relocation, moving, and surrender purposes, and solely for the purpose of allowing Tenant and Permittees to vacate, remove personal property, and surrender the Leased Structures on or before expiration of the Lease Term. Tenant shall not conduct any new commercial activity, create any new tenancy, or materially change the use of the Leased Structures during the Lease Term without Landlord's prior written consent.

2. Demise, Lease Term.

(a) Demise and Grant of Leased Structures. Landlord hereby leases to Tenant and Tenant accepts from Landlord under the terms, provisions, and conditions of this Lease the Leased Structures solely for the Specific Use commencing on the Effective Date and continuing until the expiration of the Lease Term or earlier termination as provided herein. This Lease shall automatically terminate earlier if Tenant vacates and surrenders the Leased Structures to Landlord in writing and Landlord accepts such surrender in writing.

(b) Quiet Enjoyment. Upon Tenant's observance and performance of the covenants, terms, and conditions to be observed and performed by Tenant pursuant to this Lease, Tenant shall have throughout the Lease Term peaceful, quiet, and undisturbed use and possession of the Leased Structures solely for the Specific Use, subject to the terms, conditions, and provisions of this Lease, the Conveyance Agreement, the Permitted Exceptions, and Landlord's rights of access under this Lease.

(c) Landlord's Title and Authority. Landlord's rights and obligations under this Lease are subject to Landlord acquiring fee simple title to the Property under the Conveyance Agreement and to formal approval or conditional approval by the Board of Directors of this Lease at a duly noticed public meeting, to the extent such approval is required by law or Landlord's governing documents.

(d) Condition of Leased Structures. TENANT UNDERSTANDS AND ACKNOWLEDGES THAT TENANT HAS OWNED, OCCUPIED, INSPECTED, AND IS FAMILIAR WITH THE LEASED STRUCTURES. TENANT'S ACCEPTANCE OF THE LEASED STRUCTURES IS WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, AND LANDLORD IS LEASING THE LEASED STRUCTURES AS IS, WHERE IS, AND WITH ALL FAULTS. LANDLORD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS. TENANT ASSUMES ALL RISK AND LIABILITY RESULTING FROM OR RELATING TO THE OCCUPANCY, USE, CONDITION, MAINTENANCE, REPAIR, OR OPERATION OF THE LEASED STRUCTURES DURING THE LEASE TERM.

3. Rent; No Holdover Right.

(a) Rent During Lease Term. Tenant shall not be required to pay monthly rent during the initial Lease Term. Landlord and Tenant acknowledge that this Lease is part of the consideration and mutual covenants of the Conveyance Agreement.

(b) No Holdover Right. Tenant has no right to occupy or possess the Leased Structures or any portion of the Property after expiration or earlier termination of the Lease Term. If Tenant or any Permittee occupies or possesses the Leased Structures or any portion of the Property after expiration or earlier termination of the Lease Term, such occupancy is unauthorized and shall not create a tenancy, lease, renewal, extension, or right of possession. Tenant shall be liable to Landlord for all damages, costs, expenses, reasonable attorney fees, court costs, removal costs, storage costs, and other losses arising from or related to such holdover or delayed surrender, and Landlord may pursue all remedies available at law or in equity, including without limitation immediate possession, injunctive relief, and specific performance.

4. Improvements, Additions, Repairs, and Access.

(a) Delivery of Leased Structures. Landlord shall deliver possession of the Leased Structures to Tenant at the beginning of the Lease Term, subject to this Lease, the Conveyance Agreement, and the Permitted Exceptions.

(b) No Alterations or New Improvements. Tenant may not construct, alter, remove, demolish, change, expand, or add to any buildings, structures, or improvements located on the Property without Landlord's prior written consent. Tenant may remove Tenant's personal property before expiration of the Lease Term, provided that Tenant repairs any damage caused by removal and does not remove fixtures, built-in improvements, or any property owned by Landlord after Closing unless Landlord consents in writing.

(c) No Mechanic's Liens. Tenant shall not permit any mechanic's or materialman's liens to be filed against Landlord's interest in the Property or Leased Structures. TENANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY COST, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY FEES AND RELATED EXPENSES, ATTRIBUTABLE TO ANY SUCH LIENS OR THE REMOVAL OF SAME. Tenant's obligations under this paragraph shall survive expiration or earlier termination of this Lease.

(d) Legal and Environmental Compliance. Tenant shall use the Leased Structures solely for the Specific Use, shall conduct all activities in a lawful manner, and shall not make or permit any unlawful use or condition of the Leased Structures or Property. Tenant shall, at Tenant's expense, comply with all laws, regulations, and ordinances affecting Tenant's occupancy, use, cleanliness, safety, and surrender of the Leased Structures. TENANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY COST, LIABILITY, OR EXPENSE ARISING OUT OF OR ATTRIBUTABLE TO ANY CLAIMS, DEMANDS, CAUSES OF ACTION, FINES, PENALTIES, LIABILITY, OR EXPENSES, INCLUDING ATTORNEY FEES, RELATED EXPENSES, AND COURT COSTS, ARISING OUT OF OR RELATED TO THE EXISTENCE, RELEASE, REMOVAL, OR DISPOSAL OF ANY TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS WITHIN OR UPON THE LEASED STRUCTURES OR PROPERTY CAUSED BY TENANT OR PERMITTEES BEFORE OR DURING THE LEASE TERM. Tenant's obligations under this paragraph shall survive expiration or earlier termination of this Lease.

(e) Repairs and Maintenance. Tenant shall, at Tenant's sole cost and expense, perform all repairs, maintenance, and preventative maintenance necessary to maintain the Leased Structures in substantially the same condition as of the Conveyance Date, ordinary wear and tear excepted, and shall keep the Leased Structures safe, clean, sanitary, and in compliance with applicable law throughout the Lease Term. Tenant shall not commit or permit waste.

(f) Landlord Access. Landlord and Landlord's officials, officers, employees, agents, contractors, surveyors, engineers, inspectors, and consultants may enter the Property and, upon reasonable notice except in emergencies, the Leased Structures, for inspection, surveying, engineering, planning, title, utility, right-of-way dedication, maintenance, safety, governmental, and other reasonable purposes. Tenant shall not interfere with such access.

5. Utilities. Tenant shall at Tenant's own expense arrange for and pay all utility, trash, communication, alarm, security, and other services used in connection with the Leased Structures during the Lease Term. Landlord shall not be obligated to pay any sum in connection with utility installation or service to the Leased Structures during the Lease Term.

6. Use, Transfers, Assignments, and Occupants.

(a) Tenant's Use. Tenant may use the Leased Structures solely for the Specific Use and only in conformity with applicable law, the Permitted Exceptions, the Conveyance Agreement, and this Lease.

(b) No Assignment, Subletting, or New Occupancy Rights. Tenant shall not assign this Lease, sublet any portion of the Leased Structures, create any leasehold estate, grant any license, or permit any new occupant to take possession of the Leased Structures without Landlord's prior written consent. All Permittees and all other persons in possession during the Lease Term are deemed to be in possession by, through, or under

Tenant and subject to Tenant's obligation to cause prompt vacation and surrender when the Lease Term expires or is earlier terminated.

7. Indemnification and Insurance.

(a) INDEMNIFICATION. IN ADDITION TO AND CUMULATIVE OF ANY OTHER PROVISIONS OF THIS LEASE, TENANT SHALL INDEMNIFY, HOLD HARMLESS, AND, AT LANDLORD'S OPTION, DEFEND LANDLORD AND ITS OFFICIALS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, REASONABLE ATTORNEY FEES AND RELATED EXPENSES AND LITIGATION COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, AND CAUSES OF ACTION OF ANY KIND AND NATURE ARISING OUT OF OR RELATING IN ANY WAY TO TENANT'S OR PERMITTEES' USE, OCCUPANCY, MANAGEMENT, CONTROL, POSSESSION, VACATION, SURRENDER, REMOVAL OF PERSONAL PROPERTY, REPAIR, MAINTENANCE, OPERATIONS, CONDUCT, OR ACTIVITIES IN, ON, OR ABOUT THE LEASED STRUCTURES OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OR OMISSIONS OF LANDLORD OR LANDLORD'S AGENTS, EMPLOYEES, OR CONTRACTORS. TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THE LEASE TERM.

(b) Tenant's Insurance. Tenant shall, at Tenant's expense, maintain during the Lease Term homeowner's, renter's, personal liability, comprehensive general liability, or other liability insurance covering bodily injury, personal injury, and property damage arising from Tenant's or Permittees' occupancy or use of the Leased Structures, with limits of not less than \$1,000,000.00 per occurrence if such coverage is commercially available to Tenant. Upon request by Landlord, Tenant shall provide certificates or other evidence of such insurance coverage. Tenant is solely responsible for insuring Tenant's personal property, and Landlord shall have no liability for loss of or damage to Tenant's personal property except to the extent caused by Landlord's gross negligence or intentional misconduct.

(c) Waiver of Subrogation. Tenant shall use reasonable efforts to have Tenant's insurance policies contain a waiver of subrogation in favor of Landlord to the extent commercially available without material additional premium. Landlord shall not be liable by way of subrogation or otherwise to Tenant or to any insurance company insuring Tenant for any loss or damage to property covered by Tenant's insurance to the extent such waiver is effective.

8. Destruction and Condemnation.

(a) Destruction. If any portion of the Leased Structures is damaged or destroyed during the Lease Term, Tenant shall promptly notify Landlord, remove debris to the extent reasonably required by Landlord and legally permissible, and place the affected area in a safe condition. Landlord may terminate this Lease as to all or any affected portion of the Leased Structures if Landlord determines that continued occupancy is unsafe, imprudent, or inconsistent with Landlord's intended use of the Property.

(b) Condemnation. If any portion of the Property or Leased Structures is taken by eminent domain or conveyance in lieu thereof, this Lease shall terminate as to the portion taken and, at Landlord's election, as to the remainder. All compensation awarded for any taking of the Property or Leased Structures shall be the property of Landlord, and Tenant assigns to Landlord all of Tenant's rights, title, and interest in such compensation, except that Tenant may pursue a separate claim for Tenant's moving costs or personal property if such claim does not reduce Landlord's award.

9. Vacation and Surrender.

(a) Prompt Vacation and Surrender. On or before 5:00 p.m., Anna, Texas time, on the last day of the Lease Term or upon earlier termination of this Lease, Tenant shall promptly vacate and surrender the Leased Structures and all portions of the Property in Tenant's or Permittees' possession to Landlord. Tenant shall cause all Permittees and all other persons in possession by, through, or under Tenant to vacate and surrender possession at or before such deadline. Tenant's obligation to vacate and surrender is absolute and shall not be delayed by moving logistics, weather, inability to locate replacement premises, disputes among occupants, or any other circumstance, except to the extent Landlord expressly agrees to an extension in a written amendment signed by Landlord.

(b) Condition at Surrender. Tenant shall remove all personal property, furniture, equipment, vehicles, trash, debris, and other items belonging to Tenant or Permittees; surrender all keys, access devices, gate codes, alarm codes, and other means of access; leave the Leased Structures in broom-clean condition; and repair any damage caused by Tenant's or Permittees' removal of personal property. Tenant shall not remove any buildings, structures, fixtures, built-in improvements, HVAC equipment, plumbing, electrical, mechanical systems, fencing, gates, wells, storm shelters, or other improvements that are part of the Property unless Landlord consents in writing.

(c) Abandoned Property. Any personal property not removed by Tenant by the surrender deadline may, at Landlord's option and to the fullest extent permitted by law, be deemed abandoned and may be removed, stored, retained, sold, or disposed of by Landlord without claim by Tenant or any Permittee. Tenant shall reimburse Landlord on demand for all costs and expenses incurred in connection with abandoned property, delayed surrender, or removal of any person or property from the Leased Structures or Property.

(d) Survival. Tenant's obligations under this Section 9 shall survive expiration or earlier termination of this Lease.

10. General Provisions.

(a) Notice. Any notice required by or permitted under this Lease must be in writing and will be deemed delivered in the same manner provided for notices under the Conveyance Agreement. Notices to Landlord and Tenant shall be sent to the addresses for Buyer and Seller, respectively, stated in the Conveyance Agreement, unless changed by written notice delivered as provided therein.

(b) Entire Agreement. This Lease, together with the Conveyance Agreement, embodies the entire agreement and understanding between Landlord and Tenant as to the leaseback of the Leased Structures and supersedes all prior negotiations, agreements, and understandings pertaining to such leaseback. This Lease may be modified, waived, or discharged only by a written instrument signed by Landlord and Tenant. Landlord does not by entering into this Lease waive any immunities it may have under common law or statute.

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

(d) Force Majeure. Force majeure shall not extend the Lease Term or excuse Tenant's obligation to vacate and surrender the Leased Structures and cause all Permittees and all persons in possession by, through, or under Tenant to vacate and surrender when this Lease expires or is earlier terminated.

(e) Applicable Law; Venue. The laws of the State of Texas shall govern the validity, performance, and enforcement of this Lease. Venue for any dispute arising from, growing out of, or in connection with this Lease shall be in Collin County, Texas.

(f) Time of the Essence. Time is of the essence with respect to each provision, term, and covenant of this Lease, including without limitation Tenant's vacation and surrender obligations.

(g) Captions; Construction. Captions are for convenience and do not limit or define the provisions of this Lease. This Lease is the result of negotiation between the parties and shall be interpreted fairly and reasonably and not more strictly against one party than another, regardless of which party drafted the language in dispute.

(h) Counterparts and Electronic Signatures. This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument. Signatures transmitted by email or other electronic means shall be effective as originals.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

LANDLORD:

ANNA COMMUNITY DEVELOPMENT CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

Before me, the undersigned notary public, on the ____ day of _____, 2026, personally appeared _____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same in the capacity stated above and on behalf of Anna Community Development Corporation.

Notary Public, State of Texas

TENANT:

WILLIAM BENTLEY POWELL, an individual

William Bentley Powell

Date: _____

Before me, the undersigned notary public, on the ____ day of _____, 2026, personally appeared William Bentley Powell, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

EXHIBIT 1

LEASED STRUCTURES

All buildings, structures, and other improvements located on the Property as of the Conveyance Date, including without limitation the residence and any accessory buildings or structures, together with a limited, non-exclusive license to use only those portions of the Property reasonably necessary for ingress, egress, parking, utilities, and ordinary occupancy of such structures during the Lease Term. The Property is the approximately 5.115-acre tract comprising Collin CAD Parcel #1016983 in the City of Anna, Collin County, Texas, as more particularly described in Exhibit A to the Conveyance Agreement.

[Attach final survey/legal description or site depiction identifying the structures, if available.]



Item No. 5.e.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Consider/Discuss/Action on Resolution No. 2026-08-15 approving (1) a Chapter 380 Impact Fee Payment Deferral Agreement between the City of Anna, Texas, and GTP Food Group, LLC, including the Anna Community Development Corporation's limited acknowledgment thereof, and (2) a Second Amendment to Ground Lease Purchase Agreement and Performance Agreement between the Anna Economic Development Corporation and GTP Food Group, LLC, each relating to the GTP Food Group restaurant and entertainment project in the Anna Downtown District; and authorizing the Board President or Vice President to execute the documents and take related actions. (CDC)

SUMMARY:

The Board approved a Ground Lease Purchase Agreement and Performance Agreement with GTP Food Group, LLC on July 7, 2025.

The proposed resolution authorizes agreements intended to facilitate the continued development of the GTP Food Group restaurant and entertainment project within the Anna Downtown District. The agreements provide for the deferral of applicable impact fee payments through a Chapter 380 agreement with the City while amending the existing Ground Lease Purchase Agreement and Performance Agreement to reflect updated project terms and implementation milestones.

The Anna Community Development Corporation's involvement in the Chapter 380 agreement is limited to acknowledging provisions that affect the Corporation's interests. The Second Amendment updates the existing economic development agreement between the Anna Economic Development Corporation and GTP Food Group, LLC, ensuring the agreements remain aligned with the project's current schedule and obligations.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2026-08-15 as presented.

ATTACHMENTS:

1. 2026-08-15 CDC Resolution - 2ND Amendment GTP Food Group

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-08-15

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING A CHAPTER 380 IMPACT FEE PAYMENT DEFERRAL AGREEMENT BETWEEN THE CITY OF ANNA, TEXAS, AND GTP FOOD GROUP, LLC; APPROVING A SECOND AMENDMENT TO GROUND LEASE PURCHASE AGREEMENT AND PERFORMANCE AGREEMENT BETWEEN THE ANNA COMMUNITY DEVELOPMENT CORPORATION AND GTP FOOD GROUP, LLC; AND AUTHORIZING THE BOARD PRESIDENT OR VICE PRESIDENT TO EXECUTE THE CDC'S LIMITED ACKNOWLEDGMENT, THE SECOND AMENDMENT, AND RELATED DOCUMENTS

WHEREAS, the Anna Community Development Corporation (the “CDC”) is authorized to undertake projects under Chapter 505 of the Texas Local Government Code; and

WHEREAS, on July 7, 2025, the CDC Board of Directors (the “Board”) held a duly noticed public hearing regarding that certain Ground Lease Purchase Agreement and Performance Agreement between the CDC and GTP Food Group, LLC (the “Developer”) for restaurants and entertainment on property in the Anna Downtown District (the “Project”) and approved the agreement and the Project, and the agreement was subsequently amended by the First Amended Ground Lease Purchase Agreement and Performance Agreement; and

WHEREAS, the City of Anna, Texas, and Developer propose to enter into a Chapter 380 Impact Fee Payment Deferral Agreement, and the CDC and Developer propose to enter into a Second Amendment to Ground Lease Purchase Agreement and Performance Agreement, which documents coordinate a sixty (60)-day financing period, require financing evidence satisfactory to the CDC, and grant the CDC discretion to terminate either or both agreements if the financing condition is not timely satisfied; and

WHEREAS, the Board finds that approval of the proposed agreements will promote new or expanded business development and protect the CDC’s interests in the Project;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Agreements; Authority to Execute and Take Additional Action

The Board hereby approves (a) the Chapter 380 Impact Fee Payment Deferral Agreement between the City of Anna, Texas, and Developer, including the rights granted to and limited acknowledgment by the CDC, and (b) the Second Amendment to Ground Lease Purchase Agreement and Performance Agreement between the CDC and Developer, in each case substantially in the form presented to the Board and maintained in the CDC's records. The Board hereby authorizes the Board President or Vice President to execute, on behalf of the CDC, subject to approval of legal form by the CDC's legal counsel and any required City Council approval, the CDC's limited acknowledgment to the Impact Fee Deferral Agreement, the Second Amendment, and any associated documents. The Board further authorizes the Board President or Vice President and City of Anna staff to take any additional actions necessary to implement and manage the Project, provided that no material change to the financing condition or the CDC's termination rights may be made without further Board approval.

PASSED AND APPROVED by the Anna Community Development Corporation this ____ day of _____, 2026.

APPROVED:

ATTEST:

Bruce Norwood, President

Dwyke Williams, Secretary



AGENDA ITEM:
Manager's Report.

SUMMARY:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
Staff Contact:



Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
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. July 2026 Strategic Plan Update

Economic Development Highlights

July 2026

Vibrant

Final Downtown Anna branding concepts as well as the Downtown Anna Marketing Map were presented to City Council

EDC had several follow up meetings with Toole Design & Eisenberg in addition to two public presentations regarding Downtown Initiatives

Unique

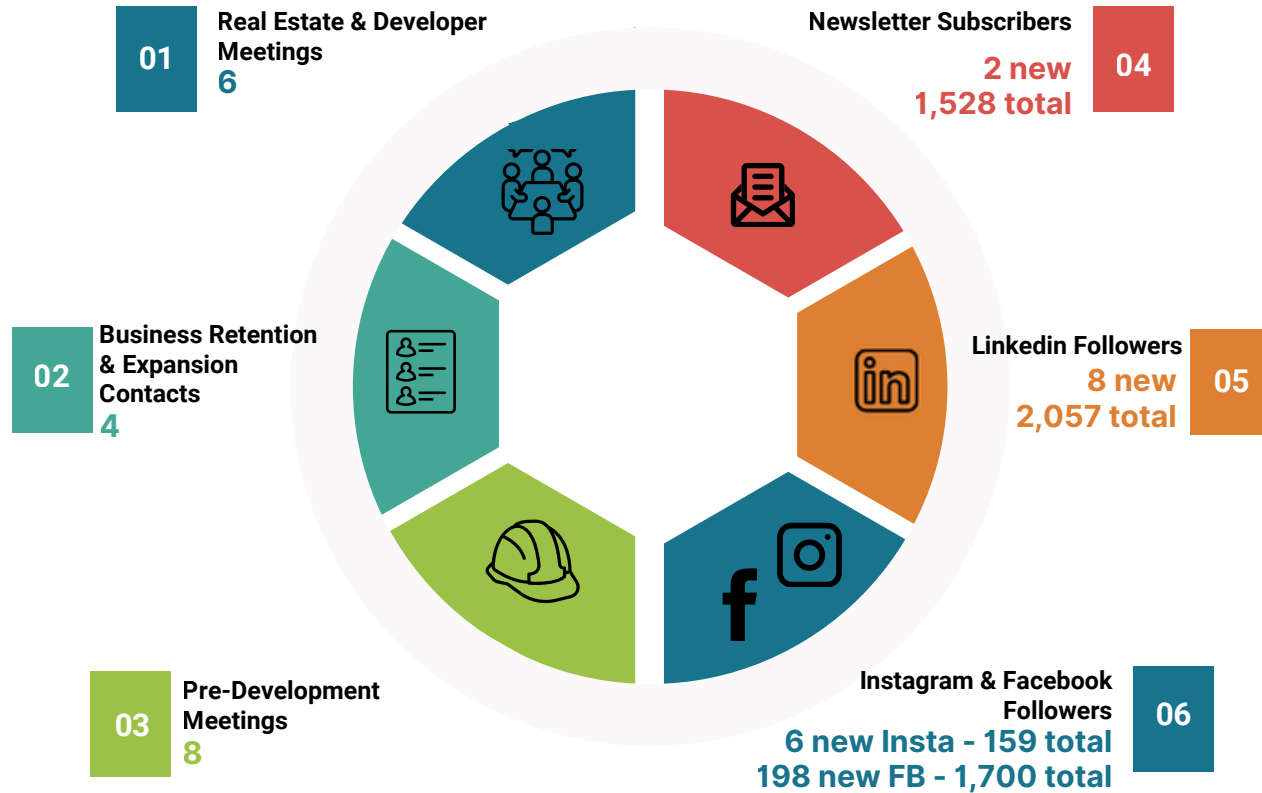
Natasha graduated from the City of Anna Ambassador Leadership Academy

EDC hired a new Economic Development Coordinator, Cerra Vaquera

Salena attended the Bringing Back Main Street webinar hosted by the American Planning Association

EDC staff has been working with the City on an upcoming Anna Legislative Summit

Natasha attended the Anna ISD Convocation





Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
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. As of right now, the last reported sales tax was for the month of April 2026, which was up 13% from the previous year, April 2025.

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

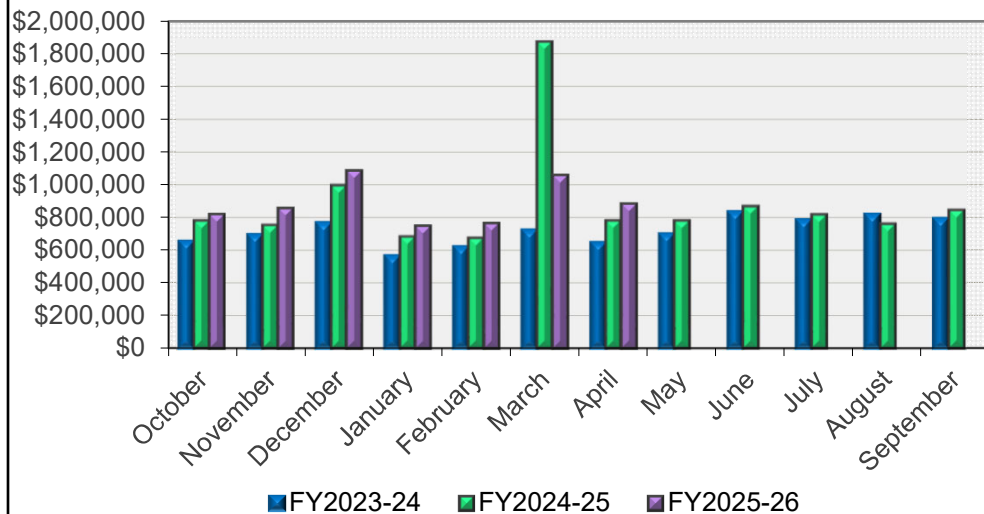
1. 2026 Monthly Sales Tax Report

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

	2025-26 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

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





Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
Staff Contact: Salena Tittle

AGENDA ITEM:

Event Updates / Upcoming Events / Reminders

SUMMARY:

N/A

FINANCIAL IMPACT:

This item has no financial impact.

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



Item No. 7.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 8/6/2026
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: 8/6/2026
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: 8/6/2026
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: 8/6/2026
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: 8/6/2026
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: 8/6/2026
Staff Contact: