AGENDA
Planning & Zoning Commission

Monday, August 3, 2026 @ 6:30 PM

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

The Planning & Zoning Commission of the City of Anna will meet on Monday, August 3, 2026 at 6:30 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

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

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

2. **Invocation and Pledge of Allegiance.**
   American Pledge*: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.*

   Texas Pledge*: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

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

4. **Director's Report.**

   a. Development Services Updates

   b. Overall Location Map.

5. **Consent Items.**

   a. Approve minutes of the July 6, 2026 Planning & Zoning Commission Meeting.

b. Approve One Anna Two Addition, Block A, Lot 7, Preliminary Site Plan (PSP 26-0010)

c. Approve Trinity Creek Flex Revised Concept Plan (CP 26-0002)

d. Approve Shops at Standridge Retail, Block A, Lots 7A, 7B, 7C, & 7X, Preliminary Site Plan (PSP 26-0011)

e. Approve Anna Retail Addition, Block A, Lot 8R, Final Plat (FP 26-0011)

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

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

a. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding an Ordinance amending the Sherley Farms Planned Development.

b. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding an Ordinance related to amendments to the Anna 2050 Comprehensive Plan.

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

8. **Adjourn.**

This is to certify that I, Lauren Mecke, Senior Planner, 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.

Lauren Mecke, Senior Planner

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

Item No. 4.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 8/3/2026
Staff Contact:

AGENDA ITEM:
Director's Report.

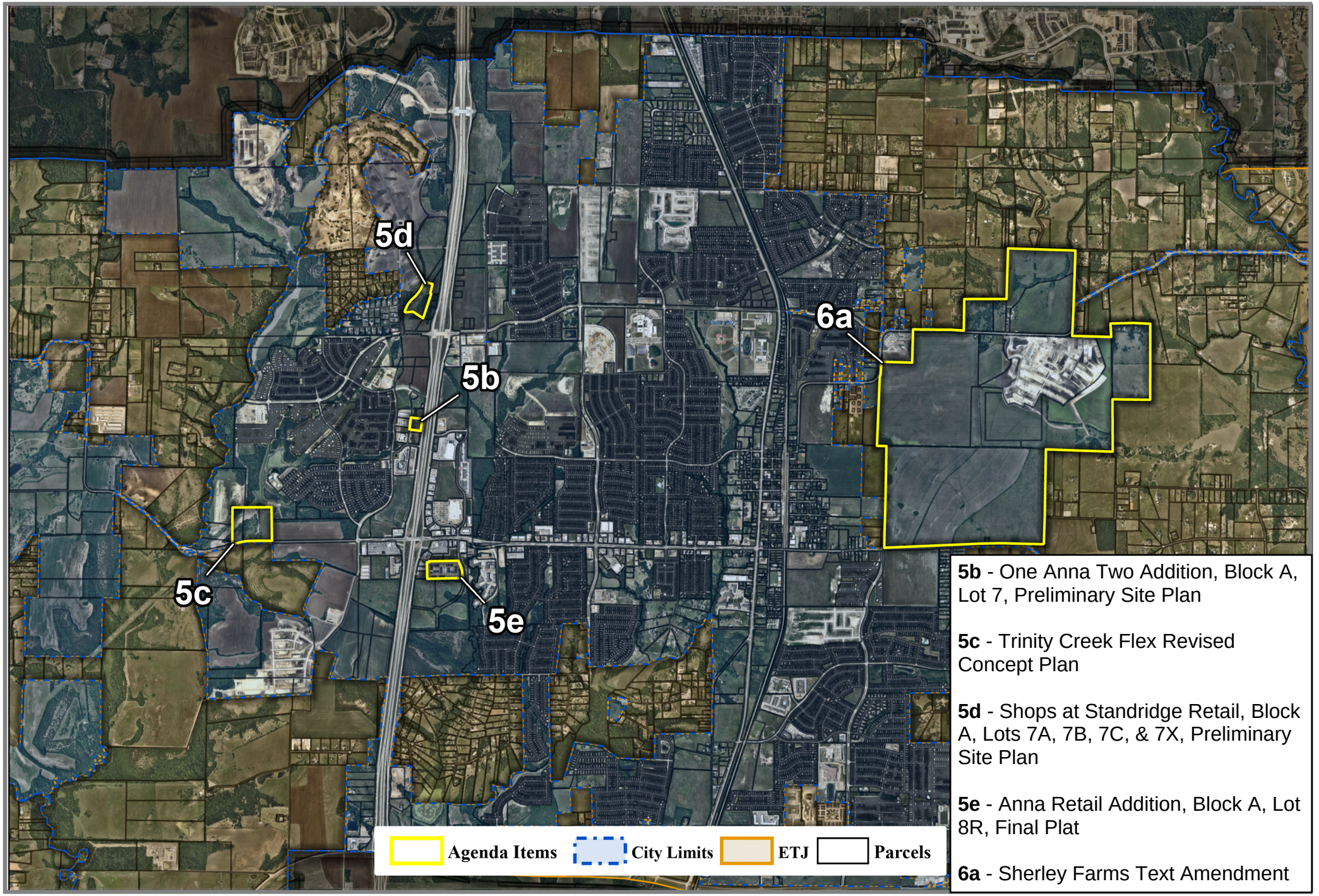
SUMMARY:

BACKGROUND:

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

ATTACHMENTS:

P&Z	City Council	Application Type	Project Status	Project Type	Project Name
7/6/2026	N/A	Site Plan	Staff Approved	Financial Institution	Rosamond Crossing Southeast Corner(Bank of America)
7/6/2026	N/A	Site Plan	Staff Approved	Auto repair-light	Standridge Retail (Discount Tire)
7/6/2026	N/A	Site Plan	Staff Approved	One retail/Restaurant	Hurricane Creek Commercial
7/6/2026	N/A	Replat	On Agenda	Auto repair-light	Shadowbend Commercial (Jiffy Lube)
7/6/2026	N/A	Final Plat	On Agenda	148 Single family residential lots	Liberty Hills Phase 3
7/6/2026	N/A	Final Plat	On Agenda	96 Single family residential lots	Liberty Hills Phase 4
7/6/2026	N/A	Preliminary Site Plan	On Agenda	Two retail buildings	Leonard Commercial
7/6/2026	N/A	Final Plat	Staff Approved	A single family residence	413 W. Third Street
7/6/2026	N/A	Revised Site Plan/Replat	On Agenda	Two schools	Anna Elementary No. 3
7/6/2026	N/A	Revised Site Plan	Staff Approved	One school	Rosamond Sherley Elementary Addition
7/6/2026	N/A	Replat	Staff Approved	One park	Slayter Creek Park Addition
			On Agenda Projects		
P&Z	**City Council**	**Application Type**	**Project Status**	**Project Type**	**Project Name**
8/3/2026	N/A	Replat	Staff Approved	Building a single family home	Urban Crossing, Block B, Lot 8R-1
8/3/2026	N/A	Preliminary Site Plan	On Agenda	Medical Office Building	One Anna Two Addition, Block A, Lot 4
8/3/2026	N/A	Minor Plat	Staff Approved	Adjust lot line	Hurricane Creek Estates, Block A, Lots 22R & 23R
8/3/2026	N/A	Revised Concept Plan	On Agenda	Eleven Flex Office Buildings	Trinity Creek Flex Space
8/3/2026	N/A	Preliminary Site Plan	On Agenda	Three retail/restaurant buildings	Shops at Standridge Retail, Block A, Lots 7A, B, C, & X
8/3/2026	N/A	Final Plat	On Agenda	Ten apartment buildings	Anna Retail Addition, Block A, Lot 8R
8/3/2026	N/A	Site Plan	Staff Approved	Retail building and daycare	The Village at Waters Creek Retail, Block A, Lot 1
8/3/2026	N/A	Site Plan	Staff Approved	Auto repair - light	Stanridge Retail, Block A, Lot 4 (Break Masters)
8/3/2026	N/A	Minor Plat	Staff Approved	Combine 3 lots into one, ETJ	M. Hanson Addition, Block A, Lot 1
8/3/2026	N/A	Replat	Staff Approved	Divide one lot into three	One Anna Two Addition, Block A, Lots 5R, 7, & 8
8/3/2026	8/25/2026	Text Amendment	On agenda	Text Amendment	Sherley Farms



5b - One Anna Two Addition, Block A, Lot 7, Preliminary Site Plan

5c - Trinity Creek Flex Revised Concept Plan

5d - Shops at Standridge Retail, Block A, Lots 7A, 7B, 7C, & 7X, Preliminary Site Plan

5e - Anna Retail Addition, Block A, Lot 8R, Final Plat

6a - Sherley Farms Text Amendment

N

0 0.38 0.75 1.5 Miles

1:45,000

August 2026
Planning & Zoning Meeting Map

Source: City of Anna GIS
Date: 7/27/2026

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

THE CITY OF Anna

MINUTES
Planning & Zoning Commission

Monday, July 6, 2026 @ 6:30 PM

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

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

1. **Call to Order, Roll Call, and Establishment of Quorum.**
   The meeting was called to order at 6:30 PM.
   Commissioners present: Tom Longmire, Scott Gentry, and Gretchen Stewart, Staci Westmoreland, and Aquita DeJarnette
   Commissioners absent: Doug Hermann
   Staff present: Kaleb Kentner, Lauren Mecke, Everett Johnson, Nancy Reynolds, and Nyssa Galatas

2. **Invocation and Pledge of Allegiance.**
   Invocation given by Commissioner Westmoreland.

3. **Neighbor Comments:**
   There were no Neighbor Comments.

4. **Director's Report.**
   Mr. Kentner shared the monthly report on recent and upcoming projects and introduced Nyssa Galatas, Planner I.

5. **Consent Items.**

   a. Approve minutes of the June 6, 2026 Planning & Zoning Commission Meeting.

   b. Approve Anna Elementary No. 3, Block 1, Lot 1, Replat (RP 26-0006)

   c. Approve Leonard Commercial, Block A, Lot 1, Preliminary Site Plan (PSP 26-0009)

   d. Approve Shadowbend Commercial, Block A, Lot 7, Replat (RP 26-0007)

   e. Approve Liberty Hills, Phase 3, Final Plat (FP 26-0009)

   f. Approve Liberty Hills, Phase 4, Final Plat (FP 26-0010)

   g. Approve Leonard Avenue Minor Plat (MP 26-0002)

   Commissioner Stewart made a motion to approve Consent Items.
   Commissioner Westmoreland seconded the motion.
   Motion passed unanimously.

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

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

a. Conduct a Public Hearing/Consider/Discuss/Action on Amendments to Chapter 9 (Planning & Development Regulations) of the City of Anna Code of Ordinances.

Public Hearing was opened at 6:34 PM.

Mr. Kentner and Ms. Mecke gave a summary of the amendments.

Discussion ensued by Commissioner Longmire about the process for approval for amendments. Mr. Kentner explained the commission can either give staff the direction to proceed with reviewing and bring back a completed Code of Ordinances or direct staff to proceed with legal counsel and engineering.

Mr. Culbertson spoke about public input and checks and balances.

Public Hearing was closed at 7:19 PM.

Commissioner Longmire made a motion to approve moving ahead with revisions and changes.
Commissioner Gentry seconded the motion.
Motion passed unanimously.

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

8. **Adjourn.**

Commissioner Stewart made a motion to adjourn.
Commissioner DeJarnette seconded the motion.
Motion passed unanimously at 7:30 PM.

_____
Chairman Tom Longmire

ATTEST:

_____
Lauren Mecke, Sr. Planner

Item No. 5.b.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 8/3/2026
Staff Contact: Everett Johnson

AGENDA ITEM:
Approve One Anna Two Addition, Block A, Lot 7, Preliminary Site Plan (PSP 26-0010)

SUMMARY:
A medical office building on 3.0± acres on the west side of US Highway 75, 650± feet north of Suzie Lane.

Recommended for approval as submitted.

BACKGROUND:

Date Submitted	7/8/2026	**Jurisdiction**	City of Anna
Owner	Anna Investments LLC		
Representative/Applicant	Guide Architecture LLC		
Requested Action	Approval of the Preliminary Site Plan		
Purpose	To build a medical office building		
Land Area	3.0± acres		
Location	The west side of US Highway 75, 650± feet north of Suzie Lane		
Comp Plan Designation	Regional activity center		
Existing Zoning	Planned Development/Local Commercial (PD/C-1) (Ord. No. 846-2020)		

Surrounding Properties

	Land Use	**Zoning**	**Comp Plan Designation**
North	Vacant	Planned Development/Local Commercial (PD/C-1)	Regional activity center
East	Medical office	Planned Development/Local Commercial (PD/C-1)	Regional activity center
South	Vacant	Planned Development/Local Commercial (PD/C-1)	Regional activity center

West	Medical office	Planned Development/Local Commercial (PD/C-1)	Regional activity center

ATTACHMENTS:

1. Locator Map - One Anna Two Addition, Block A, Lot 7, Preliminary Site Plan (PSP 26-0010)
2. Exhibit A - One Anna Two Addition, Block A, Lot 7, Preliminary Site Plan (PSP 26-0010)

One Anna Two Addition, Block A, Lot 7, Preliminary Site Plan (PSP 26-0010)

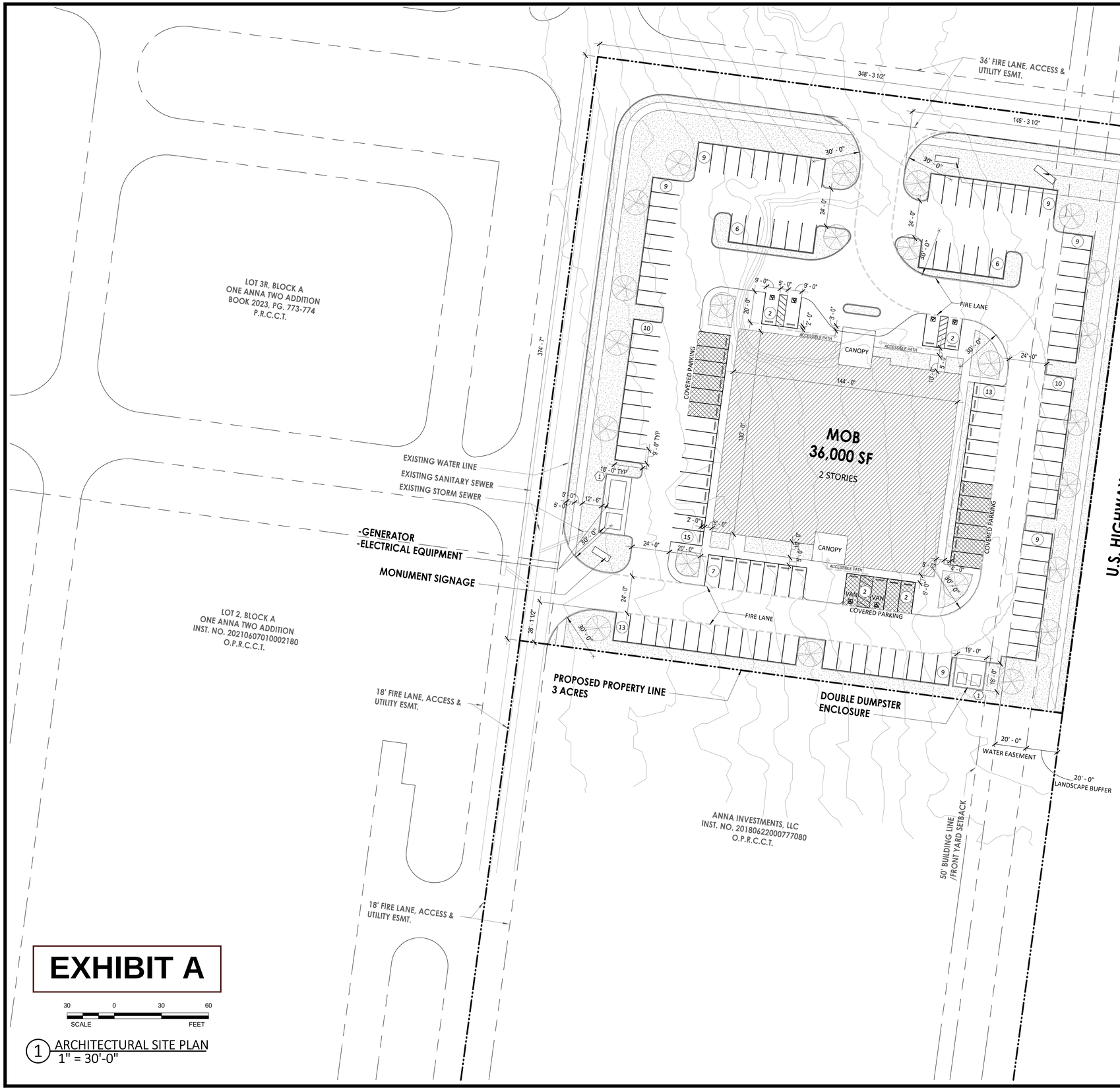
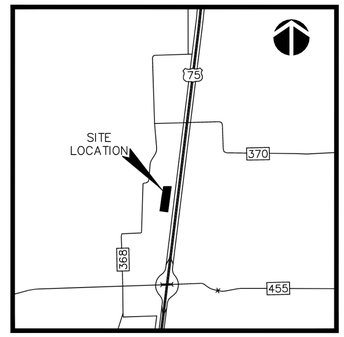


EXHIBIT A

30 0 30 60
SCALE FEET

1 ARCHITECTURAL SITE PLAN
1" = 30'-0"



LOCATION MAP
NTS

SITE DATA SUMMARY TABLE

Item	*Total*
General Site Data	
Zoning (from zoning map)	PD-C
Land Use (from Zoning Ordinance)	Medical Office Building
Lot Area (sq.ft. & acres)	3 acres
Building Footprint Area (sq.ft.)	18,000 sq.ft.
Total Building Area (sq.ft.)	36,000 sq.ft.
Building Height (# stories)	2 stories
Building Height (feet)	35 feet
Lot Coverage (percent - x.xx%)	13.78%
Parking	
Parking Ratio (from Zoning Ordinance)	3/1000 SF
Required Parking (# spaces)	108 spaces
Total Provided Parking (# spaces)	142 spaces
Accessible Parking Required (# spaces)	5 spaces
Accessible Parking Provided (# spaces)	6 spaces

SITE PLAN LEGEND

- PROPERTY LINE
- FIRE LANE
- CONCRETE SIDEWALK OR PAVING
- BUILDING FOOTPRINT
- LANDSCAPE/SOFTSCAPE
- (1) PARKING SPACE COUNT
- (1) 8' TALL SPLIT FACE CMU ENCLOSURE

Guide
ARCHITECTURE

GUIDE Architecture, LLC
1108 Quaker St. Suite 130
Dallas TX 75207
1.214.960.9773

PROPERTY OWNER
ANNA INVESTMENTS LLC
1625 NORTH US HIGHWAY 75
SHERMAN, TX 75090
254.913.5457

SPACE RESERVED FOR CITY OF ANNA APPROVAL STAMPS

△	DESCRIPTION	DATE

Project Number	26019
Drawn	MA
Checked	MA, MK
Approved	CC

PSP 26-0010
PRELIMINARY SITE PLAN

ONE ANNA TWO ADDITION
BLOCK A, LOT 7

3 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
RECORDED IN BOOK 2023, PAGE 773-774

07/21/2026

GUIDE Architecture, LLC.

Item No. 5.c.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 8/3/2026
Staff Contact: Everett Johnson

AGENDA ITEM:
Approve Trinity Creek Flex Revised Concept Plan (CP 26-0002)

SUMMARY:
11 flex office buildings on 29.8± acres on the north side of W. White Street, 3,300± feet west of S. Standridge Boulevard. Zoned Light Industrial (I-1) (Ord. No. 1192-2026-02)

Recommended for approval as submitted.

BACKGROUND:

Date Submitted	7/8/2026	**Jurisdiction**	City of Anna
Owner	Anna Group LLC		
Representative/Applicant	Evolving Texas		
Requested Action	Approval of revised concept plan		
Purpose	To construct 11 flex office buildings		
Land Area	29.2± acres		
Location	The north side of W. White Street, 3,300± feet west of S. Standridge Boulevard		
Comp Plan Designation	Urban Living		
Existing Zoning	Light Industrial (I-1) (Ord. No. 1192-2026-02)		
Public Notice	N/A		

Surrounding Properties

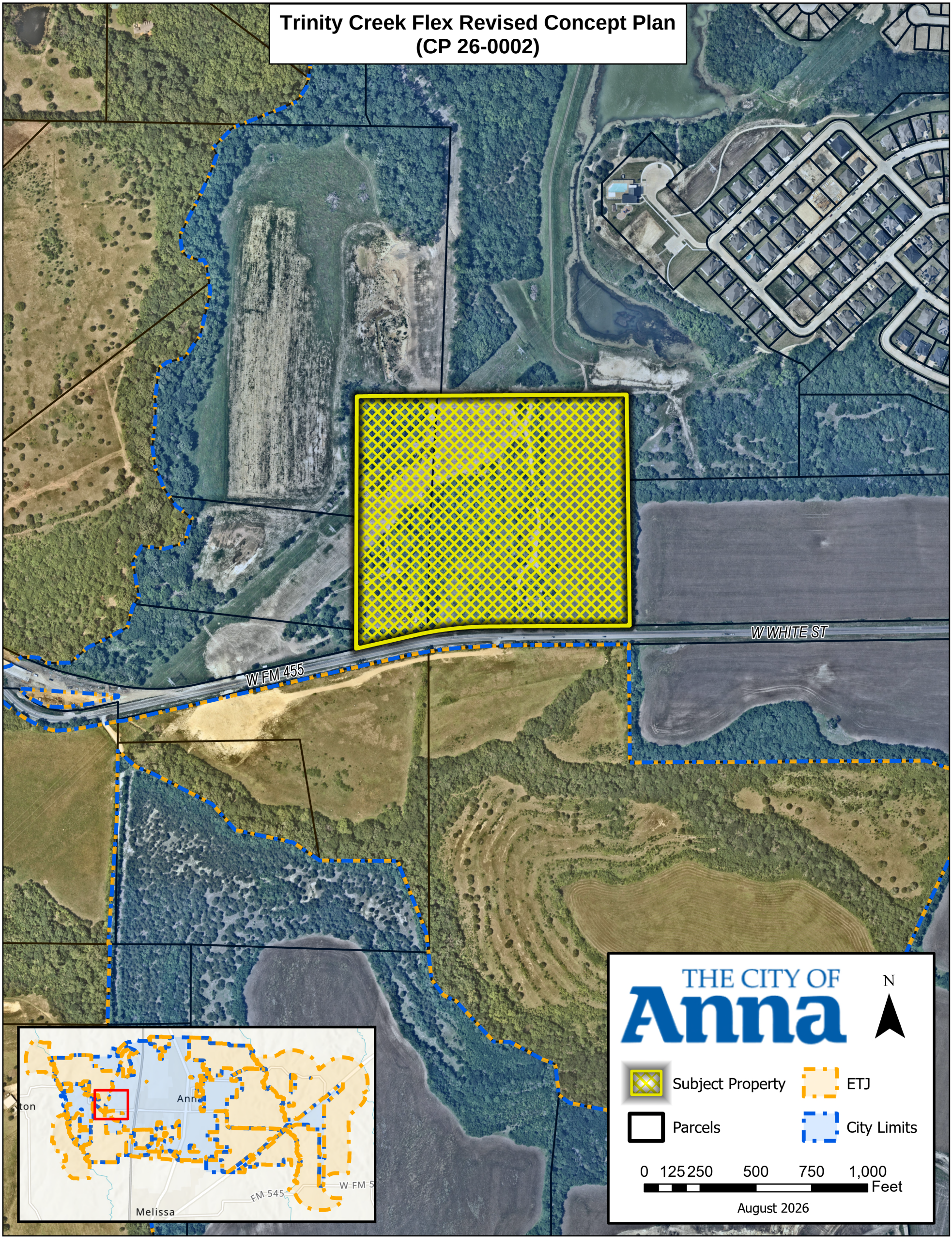
	Land Use	**Zoning**	**Comp Plan Designation**
North	Vacant	Single-Family Residential 8.4/Single-Family Townhome (SF-8.4/SF-TH)	Suburban Living
East	Vacant	Single-Family Residential 8.4/Multifamily (SF-8.4/MF-2)	Urban Living
South	Vacant	N/A (ETJ)	Urban Living

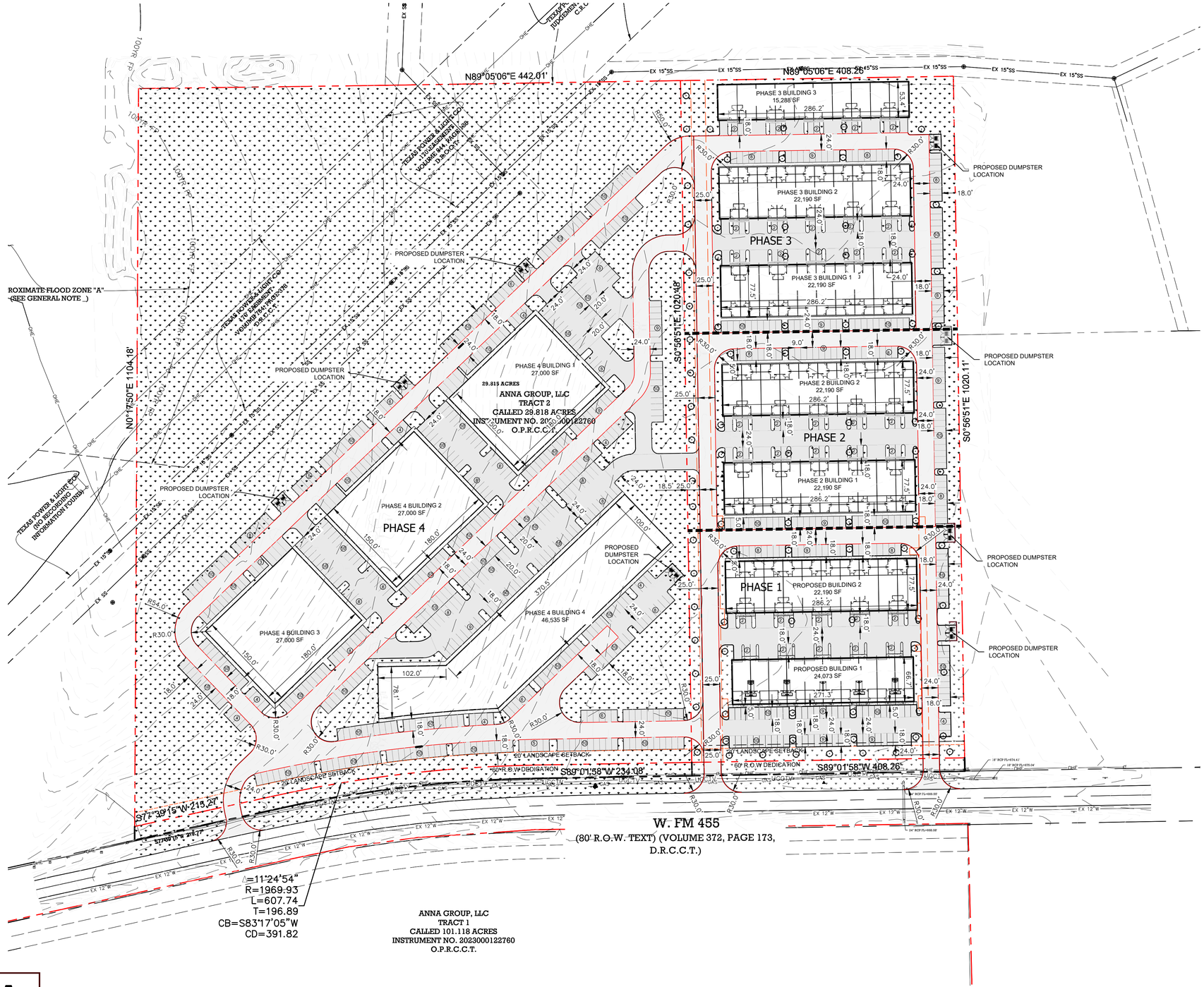
West	Vacant	Single-Family Townhome (SF-TH)	Suburban Living

ATTACHMENTS:

1. Locator Map - Trinity Creek Flex Revised Concept Plan (CP 26-0002)
2. Exhibit A - Trinity Creek Flex Revised Concept Plan (CP 26-0002)

Trinity Creek Flex Revised Concept Plan
(CP 26-0002)



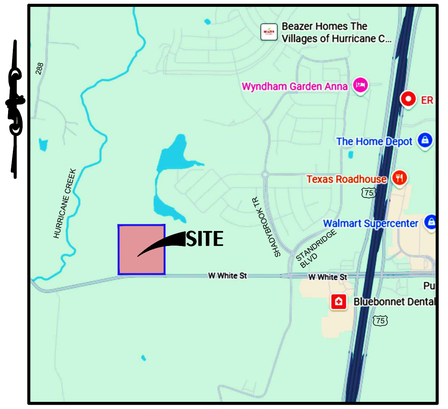


LEGEND

- PROPOSED PAVEMENT
- PROPOSED FIRELANE
- PROPOSED LANDSCAPE
- ACCESSIBLE CROSSWALK
- PROPOSED PROPERTY LINE
- FUTURE ROW
- ADJACENT PROPERTY LINE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED BUILDING SETBACK
- PROPOSED PAVEMENT MARKING
- PROPOSED PHASE LINE

SITE DATA	
LOT AREA	1,273,721 S.F (29.24 AC.)
PHASE 1	
BUILDING AREA	46,263 S.F (1.062 AC.) (3.63%)
BUILDING HEIGHT	-
ZONING:	I-1
PARKING PROVIDED	126
PAVED AREA	74,460 S.F (1.709 AC.) (5.85%)
PHASE 2	
BUILDING AREA	44,380 S.F (1.019 AC.) (3.48%)
BUILDING HEIGHT	-
ZONING:	I-1
PARKING PROVIDED	101
PAVED AREA	56,891 S.F (1.306 AC.) (4.47%)
PHASE 3	
BUILDING AREA	59,668 S.F (1.370 AC.) (4.69%)
BUILDING HEIGHT	-
ZONING:	I-1
PARKING PROVIDED	110
PAVED AREA	61,823 S.F (1.419 AC.) (4.85%)
PHASE 4	
BUILDING AREA	127535 S.F (2.928 AC.) (10.0%)
BUILDING HEIGHT	-
ZONING:	I-1
PARKING PROVIDED	615
PAVED AREA	245,947 S.F (5.646 AC.) (19.31%)

NOTE: THIS TRACT IS SUBJECT TO SCREENING ADJACENT TO RESIDENTIAL ZONING AS DESCRIBED IN THE ZONING ORDINANCE.



SITE LOCATION MAP
SCALE: N.T.S

EXHIBIT A

N

0 80 160 FEET
SCALE: 1" = 80'

JOB NO. ET2025078

TRINITY CREEK - INDUSTRIAL ZONED TRACT (CP26-0002)

CITY OF ANNA
COLLIN COUNTY, TEXAS

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

RONALD RAMIREZ — 81821
TYPE OR PRINT NAME — PE #
XX/XX/XX
DATE

evolving
Civil Engineering + Planning
TEXAS REGISTRATION ENGINEERING FIRM NO. 12452
3000 RACE STREET, SUITE 108
FORT WORTH, TX 76111
PHONE #: (817) 529-2700

EXHIBIT
A

Item No. 5.d.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 8/3/2026
Staff Contact: Everett Johnson

AGENDA ITEM:
Approve Shops at Standridge Retail, Block A, Lots 7A, 7B, 7C, & 7X, Preliminary Site Plan (PSP 26-0011)

SUMMARY:
Three retail/restaurant buildings on 10.7± acres on the east side of Standridge Boulevard, 900± feet north of W. Rosamond Parkway.

Recommended for approval as submitted.

BACKGROUND:

Date Submitted	7/8/2026	**Jurisdiction**	City of Anna
Owner	DSF Standridge		
Representative/Applicant	ClayMoore Engineering		
Requested Action	Approval of Preliminary Site Plan		
Purpose	To build three restaurant/retail buildings		
Land Area	10.7± acres		
Location	The east side of Standridge Boulevard, 900± feet north of W. Rosamond Parkway		
Comp Plan Designation	Regional Activity Center		
Existing Zoning	Planned Development/Regional Commercial (PD/C-2) (Ord. No. 1111-2024-08)		

Surrounding Properties

	Land Use	**Zoning**	**Comp Plan Designation**
North	Vacant	Zoned Planned Development/Regional Commercial (PD/C-2)	Regional Activity Center
East	Vacant	Zoned Planned Development/Regional Commercial (PD/C-2)	Regional Activity Center
South	Vacant	Zoned Planned Development/Regional Commercial (PD/C-2)	Regional Activity Center

West	Vacant	Zoned Planned Development/Regional Commercial (PD/C-2)	Regional Activity Center

ATTACHMENTS:

1. Locator Map - Shops at Standridge Retail, Block A, Lots 7A, 7B, 7C, & 7X, Preliminary Site Plan (PSP 26-0011)
2. Exhibit A - Shops at Standridge Retail, Block A, Lots 7A, 7B, 7C, & 7X, Preliminary Site Plan (PSP 26-0011)

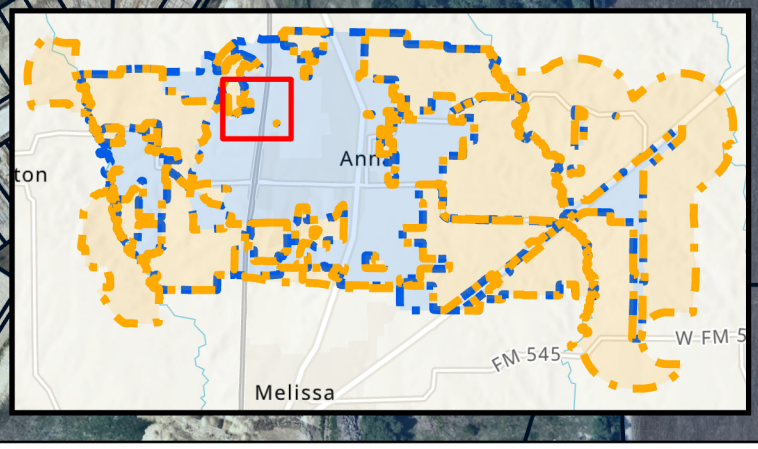
Shops at Standridge Retail, Block A, Lots 7A, 7B, 7C, & 7X, Preliminary Site Plan (PSP 26-0011)

COUNTY ROAD 368

75

W ROSAMOND PKWY

W ROSAMOND PKWY



THE CITY OF Anna

N

Subject Property

ETJ

Parcels

City Limits

0 80 160 320 480 640

Feet

August 2026

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

WATER METER SCHEDULE					
SYMBOL	TYPE	SIZE	NO.	WASTEWATER	REMARKS
1	DOM.	2"	3	6"	NEW
2	IRR.	1"	3		NEW

Texas 811 Know what's below. Call before you dig.

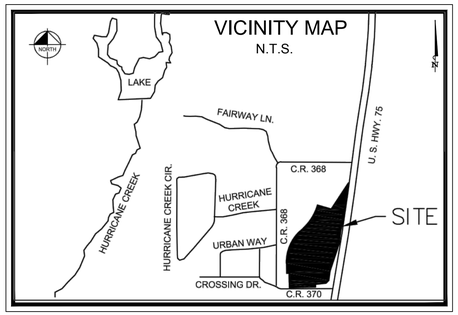
PROJECT BENCHMARKS

TBM IRS#1:

FOUND AT THE EDGE OF AN EXISTING ASPHALT PAVEMENT LOCATED AT SOUTHEAST SIDE OF COUNTY ROAD 368 & ROASAMOND PARKWAY.
N: 7184240.10
E: 2552401.20
ELEVATION: 739.90'

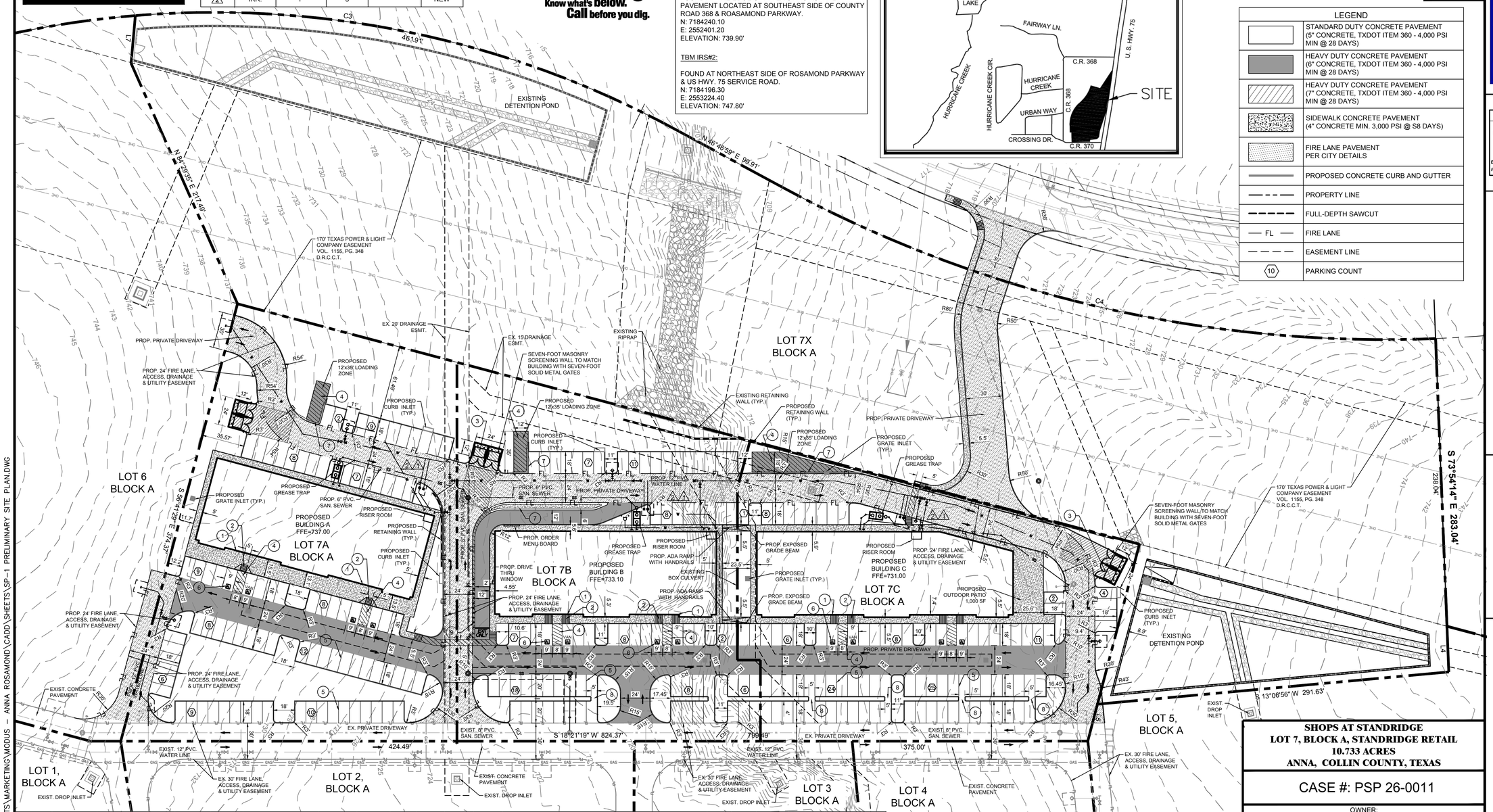
TBM IRS#2:

FOUND AT NORTHEAST SIDE OF ROSAMOND PARKWAY & US HWY. 75 SERVICE ROAD.
N: 7184196.30
E: 2553224.40
ELEVATION: 747.80'



GRAPHIC SCALE
40 0 20 40 80
1 inch = 40 ft.

LEGEND	
	STANDARD DUTY CONCRETE PAVEMENT (5" CONCRETE, TXDOT ITEM 360 - 4,000 PSI MIN @ 28 DAYS)
	HEAVY DUTY CONCRETE PAVEMENT (6" CONCRETE, TXDOT ITEM 360 - 4,000 PSI MIN @ 28 DAYS)
	HEAVY DUTY CONCRETE PAVEMENT (7" CONCRETE, TXDOT ITEM 360 - 4,000 PSI MIN @ 28 DAYS)
	SIDEWALK CONCRETE PAVEMENT (4" CONCRETE MIN. 3,000 PSI @ S8 DAYS)
	FIRE LANE PAVEMENT PER CITY DETAILS
	PROPOSED CONCRETE CURB AND GUTTER
	PROPERTY LINE
	FULL-DEPTH SAWCUT
FL	FIRE LANE
	EASEMENT LINE
10	PARKING COUNT



SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG HGT. (FT)	# OF STORIES	LOT COVERAGE REQ.	LOT COVERAGE PROV.	FLR AREA RATIO REQ.	FLR AREA RATIO PROV.	PARKING REQ. RATIO	PARKING TOTAL REQ.	PARKING TOTAL PROV.	HANDICAP SP. REQ.	HANDICAP SP. PROV.	TOTAL IMPERVIOUS (SQ FT)	TOTAL IMPERVIOUS (%)	TOTAL PERVIOUS (SQ FT)	TOTAL PERVIOUS (%)
7A	PD-C1/C2-COMMERCIAL	RETAIL (70%) RESTAURTANT (30%)	1.81	78,686	13,168	30'	1	50% MAX	16.7%	1:1.25 MAX	0.17	RETAIL (4 PER 1000 SQ FT) RESTAURANT(10 PER 1000 SQ FT)	76	88	3	4	53,291	68%	25,394	32%
7B	PD-C1/C2-COMMERCIAL	RETAIL (70%) RESTAURTANT (30%)	1.54	67,020	12,762	30'	1	50% MAX	19.0%	1:1.25 MAX	0.19	RETAIL (4 PER 1000 SQ FT) RESTAURANT(10 PER 1000 SQ FT)	74	75	3	4	53,368	80%	13,652	20%
7C	PD-C1/C2-COMMERCIAL	RETAIL (70%) RESTAURTANT (30%)	1.47	63,952	14,494	30'	1	50% MAX	22.7%	1:1.25 MAX	0.23	RETAIL (4 PER 1000 SQ FT) RESTAURANT(10 PER 1000 SQ FT) OUTDOOR PATIO (1 PER 200 SQ FT)	89	89	3	4	58,493	91%	5,459	9%
7X	PD-C1/C2-COMMERCIAL	VACANT	5.92	258,013	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

CONSTRUCTION SCHEDULE	
1	HANDICAP SIGN
2	ADA RAMP, 12:1 MAX. SLOPE
3	TRASH ENCLOSURE
4	PAVEMENT STRIPING
5	4" PARKING STALL STRIPING COLOR: WHITE
6	HANDICAP SYMBOL
7	MOUNTABLE CURB
8	5 FT. CONCRETE FLUME
9	FLEXIBLE BOLLARDS

SHOPS AT STANDRIDGE
LOT 7, BLOCK A, STANDRIDGE RETAIL
10.733 ACRES
ANNA, COLLIN COUNTY, TEXAS

CASE #: PSP 26-0011

OWNER:
HUNNINGTON
3773 RICHMOND AVENUE, SUITE 800
HOUSTON, TX 77046
PH: 713.623.6944 CONTACT NAME: GAGE RABA

APPLICANT:
CLAYMOORE ENGINEERING, INC.
3231 HARWOOD RD
BEDFORD, TX 76021
PH: 817.281.0572 CONTACT NAME: CLAY CRISTY

LEGAL DESCRIPTION:
LOT 7, BLOCK A, STANDRIDGE RETAIL

CITY:	STATE:	
ANNA	TEXAS	
COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	HENRY SMITH SURVEY	822

EXHIBIT A

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
3231 HARWOOD RD
BEDFORD, TEXAS 76021
WWW.CLAYMOORE.ENGINEERING

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: CLAY CRISTY
P.E. No. 109800 Date: 7/20/2026

No.	DATE	REVISION	BY

PRELIMINARY SITE PLAN

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	CC
DATE:	7/20/2026

SHEET
PSP

7/9/2026 MARK TORRES Z:\PROJECTS\MARKETING\MODUS – ANNA ROSAMOND\CADD\SHEETS\SP–1 PRELIMINARY SITE PLAN.DWG

Item No. 5.e.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 8/3/2026
Staff Contact: Everett Johnson

AGENDA ITEM:
Approve Anna Retail Addition, Block A, Lot 8R, Final Plat (FP 26-0011)

SUMMARY:
Ten apartment buildings on 12.9± acres on the west side of S. Buddy Hayes Boulevard, 1,000± feet south of W. White Street.

Recommended for approval as submitted.

BACKGROUND:

Date Submitted	7/8/2026	**Jurisdiction**	City of Anna
Owner	APFC Anna Apartments LLC		
Representative/Applicant	Cross Engineering		
Requested Action	Approval of Final Plat		
Purpose	To dedicate easements for the constructed multifamily		
Land Area	12.9± acres		
Location	The west side of S. Buddy Hayes Boulevard, 1,000± feet south of W. White Street		
Comp Plan Designation	Community Commercial		
Existing Zoning	Multifamily (MF-2) (Ord. No. 972-2022)		

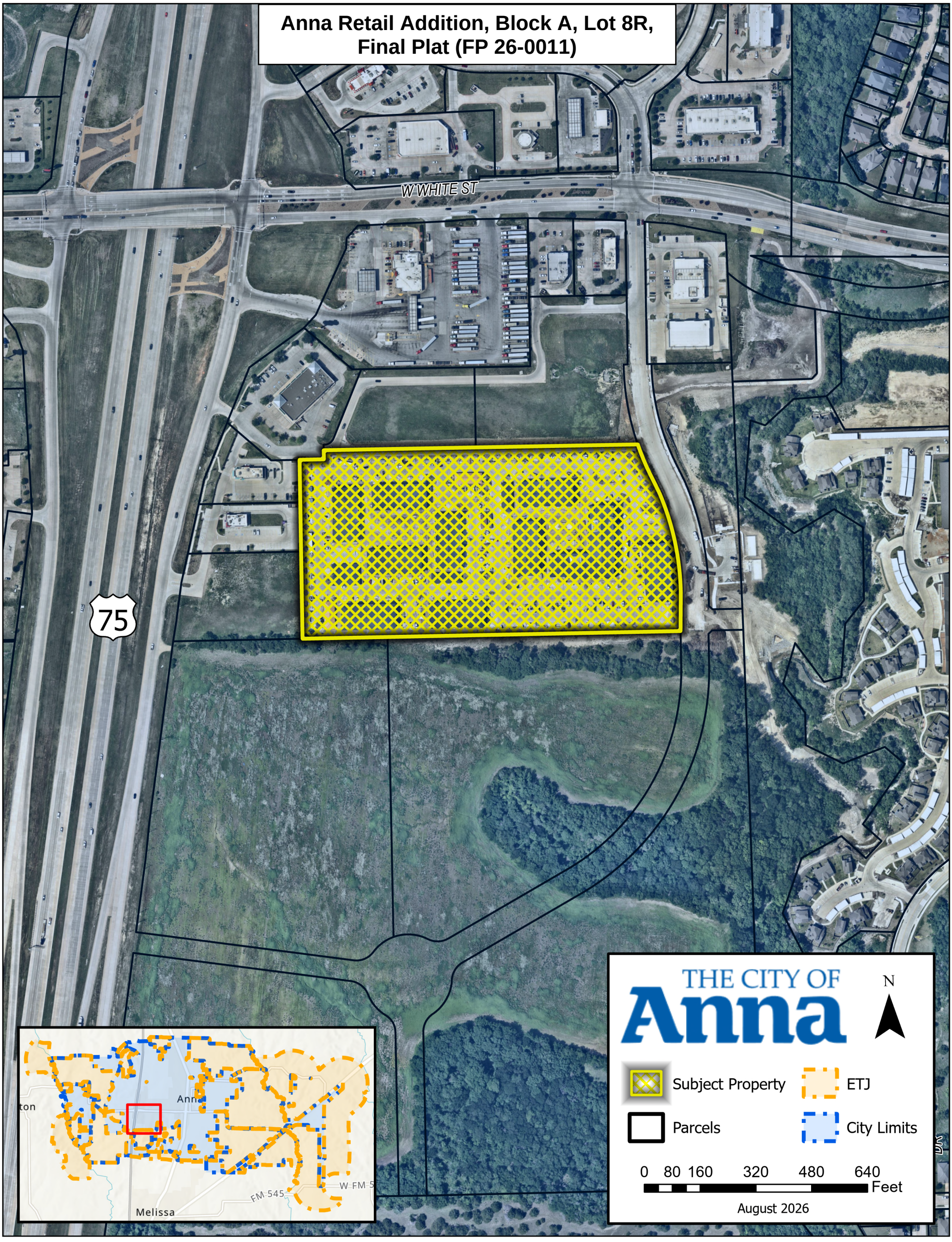
Surrounding Properties

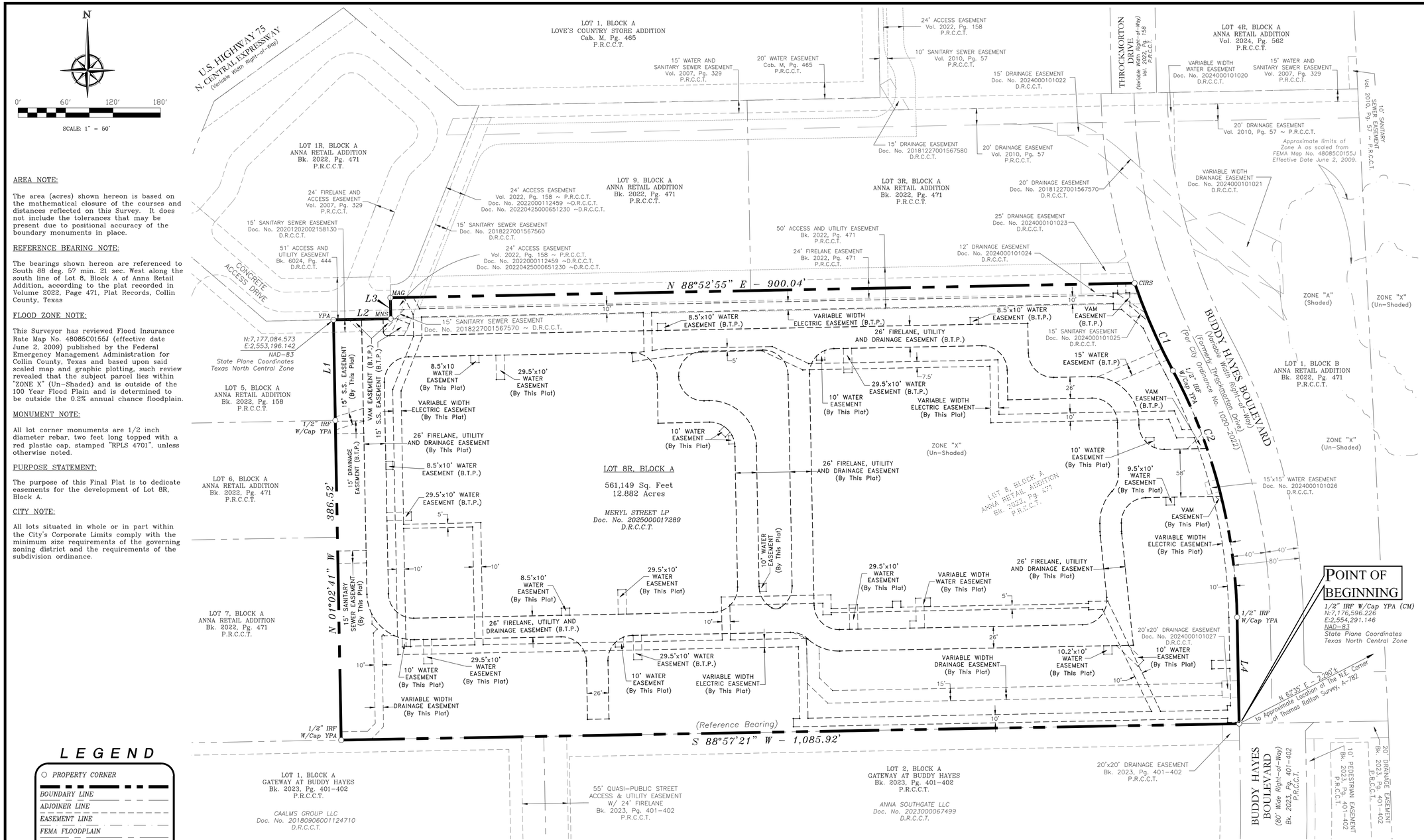
	Land Use	**Zoning**	**Comp Plan Designation**
North	Commercial	Regional Commercial (C-2)	Community Commercial
East	Park	Regional Commercial (C-2)	Community Commercial
South	Vacant	Regional Commercial /Multifamily (C-2/MF-2)	Community Commercial
West	Commercial	Regional Commercial (C-2)	Community Commercial

ATTACHMENTS:

1. Locator Map - Anna Retail Addition, Block A, Lot 8R, Final Plat (FP 26-0011)
2. Exhibit A - Anna Retail Addition, Block A, Lot 8R, Final Plat (FP 26-0011)

Anna Retail Addition, Block A, Lot 8R, Final Plat (FP 26-0011)





AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

The bearings shown hereon are referenced to South 88 deg. 57 min. 21 sec. West along the south line of Lot 8, Block A of Anna Retail Addition, according to the plat recorded in Volume 2022, Page 471, Plat Records, Collin County, Texas

FLOOD ZONE NOTE:

This Surveyor has reviewed Flood Insurance Rate Map No. 48085C0155J (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain and is determined to be outside the 0.2% annual chance floodplain.

MONUMENT NOTE:

All lot corner monuments are 1/2 inch diameter rebar, two feet long topped with a red plastic cap, stamped "RPLS 4701", unless otherwise noted.

PURPOSE STATEMENT:

The purpose of this Final Plat is to dedicate easements for the development of Lot 8R, Block A.

CITY NOTE:

All lots situated in whole or in part within the City's Corporate Limits comply with the minimum size requirements of the governing zoning district and the requirements of the subdivision ordinance.

VAM EASEMENT NOTE:

The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

FIRELANE EASEMENT NOTE:

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

ACCESS EASEMENT NOTE:

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

LEGEND

- PROPERTY CORNER
- BOUNDARY LINE
- ADJOINER LINE
- EASEMENT LINE
- FEMA FLOODPLAIN
- CENTERLINE OF ROAD

VICINITY MAP
Not To Scale

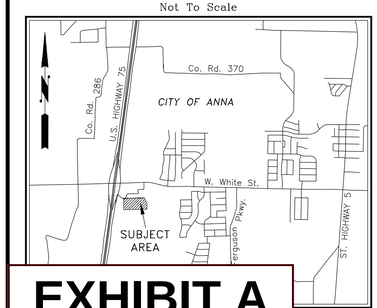


EXHIBIT A

ABBREVIATIONS

Vol. = Volume
Bk. = Book
Cab. = Cabinet
Pg. = Page
Doc. No. = Document Number
P.R.C.C.T. = Plat Records, Collin County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
CM = Controlling Monument
IRF = Iron Rod Found
CIRS = 1/2" Iron Rod Set with red plastic cap, stamped "RPLS 4701"
MAG = MAG Nail with YP Washer
YPA = 1/2" Iron Rod Found with yellow plastic cap, stamped "YPA"
MNS = Mag Nail Set witha steel washer, stamped "RPLS 4701"
S.S. = Sanitary Sewer Easement
VAM = Visibility, Access, and Maintenance Easement
B.T.P. = By This Plat

BOUNDARY CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	8°58'50"	736.66'	115.47'	S 23°39'34" E	115.35'
C2	27°00'04"	660.00'	311.03'	S 14°35'12" E	308.16'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°02'37" W	121.70'
L2	N 88°57'22" E	69.28'
L3	N 01°03'24" W	25.50'
L4	S 01°05'11" E	128.81'

*ALL NEW EASEMENTS ANNOTATED ON SHEETS 2 & 3

NEW EASEMENT LINE & CURVE TABLES ON SHEET 4

OWNER:

MERYL STREET LP
Stan Carver II, President
1270 W. 7th Street
Anna, Tx 75409-3308

SURVEYOR:

RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266
LHR@ringley.com

FP 26-0011

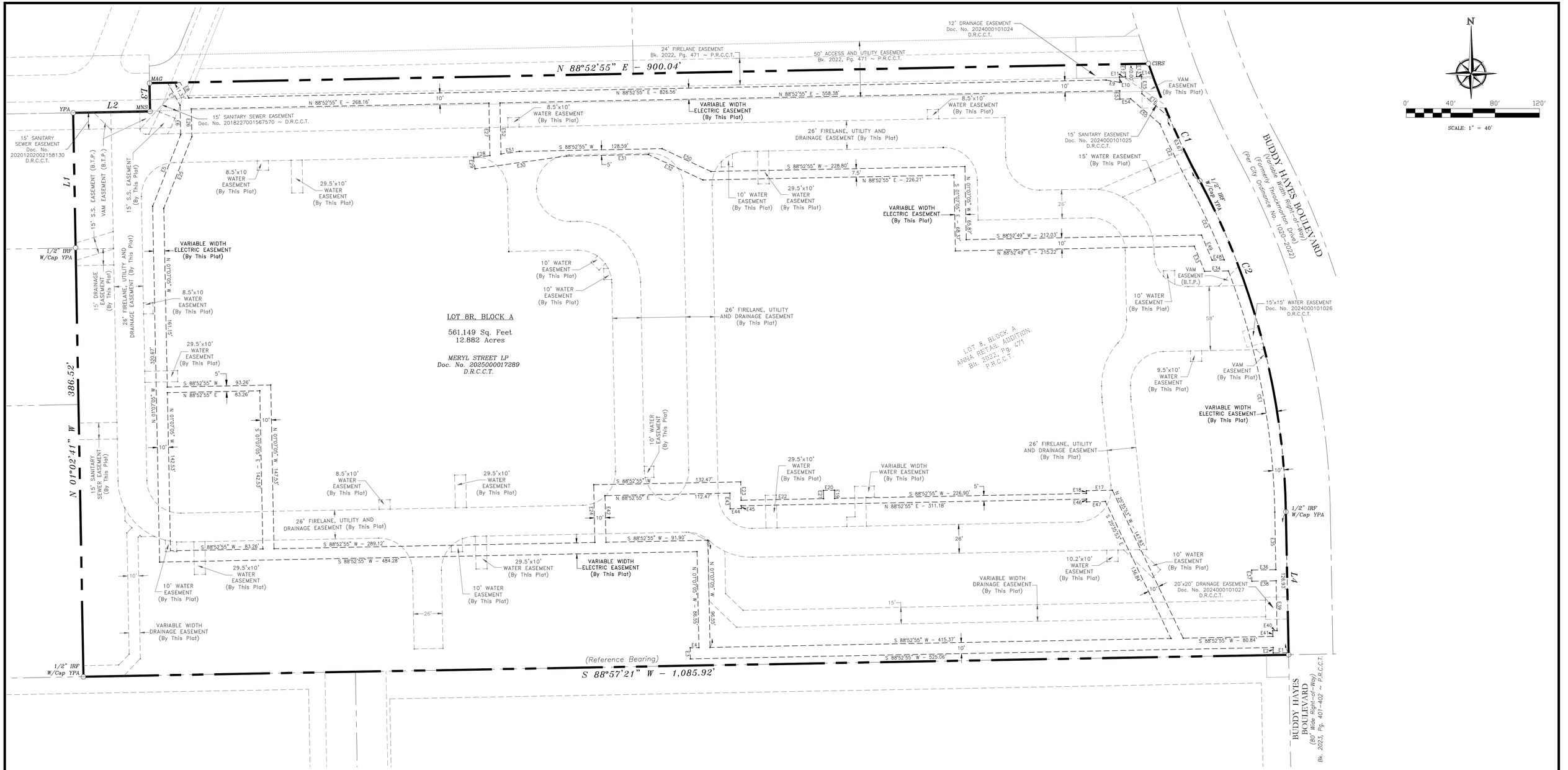
FINAL PLAT

LOT 8R, BLOCK A
ANNA RETAIL ADDITION
12.882 Acres

a replat of
Lot 8, Block A, Anna Retail Addition,
recorded in
Book 2022, Page 471, Plat Records, Collin County, Texas
situated in the
Thomas Rattan Survey, Abstract No. 782
City of Anna, Collin County, Texas
Date of Preparation: 06/25/2024

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Staab	06/28/2024	1" = 60'	2023-035	2023-035-RP.DWG	1 of 4



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- PROPERTY CORNER
- BOUNDARY LINE
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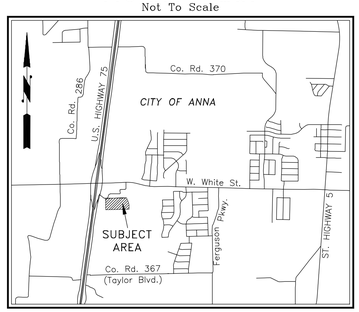
VICINITY MAP

Not To Scale



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EASEMENT DETAIL 1 (ELECTRIC)

Scale: 1"=40'

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FP 26-0011

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12.882 Acres

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City of Anna, Collin County, Texas

Date of Preparation: 06/25/2024

OWNER:

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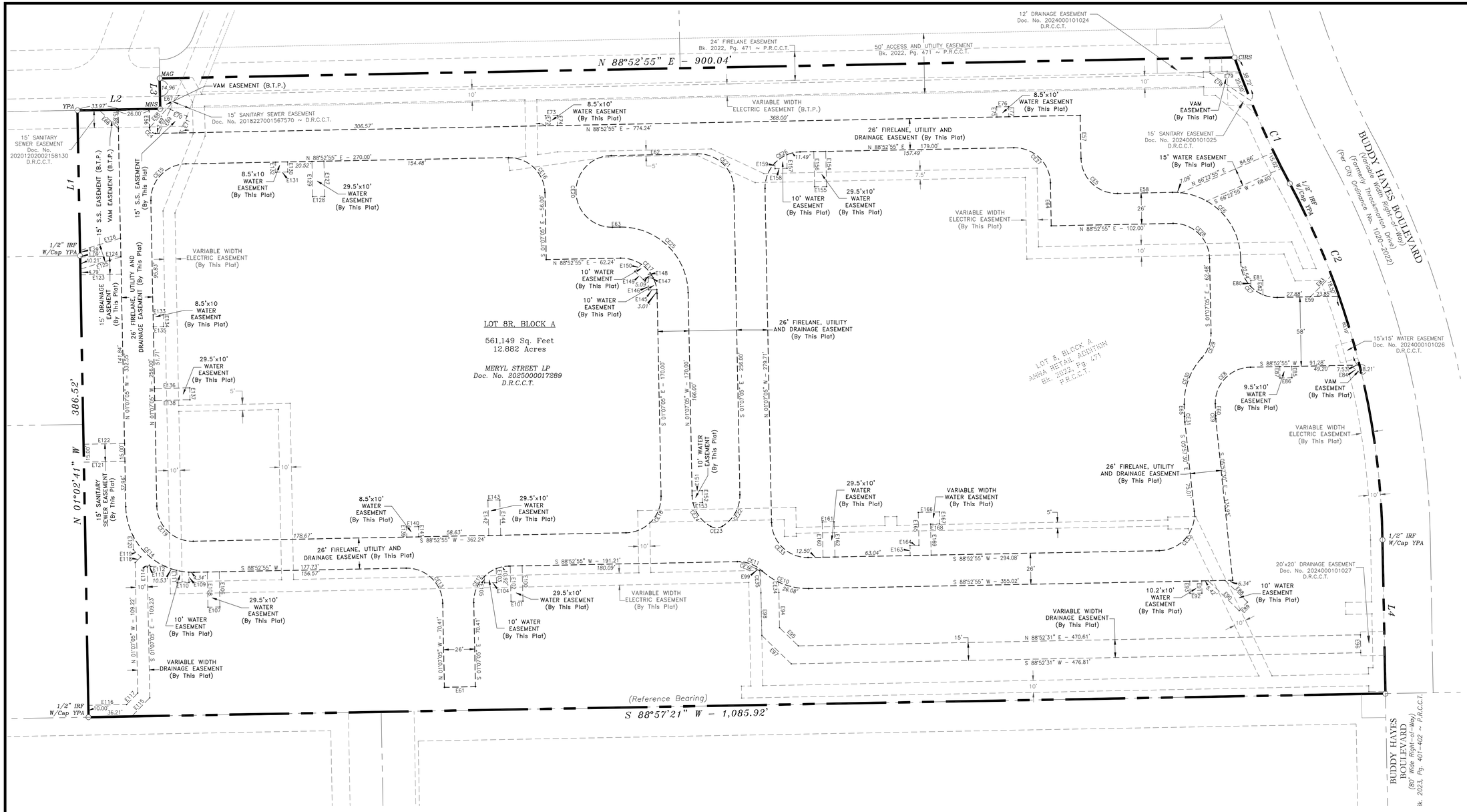
Stan Carver II, President
1270 W. 7th Street
Anna, Tx 75409-3308

SURVEYOR:

RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266
LHR@ringley.com

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee ~ McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Slack	06/26/2024	1" = 40'	2023-035	2023-035-RP.DWG	2 of 4



LEGEND

- PROPERTY CORNER
- BOUNDARY LINE
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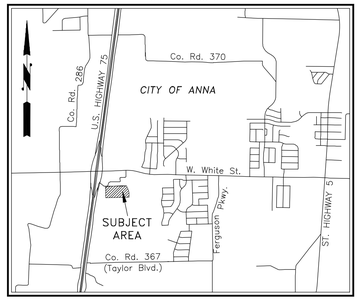
VICINITY MAP

Not To Scale



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EASEMENT DETAIL 2 (GENERAL)

Scale: 1"=40'

BOUNDARY CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
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C2	27°00'04"	660.00'	311.03'	S 14°35'12" E	308.16'

BOUNDARY LINE TABLE

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L3	N 01°03'24" W	25.50'
L4	S 01°05'11" E	128.81'

*ALL NEW EASEMENTS ANNOTATED ON SHEETS 2 & 3

NEW EASEMENT LINE & CURVE TABLES ON SHEET 4

FP 26-0011

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12.882 Acres

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1270 W. 7th Street
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SURVEYOR:

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701 S. Tennessee ~ McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Hook	06/28/2024	1" = 40'	2023-035	2023-035-RP.DWG	3 of 4

EASEMENT LINE TABLE
EASEMENT DETAIL 1

LINE	BEARING	DISTANCE
E1	S 88°55'12" W	13.84'
E2	N 01°04'48" W	4.89'
E3	N 01°07'05" W	10.00'
E4	N 88°52'55" E	7.87'
E5	N 21°22'55" E	69.25'
E6	N 01°07'05" W	26.64'
E7	N 29°01'46" W	23.09'
E8	S 29°01'46" E	15.84'
E9	S 80°36'44" E	12.27'
E10	N 01°02'39" W	4.82'
E11	N 88°57'21" E	5.53'
E12	N 01°07'05" W	11.42'
E13	S 01°07'05" E	11.44'
E14	N 88°57'21" E	4.47'
E15	S 01°02'39" E	15.68'
E16	S 49°21'42" E	32.32'
E17	S 88°52'55" W	23.36'
E18	S 01°07'05" E	2.50'
E19	N 01°07'05" W	7.36'
E20	S 88°52'55" W	10.00'
E21	S 01°07'05" E	7.36'
E22	S 88°52'55" W	74.28'
E23	N 01°07'05" W	16.57'
E24	S 01°07'05" E	52.06'
E25	N 21°22'55" E	69.25'
E26	N 01°07'05" W	25.04'
E27	S 01°07'05" E	47.22'
E28	S 82°04'06" W	14.95'
E29	S 07°55'54" E	10.00'
E30	N 82°04'06" E	83.29'
E31	N 88°52'55" E	73.66'
E32	S 64°55'47" E	54.29'
E33	S 22°34'57" E	24.48'
E34	N 88°52'49" E	21.35'
E35	S 01°05'11" E	51.91'
E36	S 88°54'49" W	21.79'
E37	S 01°05'11" E	10.00'
E38	N 88°54'49" E	21.79'
E39	S 01°05'11" E	45.02'
E40	S 88°55'12" W	3.84'
E41	S 01°04'48" E	5.11'
E42	N 01°07'05" W	42.06'
E43	S 01°07'05" E	14.07'
E44	N 88°52'55" E	10.00'
E45	N 01°07'05" W	2.50'
E46	S 01°07'05" E	2.50'
E47	N 88°52'55" E	16.92'
E48	S 88°52'49" W	10.89'
E49	N 22°34'57" W	24.48'
E50	N 64°55'47" W	48.62'
E51	S 82°04'06" W	16.72'
E52	N 01°07'05" W	46.02'
E53	S 01°02'39" E	7.42'
E54	N 88°57'21" E	9.82'
E55	S 49°21'42" E	34.73'

EASEMENT LINE TABLE
EASEMENT DETAIL 2

LINE	BEARING	DISTANCE
E56	S 01°07'05" E	15.51'
E57	S 01°07'05" E	36.00'
E58	N 88°52'55" E	46.00'
E59	N 88°52'55" E	51.73'
E60	S 01°07'05" E	10.11'
E61	S 88°52'55" W	26.00'
E62	N 88°52'55" E	72.24'
E63	S 88°52'55" W	6.24'
E64	S 01°07'05" E	36.00'
E65	S 01°07'05" E	10.10'
E66	N 45°49'09" W	22.38'
E67	N 87°39'16" E	15.97'
E68	S 42°24'41" W	36.72'
E69	N 25°28'28" E	22.12'
E70	S 68°18'30" E	15.00'
E71	S 24°28'46" W	15.49'
E72	N 01°07'05" W	8.50'
E73	N 88°52'55" E	10.00'
E74	S 01°07'05" E	8.50'
E75	N 01°07'05" W	8.50'
E76	N 88°52'55" E	10.00'
E77	S 01°07'05" E	8.50'
E78	N 56°09'50" W	40.98'
E79	N 88°52'49" E	25.00'
E80	N 01°07'05" W	5.14'
E81	N 88°52'55" E	10.00'
E82	S 01°07'05" E	12.20'
E83	N 44°37'31" E	25.05'
E84	N 50°40'36" W	12.33'
E85	S 01°07'05" E	9.50'
E86	S 88°52'55" W	10.00'
E87	N 01°07'05" W	9.50'
E88	S 46°07'05" E	26.05'
E89	S 43°52'55" W	10.00'
E90	N 46°07'05" W	36.05'
E91	S 01°07'05" E	10.20'
E92	S 88°52'55" W	10.00'
E93	N 01°07'05" W	10.20'
E94	S 01°07'05" E	29.55'
E95	S 46°07'05" E	21.84'
E96	S 01°05'11" E	15.00'
E97	N 46°07'05" W	34.27'
E98	N 01°07'05" W	35.76'
E99	N 61°53'58" W	3.15'
E100	S 01°07'05" E	29.50'
E101	S 88°52'55" W	10.00'
E102	N 01°07'05" W	29.50'
E103	S 01°07'05" E	11.67'
E104	S 88°52'55" W	10.00'
E105	N 01°07'05" W	5.37'
E106	S 01°07'05" E	29.50'
E107	S 88°52'55" W	10.00'
E108	N 01°07'05" W	29.50'
E110	S 88°52'55" W	10.00'
E111	N 01°07'05" W	10.37'
E112	S 88°52'55" W	11.90'
E113	N 46°07'05" W	1.64'
E114	S 43°52'55" W	2.45'
E115	S 43°57'21" W	21.77'
E116	N 88°57'21" E	32.06'
E117	N 43°57'21" E	13.48'
E118	N 43°52'55" E	6.59'
E119	N 46°07'05" W	8.71'
E120	N 01°07'05" W	11.90'
E121	S 88°52'55" W	34.35'
E122	N 88°52'55" E	34.33'
E123	S 88°52'55" W	34.14'
E124	N 88°52'55" E	34.13'
E125	S 73°01'39" W	35.49'
E126	N 73°01'39" E	35.47'
E127	S 01°07'05" E	29.50'
E128	S 88°52'55" W	10.00'
E129	N 01°07'05" W	29.50'
E130	S 01°07'05" E	8.50'
E131	S 88°52'55" W	10.00'
E132	N 01°07'05" W	8.50'
E133	N 88°52'55" E	8.50'
E134	S 01°07'05" E	10.00'
E135	S 88°52'55" W	8.50'
E136	N 88°52'55" E	29.50'
E137	S 01°07'05" E	10.00'
E138	S 88°52'55" W	29.50'
E139	N 01°07'05" W	8.50'
E140	N 88°52'55" E	10.00'
E141	S 01°07'05" E	8.50'
E142	N 01°07'05" W	29.50'
E143	N 88°52'55" E	10.00'
E144	S 01°07'05" E	29.50'
E145	S 88°52'55" W	6.96'
E146	N 01°07'05" W	10.00'
E147	N 88°52'55" E	4.14'
E148	S 43°52'55" W	8.08'
E149	N 46°07'05" W	10.00'
E150	N 43°52'55" E	8.08'
E151	N 88°52'55" E	8.52'
E152	S 01°07'05" E	10.00'
E153	S 88°52'55" W	7.91'
E154	S 01°07'05" E	29.50'
E155	S 88°52'55" W	10.00'
E156	N 01°07'05" W	29.50'
E157	S 01°07'05" E	11.41'
E158	S 88°52'55" W	10.00'
E159	N 01°07'05" W	4.80'
E160	N 01°07'05" W	29.50'
E161	N 88°52'55" E	10.00'
E162	S 01°07'05" E	29.50'
E163	N 01°07'05" W	8.50'
E164	N 88°52'55" E	7.50'
E165	N 01°07'05" W	27.50'
E166	N 88°52'55" E	17.67'
E167	S 01°07'05" E	10.00'
E168	S 88°52'55" W	7.67'
E169	S 01°07'05" E	26.00'

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, MERYL STREET LP is the owner of that certain tract of land, situated in the City of Anna, in the Thomas Rattan Survey, Abstract No. 782 of Collin County, Texas and being all of Lot 8, Block A of Anna Retail Addition, an addition to the City of Anna according to the plat thereof, recorded in Book 2022, Page 471, Plat Records, Collin County, Texas (P.R.C.C.T.) and being further described in a deed to Meryl Street LP, recorded in Document No. 20250000017289, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "ypassociates.com", found on the west right-of-way line of Throckmorton Drive (Buddy Hayes Boulevard to the south) for the southeast corner of the above described Lot 8, Block A and same being the northeast corner of Lot 2, Block A of Gateway At Buddy Hayes, an addition to the City of Anna according to the plat thereof, recorded in Book 2023, Page 401, P.R.C.C.T.;

THENCE: South 88 deg. 57 min. 21 sec. West, along the common line of said Lot 8, Block A and Lot 2, Block A, a distance of 1,085.92 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "ypassociates.com", found for the southwest corner of said Lot 8, Block A and same being the southeast corner of Lot 7, Block A of the above described Anna Retail Addition;

THENCE: North 01 deg. 02 min. 41 sec. West, along the common line of Lot 8, Block A and Lots 7 and 6, Block A, a distance of 386.52 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "ypassociates.com", found for the northeast corner of said Lot 6, Block A and same being the southeast corner of Lot 5, Block A of Anna Retail Addition, according to the plat recorded in Book 2022, Page 158, P.R.C.C.T.;

THENCE: North 01 deg. 02 min. 37 sec. West, along the common line of said Lot 8 and Lot 5, Block A, a distance of 121.70 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "ypassociates.com", found for the westerly Northwest corner of said Lot 8, Block A and same being the northeast corner of said Lot 5, Block A and same being on the south line of Lot 1R, Block A;

THENCE: North 88 deg. 57 min. 22 sec. East, along the common line of said Lot 8 and Lot 1R, a distance of 69.28 feet to a mag nail with a steel washer, stamped "RPLS 4701", set for an inside ell corner of said Lot 8 and the southeast corner of said Lot 1R;

THENCE: North 01 deg. 03 min. 24 sec. West, continuing along said common line, a distance of 25.50 feet to a mag nail with a steel washer, stamped "ypassociates.com" for the northerly northwest corner of said Lot 8 and same being the southwest corner of Lot 9, Block A;

THENCE: North 88 deg. 52 min. 55 sec. East, along the common line of said Lot 8 and Lot 9, at a distance of 435.85 feet, passing the southeast corner of said Lot 9 and the southwest corner of Lot 3R, Block A and continuing along the common line of said Lot 8 and Lot 3R for a total distance of 900.04 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set on the west right-of-way line of the above described Throckmorton Drive for the northeast corner of said Lot 8 and the southeast corner of said Lot 3R and said point being in a non-tangent curve to the left, having a radius of 736.66 feet, a central angle of 08 deg. 58 min. 50 sec. and a chord that bears South 23 deg. 39 min. 34 sec. East – 115.35 feet;

THENCE: Along the common line of said Lot 8 and Throckmorton Drive and with said curve to the left, an arc distance of 115.47 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "ypassociates.com", found for the point of reverse curve to the right, having a radius of 660.00 feet, a central angle of 27 deg. 00 min. 04 sec. and a chord that bears South 14 deg. 35 min. 12 sec. East – 308.16 feet;

THENCE: Continuing along said common line and with said curve to the right, an arc distance of 311.03 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "ypassociates.com", found for corner at the end of said curve;

THENCE: South 01 deg. 05 min. 11 sec. East, continuing along said common line, a distance of 128.81 feet to the POINT OF BEGINNING and containing 561,149 square feet or 12.882 acres of land.

EASEMENT CURVE TABLE – EASEMENT DETAIL 1

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
CE1	19°34'50"	650.68'	222.37'	S 10°53'27" E	221.29'
CE2	4°46'22"	746.66'	62.20'	S 25°45'46" E	62.18'
CE3	6°27'14"	650.68'	73.29'	S 24°50'44" E	73.26'

EASEMENT CURVE TABLE – EASEMENT DETAIL 2

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
CE4	90°00'00"	5.00'	7.85'	S 46°07'05" E	7.07'
CE5	90°00'00"	30.00'	47.12'	S 46°07'05" E	42.43'
CE6	90°00'00"	56.00'	87.96'	S 46°07'05" E	79.20'
CE7	90°00'00"	30.00'	47.12'	S 46°07'05" E	42.43'
CE8	90°00'00"	30.00'	47.12'	S 43°52'55" W	42.43'
CE9	4°50'25"	30.00'	2.53'	S 03°32'17" E	2.53'
CE10	43°35'36"	56.00'	42.61'	N 69°19'17" W	41.59'
CE11	43°35'36"	30.00'	22.83'	N 69°19'17" W	22.28'
CE12	90°00'00"	30.00'	47.12'	S 43°52'55" W	42.43'
CE13	90°00'00"	30.00'	47.12'	N 46°07'05" W	42.43'
CE14	90°00'00"	56.00'	87.96'	N 46°07'05" W	79.20'
CE15	90°00'00"	30.00'	47.12'	S 43°52'55" W	42.43'
CE16	90°00'00"	30.00'	47.12'	N 46°07'05" W	42.43'
CE17	90°00'00"	30.00'	47.12'	N 46°07'05" W	42.43'
CE18	90°00'00"	30.00'	47.12'	N 43°52'55" E	42.43'
CE19	90°00'00"	30.00'	47.12'	S 46°07'05" E	42.43'
CE20	180°00'00"	30.00'	94.25'	S 01°07'05" E	60.00'
CE21	90°00'00"	30.00'	47.12'	N 46°07'05" W	42.43'
CE22	60°00'00"	30.00'	31.42'	N 28°52'55" E	30.00'
CE23	60°00'00"	10.00'	10.47'	N 88°52'55" E	10.00'
CE24	60°00'00"	30.00'	31.42'	S 31°07'05" E	30.00'
CE25	90°00'00"	56.00'	87.96'	S 46°07'05" E	79.20'
CE26	90°00'00"	30.00'	47.12'	N 43°52'55" E	42.43'
CE27	90°00'00"	30.00'	47.12'	S 46°07'05" E	42.43'
CE28	90°00'00"	30.00'	47.12'	S 46°07'05" E	42.43'
CE29	43°26'26"	30.00'	22.75'	S 20°36'08" W	22.20'
CE30	43°26'26"	56.00'	42.46'	S 20°36'08" W	41.45'
CE31	4°50'25"	56.00'	4.73'	S 03°32'17" E	4.73'
CE32	94°50'25"	30.00'	49.66'	S 41°27'43" W	44.18'
CE33	90°00'00"	30.00'	47.12'	N 46°07'05" W	42.43'
CE34	2°24'40"	207.50'	8.73'	S 02°19'25" E	8.73'
CE35	5°33'56"	192.50'	18.70'	N 03°54'03" W	18.69'
CE36	9°13'33"	92.50'	14.89'	N 66°30'44" W	14.88'

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MERYL STREET LP, does hereby adopt this Final Plat designating the herein above described property as ANNA RETAIL ADDITION, LOT 8R, BLOCK A, being a replat of Lot 8, Block A, Anna Retail Addition, recorded in Book 2022, Page 471, Plat Records, Collin County, Texas, do hereby dedicate to the public use forever, the streets and easements shown hereon for the purpose as indicated. The Firelane, Drainage, Mutual Access and Utility Easement being hereby dedicated for the mutual use and accommodation of the City of Anna and all public utilities desiring to use or using same. All and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in any way, endanger or interfere with the construction, maintenance or efficiency of its respective systems on said easements, and the City of Anna and all public utilities shall, at all times, have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its respective systems, without the necessity at any time, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

WITNESS MY HAND in COLLIN COUNTY, TEXAS, this the _____ day of _____ , 2026.

APFC ANNA APARTMENTS SLP, LLC,
a Texas limited liability company

By: Anna Public Facility Corporation,
a Texas public Facility corporation,
its sole member

By: _____
Name: Stan Carver II
Title: President

STATE OF TEXAS §
COUNTY OF COLLIN §

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

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____ , 2026.

_____
Notary Public, State of Texas

SURVEYORS' CERTIFICATE

That I, **LAWRENCE H. RINGLEY**, do hereby certify that I have prepared this plat and the field notes shown hereon from an on the ground survey of the land, and this plat is a true, correct and accurate representation of the physical evidence found at the time of the survey; that the corner monuments shown hereon were found and/or placed under my personal supervision. This plat was prepared in accordance with the platting rules and regulations of the City of Anna, Texas.

DATED this the_____ day of _____, 2026.

_____
Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 2026.
by the Planning & Zoning Commission, City of Anna, Texas.

_____
Planning & Zoning Commission Chair

_____
Director of Development Services

FP 26-0011

FINAL PLAT

LOT 8R, BLOCK A
ANNA RETAIL ADDITION
12.882 Acres

a replat of
Lot 8, Block A, Anna Retail Addition,
recorded in
Book 2022, Page 471, Plat Records, Collin County, Texas
situated in the
Thomas Rattan Survey, Abstract No. 782
City of Anna, Collin County, Texas
Date of Preparation: 06/25/2024

OWNER:

MERYL STREET LP
Stan Carver II, President
1270 W. 7th Street
Anna, Tx 75409-3308

SURVEYOR:

RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266
LHR@ringley.com

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Stack	06/26/2024	N.T.S.	2023-035	2023-035-RP.DWG	4 of 4

Item No. 6.a.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 8/3/2026
Staff Contact: Lauren Mecke

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding an Ordinance amending the Sherley Farms Planned Development.

SUMMARY:
Tellus and city staff have worked together to provide clarification of the Building Articulation standards that will allow a broad range of homebuilders into the Sherley Farms development and provide clarification of the timing for the amenities delivery that conflicted with the Development Agreement.

The previous Ordinance (Ord. No. 1137-2025-02) did not include the written development standards attached. For ease of use, staff is proposing to provide the development standards from the Development Agreement with the modification as outlined in the attached summary.

BACKGROUND:

Date Submitted	6/8/2026	**Jurisdiction**	City of Anna
Owner	Tellus Texas III LLC & Sherley Partners LTD		
Representative/Applicant	Justin Craig		
Requested Action	Approve an amendment to the Planned Development		
Purpose	Provide clarification of building articulation, amenity timing, and fence requirements		
Land Area	1,127.6± acres		
Location	North and south sides of E. Rosamond Parkway (F.M. 2862), 980± feet east of N. Leonard Avenue (CR 425)		
Public Notice	7/23/2026		
Surrounding Properties			
	Land Use	**Zoning**	**Comp Plan Designation**
North	Single Family Rural Residential, and Vacant Land	Agricultural, Single-Family Residential – Large Lot, and Extraterritorial Jurisdiction (ETJ),	Rural Living

		Two-Family (TF), Single-Family Residential-7.2	
East	Ranching and Agriculture and Vacant Land	Extraterritorial Jurisdiction (ETJ)	Rural Living
South	Single Family Rural Residential, Vacant Land	Planned Development-Commercial, Single-Family Residential – Large Lot (SF-E), Planned Development – Residential, Extraterritorial Jurisdiction (ETJ)	Suburban Living
West	Ranching and Agriculture, Cluster Residential, Park and School	Extraterritorial Jurisdiction (ETJ), Agriculture (AG), Single- Family Residential – Large Lot (SF-E)	Rural Living

This request does not change the land uses within the Planned Development but rather provides clearer information for staff, the developer, property owners (present & future), and homebuilders as it relates to the timing of the amenity center construction, building materials and articulation, and fence requirements. The Summary of Amendments exhibit provides a redline of the changes with staff commentary.

Amenity Completion Timeframe

Staff and Tellus began working on the amenity center site when a conflict within the Development Agreement was brought forward as it related to the timing of completion. The Developer is committing to a stricter timeframe.

Masonry, Building Articulation, & Fence Requirements

Staff began answering questions from homebuilders such as Olivia Clarke Homes and meeting with representatives from James Hardie™ about the masonry requirements. To provide a variety in the look and building articulation with developments, the proposed changes allow cementitious fiberboard as an acceptable masonry product. Knowing that we would be opening up the Development Standards, staff and Tellus went back through the previously approved standards to provide better clarification.

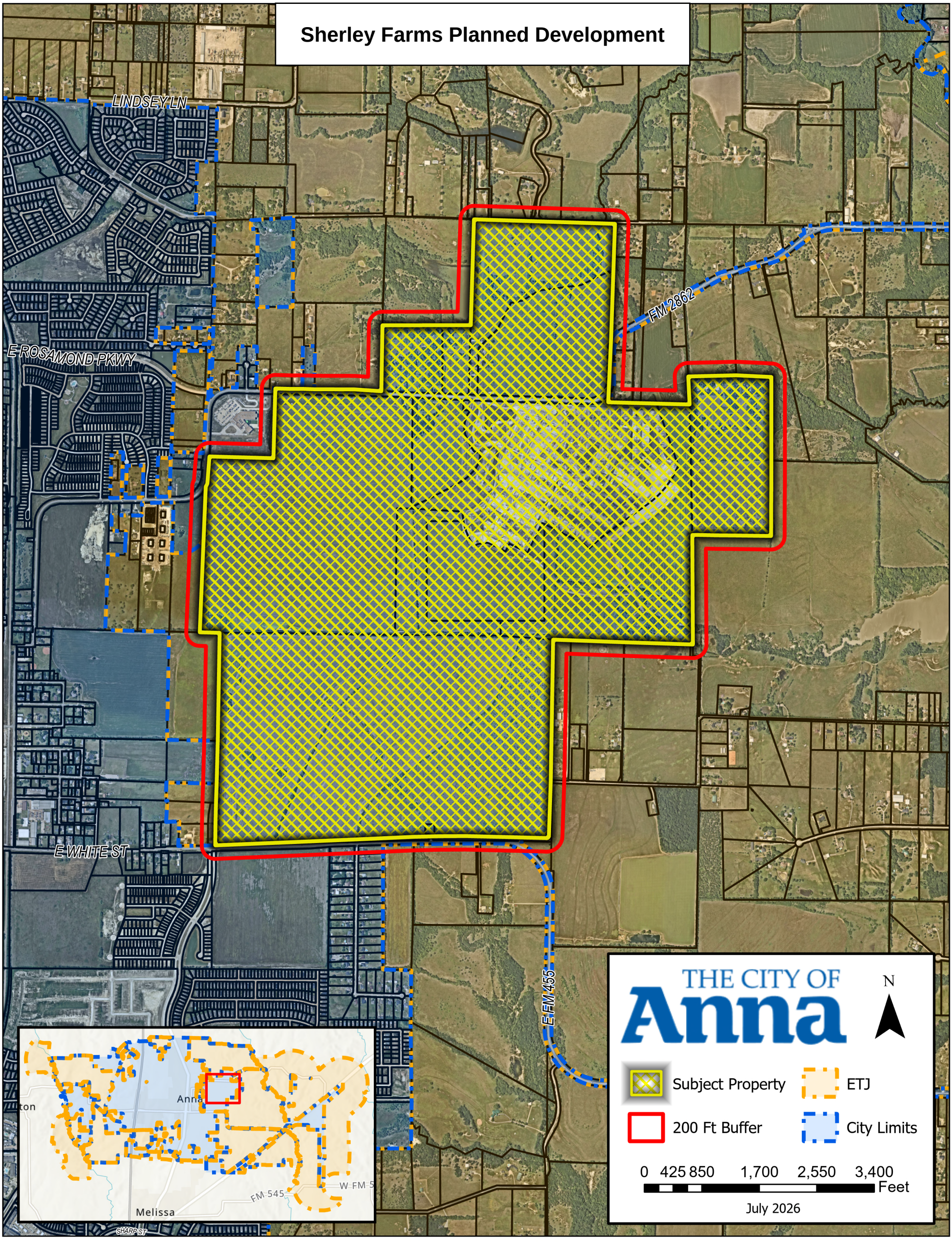
Additionally, the previous Ordinance (Ord. No. 1137-2025-02) did not include the written development standards provided within the Development Agreement (Res. No. 2024-12-1716). This amendment will include the entire text for ease of access. The Ordinance and Development Agreement are attached for reference.

ATTACHMENTS:

1. Map - Sherley Farms (TA 26-0003)

2. Exhibit (Summary of amendments) - Sherley Farms (TA 26-0003)
3. Reference (Zoning) - Sherley Farms (TA 26-0003)
4. Reference (Dev Agreement) - Sherley Farms (TA 26-0003)
5. Elevations from 2024-10-22 Sherley Farms - Anna Council Workshop Presentation
6. Example of Oliva Clarke - Carmichael
7. Example of Oliva Clarke - Logan

Sherley Farms Planned Development



Blue Text – staff commentary

Black Text – as currently written in the PD

Green underlined Text – added text

~~Red Strikethrough Text~~ – removed text

Edit of Section 4 Amenities to be consistent with the Development Agreement and be clear regarding the completion timing:

Section 4. Amenities

[…] Construction for this amenity center shall commence prior to the issuance of the ~~300th~~ 250th single family building permit and shall be complete twenty-four (24) months after the issuance of the 250th building permit.

Editing of Section 7 includes:

1. Fixing the lot types to tie accurately to the categories.
2. Allowing cementitious fiberboard as a masonry product.
3. Providing clarification on the building articulation categories.
4. Increasing the minimum porch size to count as one of the building articulations.

Section 7. Site Design Requirements

(1) FOR LOT TYPES A (~~1/2 acre~~ 100' lots), B (~~100'~~ 90' lots), C (~~90'~~ 80' lots) and D (~~80'~~ 70' lots):

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of seventy-five percent (75%) masonry (brick, stone, cementitious fiber board, or stucco). ~~Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story.~~ Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

~~ii. To promote architectural variety, a maximum of 25% of the homes on lot types A, B, C, and D may have up to 100% cementitious fiber board ("Craftsman Style" homes) so long as the following conditions are met:~~

- ~~Wrap around covered porches are provided on the first floor that total a minimum of 150 square feet.~~

- ~~No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim).~~
- ~~The surface area of windows surrounded completed by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.~~

(2) FOR LOT TYPES E (70' lots), F (60' lots), G (50' lots), H (40' lots):

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) masonry (brick, stone, cementitious fiber board, or stucco). ~~Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story.~~ Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

~~ii. To promote architectural variety, a maximum of 35% of the homes on lot types E, F, G and H may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:~~

- ~~Wrap around covered porches are provided that total a minimum of 150 square feet.~~
- ~~No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)~~
- ~~The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.~~

[…]

(11) Building Articulation. At least four facade articulation techniques from one or more of the following categories are required on each single-family dwelling to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(A) One of the following:
- A base course or plinth course;
- Banding, moldings, or stringcourses;
- Quoins;

- Oriels;
- Cornices;
- Arches;
- Balconies;
- Brackets;
- Shutters;
- Keystones;
- Dormers; or
- Louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- ~~Dormers or~~ Gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances
- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

(B) Horizontal banding continues the length of the wall that faces a street or other similar highly visible areas.

(C) Front porch of at least ~~50~~ 60 square feet.

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

(E) Other techniques for building articulation can be substituted if approved by the Director.

[…]

(d) Single-Family Attached , Garden Home, Two-Family Dwelling and Cottage Home Standards

(1) FOR LOT TYPES I (Single-Family Attached), J (Garden Homes), Two-Family Dwelling and Cottage Homes:

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) masonry (brick, stone, cementitious fiber board, or stucco). ~~but may only constitute fifty percent (50%) of the area for stories other than the first story~~. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

~~ii. To promote architectural variety the Garden Homes and Cottage Homes may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:~~

- ~~Covered porches are provided that total a minimum of 150 square feet.~~
- ~~No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)~~
- ~~The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.~~

(2) Building Articulation. At least two facade articulation techniques from one or more of the following categories are required on each detached or attached residential dwelling unit to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(A) One of the following:

- A base course or plinth course;
- Banding, moldings, or stringcourses;
- Quoins;
- Oriels;
- Cornices;
- Arches;
- Balconies;
- Brackets;
- Shutters;

- Keystones;
- Dormers; or
- Louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- ~~Dormers or~~ Gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances
- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

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

(C) Front porch of at least ~~50~~ 60 square feet.

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

(E) Other techniques for building articulation can be substituted if approved by the Director.

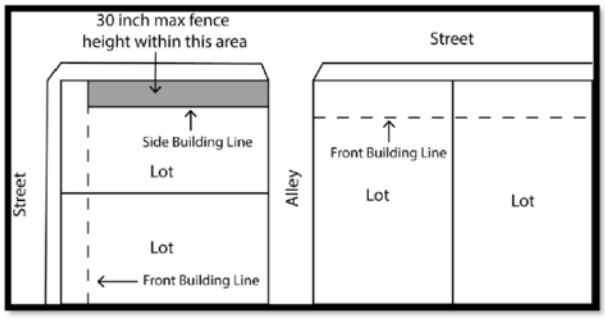
Editing of Section 8 is to provide clarification for fencing within side yards. This is a common question when the rear property line abuts the side property line of the neighboring lot. The reason for the zoning requirement is to ensure the adjacent property is given ample visibility when pulling out of their driveway.

Section 8. Zoning Landscaping Changes

Revise 9.046.d.2.B to read:

On all residential district corner lots where the rear lot line is opposed to a side lot line across an alley from that side lot line, no fence exceeding 30 inches in height if built of solid / view obstructing materials shall be constructed upon or within the side yard that is next to the street at a distance from the side building line greater than the minimum side yard requirement unless constructed of materials such as metal / wrought iron through which approaching traffic may be viewed from the opposing street (i.e. a View Fence), as indicated in Figure 11: Fence near Alley.

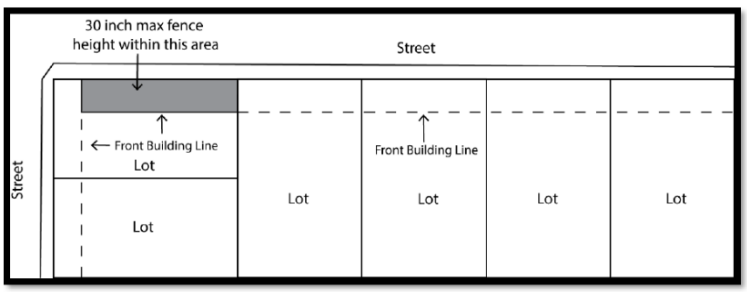
Figure 11: Fence near Alley



Revise 9.046.d.2.C to read:

On all residential district corner lots that are key lots, the corner lot shall have a side yard setback line that is the same as the front building line of the lot that it backs up to. If a fence is to encroach into the side yard setback of the Key Lot then it may not ~~on both streets, unless that key lot is separated from other lots by a dedicated street or alley. Where the lot lines are opposed to a side lot line of an adjoining lot, no fence~~ exceed~~ing~~ 30 inches in height if built of solid / view obstructing materials or shall be constructed of materials such as metal / wrought iron through which approaching traffic may be viewed from the opposing street (i.e a View Fence) ~~between the front building lines and the side yard line of the abutting lot,~~ as indicated in Figure 12: Fence at Corner (Key Lot).

Figure 12: Fence at Corner (Key Lot)



CITY OF ANNA, TEXAS
(Property rezoned under this ordinance is generally located on the north and south sides of E. Rosamond Parkway (F.M. 2862), 980± feet east of N. Leonard Avenue (CR 425))

ORDINANCE NO. 1137-2025-02

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED $2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City Council received an annexation petition and requested to establish zoning on Property described in Exhibit A ("Property") and depicted in Exhibit B ("Illustrative Plan") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the north and south sides of E. Rosamond Parkway (F.M. 2862), 980± feet east of N. Leonard Avenue (CR 425), is being zoned to Planned Development/Agricultural (AG)/Mixed Use (MU)/Industrial-1 (I-1) (PD/AG/MU/I-1); and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. **Recitals Incorporated**

The above recitals are incorporated herein by reference for all purposes.

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A and depicted in Exhibit B to Planned Development/Agricultural (AG)/Mixed Use (MU)/Industrial-1 (I-1) (PD/AG/MU/I-1) with the additional restrictions as follows:

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

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 5. **Penalty**

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed $2,000 for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

Section 6. **Publication of the Caption and Effective Date**

This ordinance shall be effective upon its passage by the City Council, approval by the Mayor, and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

PASSED by the City Council of the City of Anna, Texas this 25th day of February 2025.

ATTESTED: APPROVED:

Carrie L. Land, City Secretary

THE CITY OF Anna TEXAS 1913

Pete Cain, Mayor

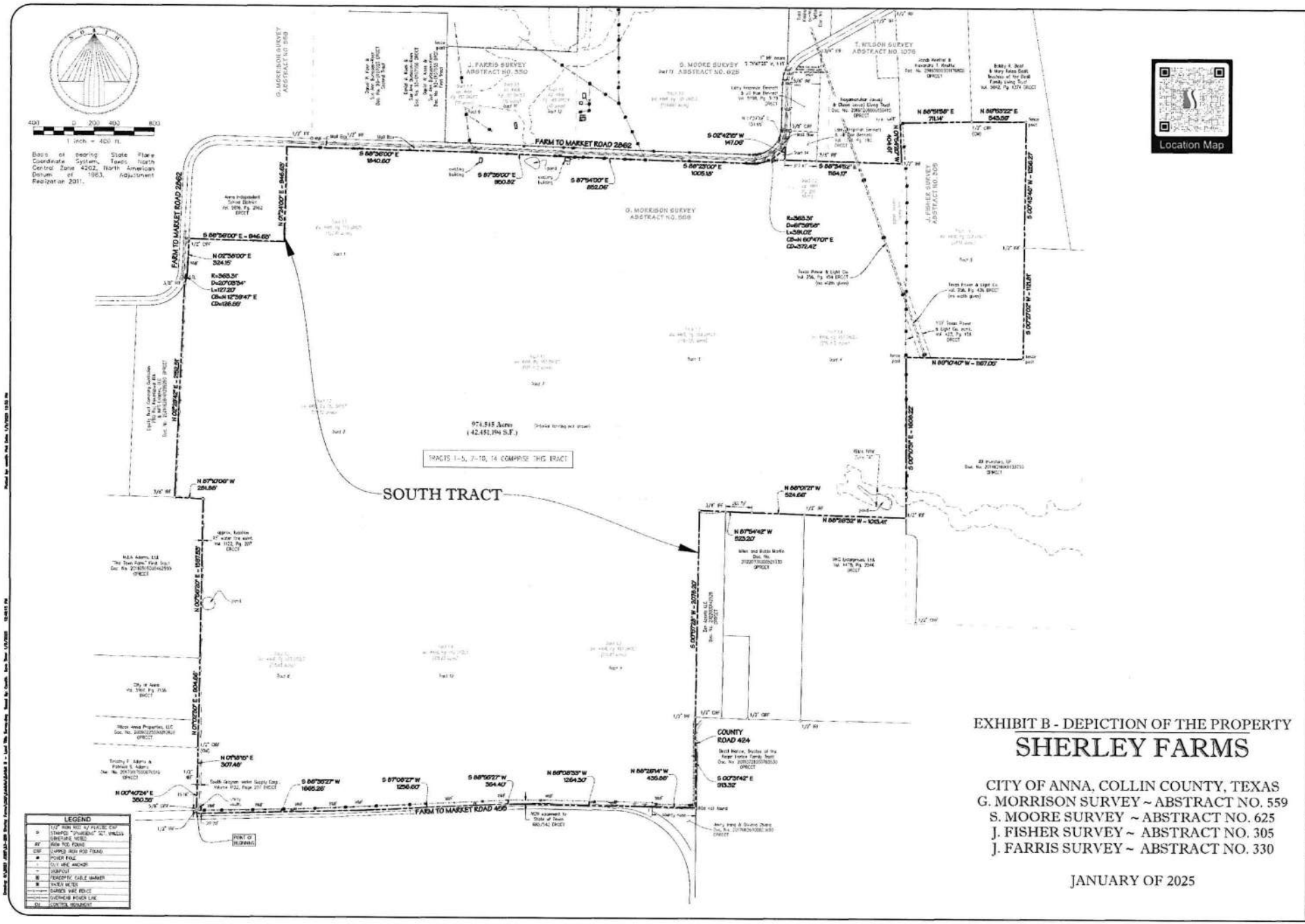


EXHIBIT B - DEPICTION OF THE PROPERTY

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559
S. MOORE SURVEY ~ ABSTRACT NO. 625
J. FISHER SURVEY ~ ABSTRACT NO. 305
J. FARRIS SURVEY ~ ABSTRACT NO. 330

JANUARY OF 2025

SPIARS ENGINEERING & SURVEYING

ALTA/NSPS LAND TITLE SURVEY
CIYT OF ANNA
COLLIN COUNTY, TEXAS
Sherley Farms

Issue Dates: 1/29/24

Revisions	Date
Title objection letter addressed	4/4/24
new commitment issued	4/25/24
boundary revised	10/8/24

Scale: 1" = 400'
Drawn By: ED
Checked By: DKB
Sheet 1 of 3
JOB # 23-288

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 163 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a point in Farm to Market Road 455, a variable width public right-of-way, being the recognized southwest corner of a right-of-way easement to the State of Texas, recorded in Volume 685, Page 543 DRCCT, from which a 1/2" iron rod found for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170111000070510, Official Public Records, Collin County, Texas (OPRCCT), bears N 00°40'24" E, 29.20 feet;

THENCE N 00°40'24" E, through said right-of-way, passing at 29.20 feet said 1/2" iron rod found, and continuing along the east line of said Adams tract, passing at 19.10 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 350.25 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'35" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 ORCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" First Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000482590 OPRCCT;

THENCE N 00°56'20" E, 1997.53 feet along the east line at said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'06" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kakarlapudi IRA and NKS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the west line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E – 126.55 feet, an arc length of 127.29 feet;

THENCE N 02°38'09" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2982 DRCCT;

THENCE S 88°26'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 990.82 feet;

S 87°54'00" E, 852.06 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E – 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Krapman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 ORCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'19" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Rajgamanohar Jaiveer and Chaya Asrajt Living Trust, recorded in Document No. 20180209000150410 OPRCCT, continuing a total distance of 1184.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'26" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20160902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Alice Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141016001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.61 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.09 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1808.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2546 ORCCT;

THENCE N 88°26'32" W, 1613.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Mike and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 20220803142528 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°21'42" E, 913.32 feet along said road to a mag nail found for a bend point thereof;

THENCE N 88°26'14" W, 433.88 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455, being the southeast corner of said right-of-way easement;

THENCE into and through said right-of-way, along the south line of said easement, the following:

N 89°08'33" W, 1284.30 feet;

S 88°55'27" W, 354.40 feet;

S 87°08'27" W, 1256.60 feet;

And S 88°35'27" W, 1865.26 feet to the POINT OF BEGINNING with the subject tract containing 42,451,194 square feet or 974.545 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS	
	First American Title Insurance Company, G.F. No. 1103-3410649-RTT (Effective 1/5/2024)
10(a)	Easement to Texas Power and Light Company, recorded in Volume 236, Page 434, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(b)	Easement to Texas Power and Light Company, recorded in Volume 296, Page 438, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(c)	Easement to Texas Power and Light Company, recorded in Volume 296, Page 453, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(d)	Easement to Texarkana Telephone and Telegraph Company, recorded in Volume 271, Page 564, Real Property Records, Collin County, Texas. AFFECTS, BLANKET IN NATURE
10(e)	Easement to Texas Power and Light Company, recorded in Volume 271, Page 573, Real Property Records, Collin County, Texas. AFFECTS, BLANKET IN NATURE
10(f)	Easement to Southwestern Bell Telephone Company, recorded in Volume 382, Page 444, Real Property Records, Collin County, Texas. AFFECTS, BLANKET IN NATURE
10(g)	Easement to Southwestern Bell Telephone Company, recorded in Volume 385, Page 443, Real Property Records, Collin County, Texas. AFFECTS, BLANKET IN NATURE
10(h)	Easement to Southwestern Bell Telephone Company, recorded in Volume 385, Page 451, Real Property Records, Collin County, Texas. AFFECTS, BLANKET IN NATURE
10(i-j)	Easement to Southwestern Bell Telephone Company, recorded in Volume 385, Page 469, Real Property Records, Collin County, Texas. AFFECTS, BLANKET IN NATURE
10(k)	Easement to Texas Power and Light Company, recorded in Volume 423, Page 556, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(l)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 187, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(m)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 222, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(n)	Easement to Collin County Soil Conservation District, recorded in Volume 558, Page 588, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(o)	Easement to the City of Anna, recorded in Volume 631, Page 34, Real Property Records, Collin County, Texas. NO DESCRIPTION THEREIN; UNABLE TO LOCATE
10(p)	Easement to Grayson-Collin Electric Cooperative, recorded in Volume 813, Page 151, Real Property Records, Collin County, Texas. VAGUE, OUTDATED DESCRIPTION; UNABLE TO LOCATE
10(q)	Easement to North Grayson Water Supply Corp., recorded in Volume 1122, Page 201, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(r)	Easement to Westminster Special Utility District, recorded in inst# 20190531000335310, Real Property Records, Collin County, Texas. AFFECTS, UNABLE TO LOCATE

EXHIBIT B - DEPICTION OF THE PROPERTY

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559
S. MOORE SURVEY ~ ABSTRACT NO. 625
J. FISHER SURVEY ~ ABSTRACT NO. 305
J. FARRIS SURVEY ~ ABSTRACT NO. 330

JANUARY OF 2025

SPIARS ENGINEERING & SURVEYING
305 Exeter Road, Suite 100 • Plano, TX 75025 • 972.422.0077
TX Firm No. 10194382 • TX Firm No. 10194382 • www.spiarseng.com

website

ALTA/NSPS LAND TITLE SURVEY
CITY OF ANNA
COLLIN COUNTY, TEXAS

Sherley Farms

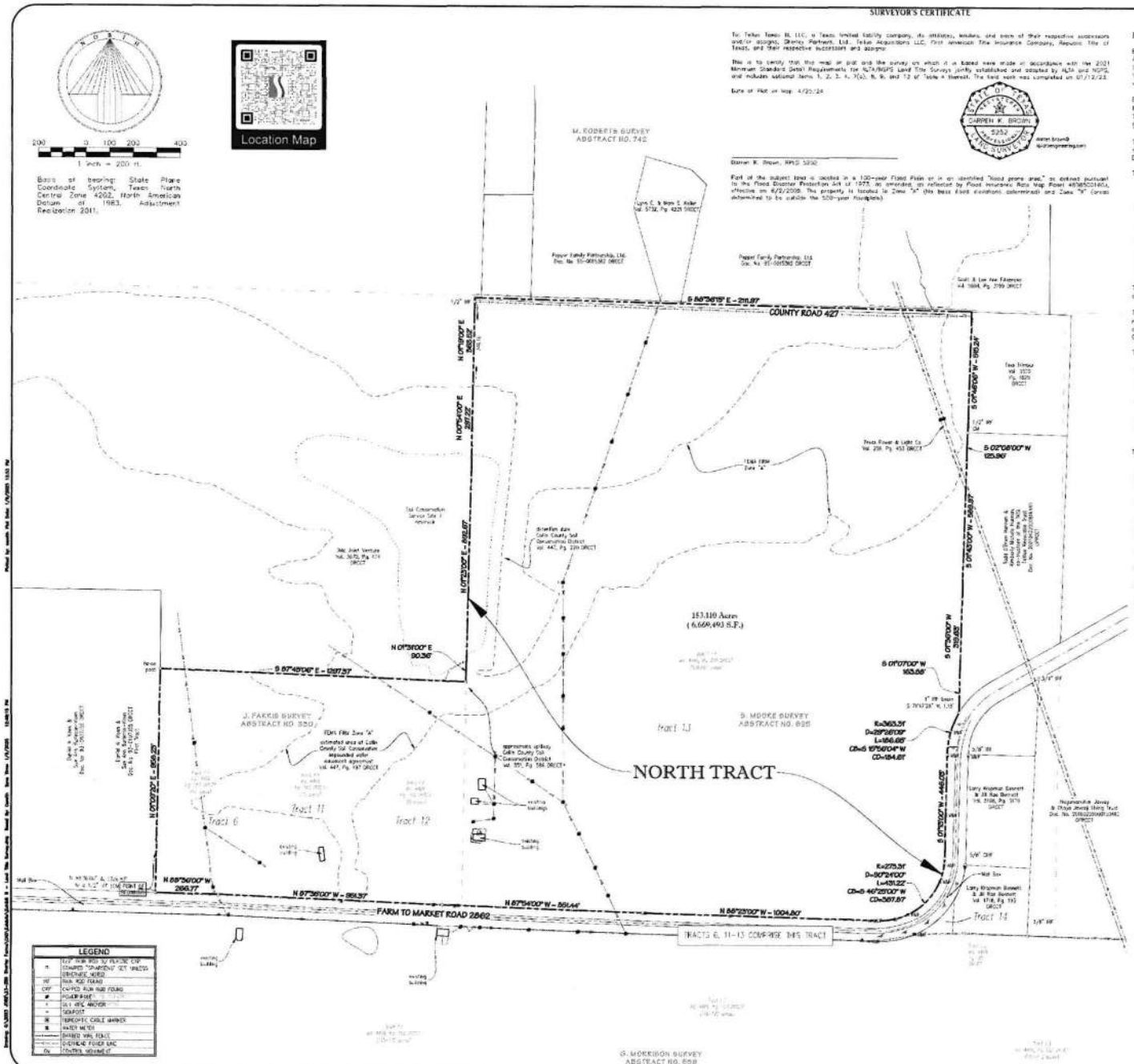
Revisions	Date
Title objection letter addressed	4/4/24
new commitment issued	4/25/24
boundary revised	10/8/24

Issue Dates: 1/29/24

Scale:
Drawn By: ED
Checked By: DKB

Sheet 2
of 3

JOB # 23-288



Surveyor's Certificate

To: Telkoi Texas III, LLC, a Texas limited liability company, its affiliates, lenders, and each of their respective successors and/or assigns, Sherley Partners, Ltd., Telkoi Acquisitions LLC, First American Title Insurance Company, Republic Title of Texas, and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 7(a), 8, 9, and 13 of "Table A" thereof. The field work was completed on 01/12/23.

Date of Plat or Map: 4/25/24

Darren K. Brown, RPLS 5252

Part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48085C0140J, effective on 6/25/2008. This property is located in Zone "X" (the base flood elevations determined) and Zone "X" (areas determined to be outside the 500-year floodplain).

Metes and Bounds Description

BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 625, in Collin County, Texas, being part of Tract 1.7, recorded in Volume 4486, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.5 and 1.6, recorded in Volume 4486, Page 182 DRCCT, and all of Tract 1.1, recorded in Volume 4486, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 90'-foot-wide right-of-way, for the southeast corner of the "First Tract" conveyed to Daniel W. Keen and Sue Ann Burleson-Keen, recorded in Document No. 93-0107055 DRCCT, from which a 1/2" iron rod found bears N 88°36'00" W, 1326.83 feet;

THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to 3Mc Joint Venture, recorded in Volume 3670, Page 174 DRCCT;

THENCE along the common line thereof the following:

S 87°43'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 01°31'00" E, 90.36 feet to a point on the bank of a reservoir;

N 01°23'00" E, 892.87 feet to a point on the bank of a reservoir;

N 08°54'00" E, 297.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°19'00" E, passing at 346.16 feet a 1/2" iron rod found for witness, being on the south line of County Road 427, a public road, continuing into said road a total distance of 363.52 feet to a point for corner;

THENCE S 88°36'15" E, 2111.97 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Trimbur, recorded in Volume 5570, Page 1829 DRCCT;

THENCE S 01°46'06" W, 515.24 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Hannon and Kimberly Michele Hannon, co-trustees, of the TKSL Tuition Revocable Trust, recorded in Document No. 20210042230080816440, Official Public Records, Collin County, Texas;

THENCE along the west line thereof, the following:

S 02°08'00" W, 125.98 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°43'00" W, 989.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°36'00" W, 319.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 01°07'07" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'28" W, 1.15 feet;

THENCE along the north line of said Farm to Market Road, the following:

A non-tangent curve to the left having a central angle of 29°26'09", a radius of 363.31 feet, a chord of S 15°56'04" W – 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 90°24'09", a radius of 273.31 feet, a chord of S 46°25'56" W – 387.87 feet, an arc length of 431.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

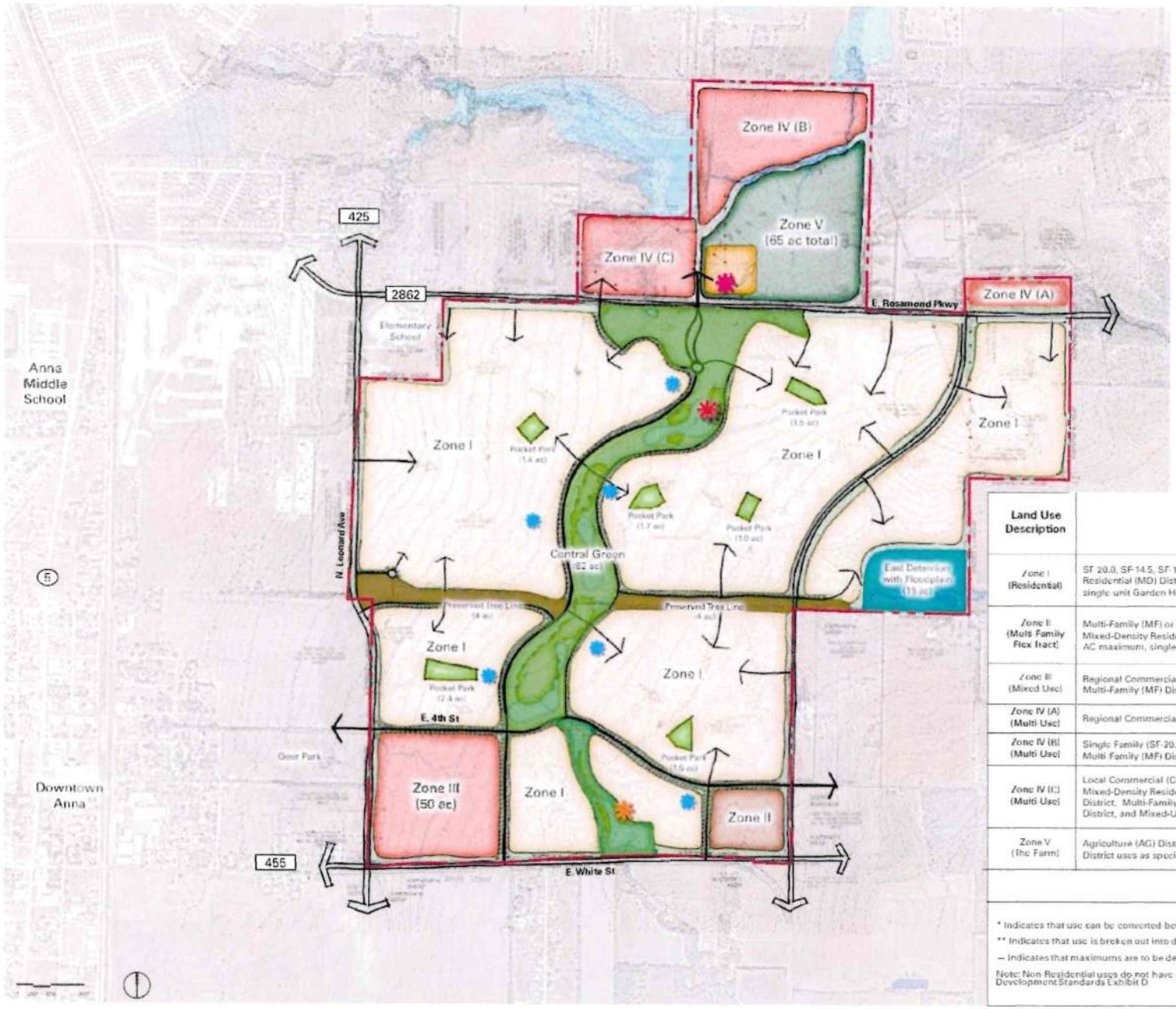
N 88°23'00" W, 1004.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°35'00" W, 951.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 88°36'00" W, 266.77 feet to the POINT OF BEGINNING with the subject tract containing 6,669,493 square feet or 153.110 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS	
First American Title Insurance Company GF No. 1202-1910661ATT Effective 1/5/2024	
10(a)	Easement to Texas Power and Light Company, recorded in Volume 208, Page 103, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(c)	Easement to Texas Power and Light Company, recorded in Volume 371, Page 513, Real Property Records, Collin County, Texas. AFFECTS, BLANKET IN NATURE
10(e)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 488, Real Property Records, Collin County, Texas. AFFECTS, BLANKET IN NATURE
10(n)	Easement to the State of Texas, recorded in Volume 497, Page 100, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(o)	Easement to the State of Texas, recorded in Volume 497, Page 133, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(p)	Easement to the State of Texas, recorded in Volume 498, Page 237, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(r)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 197, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(s)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 222, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(u)	Easement to Collin County Soil Conservation District, recorded in Volume 551, Page 586, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(v)	Easement to Grayson-Collin Electric Cooperative, recorded in Volume 853, Page 157, Real Property Records, Collin County, Texas. 45(A)E, ELEVATED DESCRIPTION, UNABLE TO LOCATE
10(z)	Easement to Westminster Ground Utility District, recorded in Instrument No. 20190503000573310, Real Property Records, Collin County, Texas. AFFECTS, UNABLE TO LOCATE



Open Space Summary		
	Central Green	+74 ac
	Preserved Tree Line	+8 ac
	East Detention with Floodplain	+15 ac
	Pocket Park	±10 ac
	Miscellaneous	+10 ac
	Total	±117 ac

Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting

Legend

- A Farm-style Amenity Center with operational farming facilities for the benefit of community residents and the broader community
- Amenity Center No. 1 - to be precisely located at the time of Phase 1 Preliminary Plat
- Amenity Center No. 2 - to be precisely located and construction to start prior to the issuance of the 1,750th building permit
- Sherley Squares - conceptual locations to be determined through the platting process

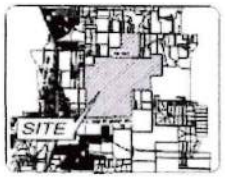
Land Use Description	Zoning Classification	Maximums	
		Single-Family (SF) DUs	Multi-Family (MF) DUs
Zone I (Residential)	SF 20.0, SF-14.5, SF-12.0, SF-10.5, SF 8.4, SF 72, SF-6.0, Mixed Density Residential (MD) District and Mixed Use (MU) District limited to 8 AC Maximum, single unit Garden Homes and single unit Townhomes	3,000	0
Zone II (Multi Family Flex Tract)	Multi-Family (MF) or SF 20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-72, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC maximum, single-unit Garden Homes and single-unit Townhomes	190*	200*
Zone III (Mixed Use)	Regional Commercial (C-2) District, Light Industrial (I-1) District, Multi-Family (MF) District, and Mixed-Density Residential (MD) District		600**
Zone IV (A) (Multi Use)	Regional Commercial (C-2) District and Light Industrial (I-1) District		
Zone IV (B) (Multi Use)	Single Family (SF-20.0) District, Single Family Cottage Residential District, and Multi Family (MF) District		
Zone IV (C) (Multi Use)	Local Commercial (C-1) District, Single Family Residential (SF20.0) District, Mixed-Density Residential (MD) District, Single Family Cottage Residential District, Multi-Family (MF) District, Agriculture (AG) District, Light Industrial (I-1) District, and Mixed-Use (MU) District		
Zone V (The Farm)	Agriculture (AG) District, Local Commercial (C-1) District and Mixed-Use (MU) District uses as specifically noted in Exhibit D Development Standards		
	TOTAL	3,190	800

* Indicates that use can be converted between single family and multi family as noted in the Development Standards Exhibit D.

** Indicates that use is broken out into different subcategories as noted in the Development Standards Exhibit D.

— Indicates that maximums are to be determined by site plans and plats as development occurs.

Note: Non Residential uses do not have a prescribed maximum other than available acreage and specific limits within the Development Standards Exhibit D



LOCATION MAP / KEY MAP

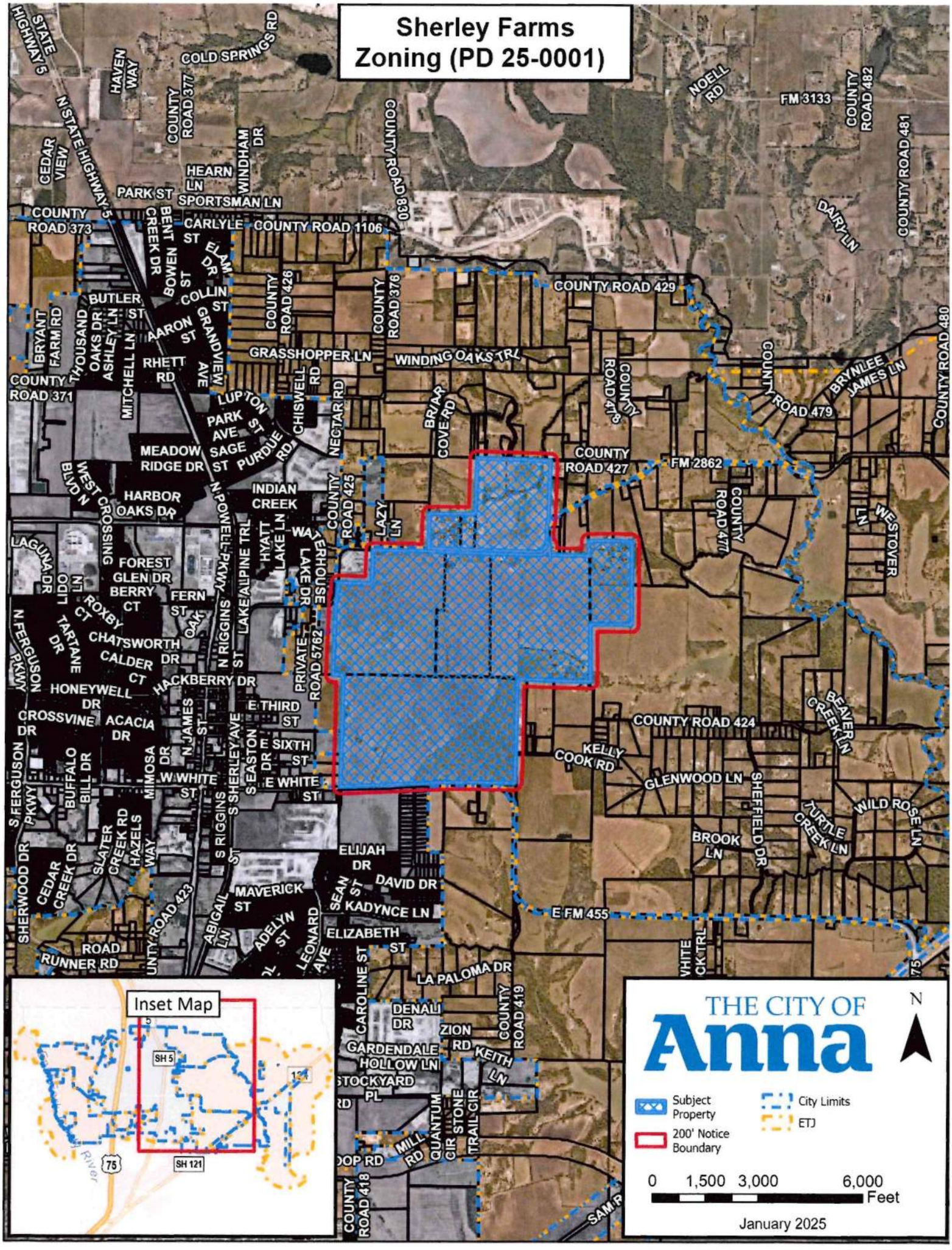
The information shown is based on the best information available and is subject to change without notice

EXHIBIT B - ILLUSTRATIVE LAYOUT

SHERLEY FARMS

PD25-0001

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY - ABSTRACT NO. 559


Sherley Farms
Zoning (PD 25-0001)
Inset Map
SH 5
SH 121
75
THE CITY OF
Anna
N
Subject Property
200' Notice Boundary
City Limits
ETJ
0 1,500 3,000 6,000
Feet
January 2025

CITY OF ANNA, TEXAS

RESOLUTION NO. 2024-12-1716

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE SHERLEY FARMS DEVELOPMENT AGREEMENT WITH TELLUS TEXAS III, LLC AND SHERLEY PARTNERS, LTD, RELATING TO DEVELOPMENT OF PROPERTY FOR A MIXED USE DEVELOPMENT

WHEREAS, Tellus Texas III, LLC and Sherley Partners, LTD (collectively, Developer) owns or controls approximately 1,123 acres of real property located in the municipal Extra-Territorial Jurisdiction of the City, in Collin County, Texas, (the "Property"); and

WHEREAS, the City Council and the Developer intend that the Property be developed in accordance with the Sherley Farms Development Agreement (the "Agreement") attached hereto as **Exhibit 1**:

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

Section 1. **Recitals Incorporated.**

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

Section 2. **Approval and Authority to Execute**

The City Council hereby approves the Sherley Farms Development Agreement, attached hereto as **Exhibit 1**, and authorizes the Mayor's execution of the same. The Mayor and/or City Manager are hereby authorized to execute all documents and take all other actions necessary to finalize, act under, and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 17th day of December 2024.

ATTESTED:

Carrie L. Land

Carrie L. Land, City Secretary

APPROVED:

Pete Cain, Mayor

THE CITY OF Anna TEXAS 1913

EXHIBIT 1

SHERLEY FARMS DEVELOPMENT AGREEMENT

This Sherley Farms Development Agreement (this "Agreement") is entered into by and between the CITY OF ANNA, TEXAS, a Texas home-rule municipality (the "City"), TELLUS TEXAS III, LLC, a Texas limited liability company and its successors and assigns ("Tellus"), and SHERLEY PARTNERS, LTD., a Texas limited partnership and its successors and assigns ("Owner" and together with Tellus, the "Developers") (each individually, a "Party," and collectively, the "Parties"), to be effective on the Effective Date.

SECTION 1
RECITALS

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

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

WHEREAS, Owner owns, and Tellus is under contract to purchase a portion of, the approximately 1,123 acres of real property, described by metes and bounds in **Exhibit A** (the "Property"); and

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

WHEREAS, it is intended that the Property, which is depicted in **Exhibit B**, be developed to contain single-family homes of various sizes, townhomes, multi-family, commercial and other mixed-use development constructed over multiple phases and is to be known and referred to as "Sherley Farms" (the "Project"), as generally depicted on the Illustrative Layout (as defined herein), which is attached hereto as **Exhibit C**, which may be revised as set forth in this Agreement, and in accordance with applicable City Regulations and the development standards set forth in certain proposed planned development standards ("Development Standards"), which Development Standards are attached hereto as **Exhibit D**; and

WHEREAS, the Illustrative Layout is intended to comply with the vision of the 2050 Comprehensive Plan; and

WHEREAS, the Owner and Tellus (to the extent Tellus has taken ownership of any portion of the Property) intend to file a voluntary petition for annexation of the Property; and

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

WHEREAS, the Developers desire and intend to design, construct and install and/or make financial contributions to certain Authorized Improvements to serve the Project; and

WHEREAS, in consideration of the Developers' agreements contained herein, the City shall use reasonable efforts to exercise its powers under Texas Local Government Code, Chapter 372 (the "PID Act") to create a PID (as defined herein) encompassing the Property to provide financing arrangements that will enable Developers to do the following in accordance with the

procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the PID Projects using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the PID Projects, the source of which reimbursement will be installment payments from Assessments within the PID, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, in consideration of the Developers' agreements contained herein, as allowed by law, the City agrees to exercise its powers under the TIRZ Act to create the TIRZ and to dedicate fifty percent (50%) of the City's ad valorem tax increment, less collection and administrative costs, attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of up to forty (40) years: (a) for property located in a Single-Family Subzone (as defined herein) to offset or pay a portion of any Assessment levied on assessed parcels within the PID for the costs of Authorized Improvements that qualify as TIRZ Projects under the TIRZ Act and (b) for property located in a Commercial Subzone, to the extent such property is not subject to Assessments or all ad valorem tax increment generated on a particular parcel in the Commercial Subzone is not needed to offset Assessments, to fund a Chapter 380 Grant as described herein; and

WHEREAS, after creation of the PID and the TIRZ, all of the City's administrative costs associated with the PID will be funded by the levy of Assessments on the Property in accordance with the PID Act, and all of the City's administrative costs associated with the TIRZ will be funded from the TIRZ Revenue in accordance with the TIRZ Act; and

WHEREAS, the City desires to provide certain economic incentives related to the commercial development on the portions of the Property designated for commercial development;

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

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the PID Projects and approved by the City Engineer or his designee and the costs associated with the administration of the PID and the issuance of the PID Bonds for each respective Phase of the Project); and (iii) issue, in multiple series, estimated to be $300,000,000 in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the PID Projects and paying associated costs as described herein; and

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

WHEREAS, the Developers understand and acknowledge that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

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

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

WHEREAS, the City recognizes the positive impact the Public Infrastructure will bring to the City and that said improvements will promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state; and

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

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code and that all prerequisites for entering into such agreement have been completed in full and that the City has provided the Developers with the written disclosures required when offering this Agreement under Section 212.171(b-1), said section being incorporated herein as if set forth in full;

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

SECTION 2
DEFINITIONS

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

2050 Comprehensive Plan means the Anna 2050 Comprehensive Plan and applicable provisions of the Anna 2050 Parks Master Plan adopted by the City Council on April 27, 2021 under Ordinance No. 903-2021 and as amended as of the Effective Date.

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

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

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

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

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

Bond Ordinance means each ordinance adopted by the City Council that authorizes and approves the issuance and sale of any PID Bonds for the applicable Phase(s) of the Project.

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

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

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

Chapter 245 means Chapter 245, Texas Local Government Code, as amended.

Chapter 380 Agreement means an agreement, other than the Impact Fee 380 Agreement, in which the City agrees to provide a Chapter 380 Grant pursuant to Chapter 380, Texas Local Government Code, as amended.

Chapter 380 Grant means any grant provided by the City pursuant to a Chapter 380 Agreement as described in this Agreement.

Chapter 395 means Chapter 395, Texas Local Government Code, as amended.

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

City Code means the Anna City Code of Ordinances and all of its provisions and regulations or standards adopted by reference in said Code in effect on the Effective Date;

provided, however, that as it relates to Public Infrastructure for any given Phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that Phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Code and the Development Standards, the Development Standards shall control.

City Council means the City Council of the City.

City Engineer means the person or entity acting as the City Engineer.

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

City PID Fee means the per single-family-residential-lot fee to be paid to the City in accordance with the established City PID Policy as of the Effective Date and in accordance with Section 5.21 hereof.

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

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

Concept Plan means the intended conceptual plan for each Phase of the Project as may be approved by the City in accordance with Section 5.7 in which case it shall fully supersede and replace the Illustrative Layout.

Cost Underruns means actual PID Projects Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means, when used in the singular, the entity developing and constructing Authorized Improvements on a particular Phase or portion of the Property, such entity being Tellus or the Owner as the context requires.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement

of either of the Developers executed contemporaneously with the issuance and sale of PID Bonds.

Developer Improvement Account means each construction fund account created under an Indenture, if any, funded by either of the Developers, and used to pay for portions of the acquisition, design, and construction of the PID Projects for a particular Phase of the Project attributable to a Developer, the need for which account shall be determined on a Phase-by-Phase basis.

Development Standards mean the design specifications and construction standards identified in Section 5.13 of this Agreement, including without limitation the standards set forth in **Exhibit D** and applicable City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement and the City's legal counsel has signed this Agreement, approving same as to form; provided that, notwithstanding anything contained herein, no obligation of Tellus to construct Authorized Improvements on any portion of the Property that solely benefit such portion of the Property or obtain any easements or rights-of-way therefor shall take effect until Tellus has taken ownership of such portion of the Property.

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

Equivalent Dwelling Unit (EDU) means the water and/or sewer capacity equal to one single family residential unit.

ETJ shall have the meaning given to it in the Recitals.

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

HOA means one or more homeowners associations formed with respect to and single-family residential portion of the Project, which shall privately function as a homeowners association for the Project.

Home Buyer Disclosure Program means the disclosure provisions relating to property located in public improvement districts set forth in Chapter 5 of the Texas Property Code, which establish a mechanism to disclose to each buyer the terms and conditions under which their lot is burdened by Assessments.

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

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Improvement Account of the Project Fund means the construction fund account created

under a particular Indenture, funded by the PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the PID Projects.

Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds are held and disbursed with respect to the particular Phase for which such PID Bonds are issued.

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

Institutional Investor shall mean an entity or individual that intends or desires to purchase more than five (5) detached single-family lots within the Project to construct or cause to be constructed homes owned by such entity or individual thereon to be owned for rental or leasing purposes.

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

Park Fees means those fees assessed and charged against the Project in accordance with Sections 9.02.135 and A3.006 of the City Code and shall include any "park development fees" as described in City Code.

Phase means any distinct phase of development on the Property which is to be developed concurrently as finished lots.

Phase 1 means the initial phase of development on the Property which is to be developed concurrently as finished lots.

Phase 2 means the first subsequent phase of development on the Property which is to be developed concurrently as finished lots after Phase 1.

PID means one or more public improvement districts encompassing all or a portion of the Property, for which the City agrees to exert reasonable efforts to create for the benefit of certain portions of the Project pursuant to the PID Act and this Agreement.

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

PID Bond(s) means assessment revenue bonds, but not Refunding Bonds, issued by the City pursuant to the PID Act to finance the PID Projects.

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

PID Documents means, but not limited to, collectively, the PID Resolution, the SAP, and the Assessment Ordinance(s).

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

PID Projects means all water, wastewater/sewer, drainage, roadway, park, trail, landscape, irrigation, hardscape, and other improvements allowable under the PID Act and benefitting and necessary to serve the Project and which shall be owned by the City or dedicated to the City by easement and maintained by the City (unless the City requires another entity to maintain projects such as trails, parks or landscaping as provided in Section 5.6 herein), including those identified in the PID Documents and outlined in **Exhibit E**.

PID Projects Cost means the actual cost of design, engineering, construction, acquisition, and/or inspection of the PID Projects, along with Administrative Expenses associated with the PID.

PID Resolution means the resolution adopted by the Council creating the PID as recorded in the real property records of Collin County, Texas.

POA means one or more property owners associations that may be formed with respect to the commercial and multifamily portions of the Project.

Project and Finance Plan means a final TIRZ Project and Finance Plan approved and adopted by the City in accordance with this Agreement as such plan may be amended from time to time.

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

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

Refunding Bonds means bonds issued pursuant to Section 372.027 of the PID Act.

Reimbursement Agreement means an agreement by and between the City and the applicable Developer by which the Parties establish the terms by which the applicable Developer may obtain reimbursements for PID Projects through the PID Bond Proceeds or Assessments for the respective Phase.

School Site means a tract of land of up to ten (10) acres (or such size as agreed to by Tellus and Anna ISD at the time of dedication) that Tellus shall convey or dedicate to the Anna ISD (as defined herein) for use as a school.

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

TIRZ means a tax increment reinvestment zone encompassing any portion of the Property to be created by the City pursuant to the TIRZ Act.

TIRZ Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Documents means collectively the TIRZ Project and Finance Plan, the TIRZ ordinance, and the TIRZ participation agreement(s) with other taxing entities, if applicable.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Revenue means the tax increment received by the City from the City property taxes levied against the Property and to be deposited into the TIRZ Fund(s) in accordance with the TIRZ Act.

SECTION 3
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation of the PID; Levy of Assessments. The City shall use reasonable efforts to initiate and approve all necessary documents, resolutions and ordinances, including without limitation the PID Documents, required to effectuate this Agreement, to create the PID encompassing the Property, and to levy the Assessments. For each Phase of development, the City will prepare and approve a preliminary Service and Assessment Plan (or amended Service and Assessment Plan) providing for the levy of the Assessments such Phase of the PID. Promptly following preparation and approval of a preliminary SAP acceptable to the applicable Developer for the portion of the Property being assessed and subject to the City Council making findings that the PID Projects confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance for the applicable Phase within the PID. Developers shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Prior to the levy of the Assessment applicable to a particular Phase of the Project, the applicable Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by the applicable Developer and (b) cause covenants running with the land to be recorded against the portion of the Property within the applicable Phase that will bind any and all current and

successor developers and owners of all or any part of such Phase of the Project to pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby. Assessments may not be levied on any land owned by a Developer without the express prior written consent of that Developer required by this section. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the final plat of the applicable Phase, except for the final SAP which will be recorded by the City upon its approval in accordance with the PID Act. The Developers hereby acknowledge and accept the Home Buyer Disclosure Program.

SECTION 4
AUTHORIZED IMPROVEMENTS, PID PROJECTS, AND PUBLIC INFRASTRUCTURE

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

4.2 Construction, Ownership, and Transfer of Authorized Improvements and Public Infrastructure.

(a) Construction Standards and Inspection. Except as otherwise expressly set forth in this Agreement, the Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure. The Developers agree to cause all Public Infrastructure to be constructed in a good and workmanlike manner. Upon request, the City shall provide "tax-exempt" letters to Developers for use by all contractors, subcontractors, and suppliers installing Public Infrastructure within the Property.

(b) Contract Letting. The Parties understand that construction of the Authorized Improvements to be funded through Assessments are legally exempt from competitive bidding requirements pursuant to the Texas Local Government Code. The Parties acknowledge that, as of the Effective Date, the construction contracts for the construction of Authorized Improvements have not been awarded and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Public Infrastructure, the applicable Developer's engineer shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work.

(c) Ownership. All of the Authorized Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Subject to Section 5.20, the Developers agree to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements or property for the Authorized Improvements and Public Infrastructure to the City and the public.

(d) Operation and Maintenance. Upon inspection, approval, and acceptance of the Authorized Improvements, the City shall maintain and operate the accepted Authorized Improvements (except to the extent the City requires another entity to maintain improvements in accordance with Section 5.6).

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

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

4.4 Maintenance Bonds. The applicable Developer shall execute or cause to be executed a valid maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure constructed by such Developer, arising from defective workmanship or materials used therein, for a full period of not more than two (2) years from the date of final acceptance of the Public Infrastructure constructed under any such contract(s).

4.5 Inspections, Acceptance of Public Infrastructure, and Developers' Remedy. The City shall inspect, as required by City Regulations, the construction of all Public Infrastructure necessary to support the proposed development within the Property, including without limitation water, sanitary sewer, drainage, streets, park facilities, electrical, and streetlights and signs. The City's inspections shall not release Developers from their responsibility to construct, or ensure the construction of adequate Authorized Improvements and Public Infrastructure with respect to their owned portions of the Property in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. The Developers'

sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

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

SECTION 5
ADDITIONAL OBLIGATIONS AND AGREEMENTS

5.1 Wastewater/Sanitary Sewer Facilities.

(a) Tellus Obligations. Tellus is responsible for the design, installation, and construction of the wastewater/sanitary sewer improvements necessary to serve the Property as generally depicted on **Exhibit F-1** (the "Major Sewer Improvements"), provided that Tellus and the City Engineer may mutually agree to modifications to the sizing and location of such improvements at the time of construction thereof. The design of all Major Sewer Improvements shall be approved by the City in advance of the construction of same and shall be constructed in accordance with the Exhibit F-3 (the "Sewer Improvements Schedule"). Subject to the City's obligations under Section 5.20 and Section 5.1(c), Tellus shall be responsible for the acquisition of any easements and other property acquisitions necessary for Major Sewer Improvements, the size and extent of each such easement or other property interest to be approved by the City. The maximum width of the required easement shall not exceed 2.5 times the depth of the sewer line for linear improvements. The locations of said easements or other property interests shall be approved by the City Engineer or his/her designee as part of the platting process. The City will reimburse Tellus for the costs of the Major Sewer Improvements, and costs of obtaining any necessary offsite easements for the Major Sewer Improvements, through the Eligible Infrastructure Grant as set forth in Section 7.3.

(b) Timing of Developers' Obligations. Except as otherwise provided herein, the applicable Developer shall complete in a good and workmanlike manner all on-site wastewater/sanitary sewer improvements necessary to serve each Phase of the Project owned by such Developer prior to the recordation of the final plat covering such Phase; provided that the

applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations.

(c) City Constructed Sewer Infrastructure. The City will construct the sewer improvements shown on **Exhibit F-2** (the "City Constructed Sewer Infrastructure"). Design work, construction start, and construction completion of the City Constructed Sewer Infrastructure shall be in accordance with the timing shown on **Exhibit F-3** (the "Sewer Improvements Schedule"). The City may make adjustments to the scope of the City Constructed Sewer Infrastructure shown in **Exhibit F-2** and provide an updated timeline for construction of such revised City Constructed Infrastructure (the "Revised City Constructed Sewer Infrastructure"), subject to the review and approval by the City Engineer, if the City delivers to Developers (i) engineering studies reviewed and approved by the City Engineer showing that such Revised City Constructed Sewer Infrastructure (a) does not negatively impact the ability of the Project to flow its sewer downstream and (b) provides for access to sewer services consistent with the schedule set forth **Exhibit F-3** on the Effective Date, and (ii) an updated schedule for construction of such Revised City Constructed Sewer Infrastructure reflecting access to an equivalent number of ESFCs for each Phase of development shown in a manner consistent with the timing shown on **Exhibit F-3** on the Effective Date. After delivery of the foregoing, any such changes shall constitute an amendment to **Exhibit F-2** and **Exhibit F-3** upon the delivery of a written instrument signed by the City Manager approving same to the other Parties hereto, and thereafter references to "City Constructed Sewer Infrastructure" herein shall be deemed to refer to such Revised City Constructed Sewer Infrastructure.

Any adjustments solely to the timing of available capacity provided by the City Constructed Sewer Infrastructure shown in **Exhibit F-3** is subject to review and approval by Tellus and the City Engineer. The City and Tellus may amend **Exhibit F-3** by delivery of a written instrument signed by Tellus and the City Manager approving same to all parties hereto.

If the City does not complete the City Constructed Sewer Infrastructure in time or in a manner sufficient to serve a particular Phase of the Development as provided in the Sewer Improvements Schedule for any Phase of the Development (to the extent modified in accordance with the preceding paragraphs):

(i) the City agrees to provide, at its sole cost, pump and haul service for sewage until such time as the City Constructed Sewer Infrastructure is complete to serve that particular Phase of development, and shall approve plats and allow the issuance of building permits in the Development in accordance with Section 5.12 below. In the event that existing permanent infrastructure is insufficient to provide sewer services to any Phase of the Development and the City has to utilize pump and haul to accommodate sewer flows in such Phase of the Development, then the City, at City's cost, will construct the necessary sewer lines and lift station to facilitate a pump and haul operation from the location designated in Exhibit F-1 labeled "Prop. Regional Lift Station." Pump and haul services in any applicable Phase shall continue at City's cost until such time as the permanent sewer infrastructure is constructed in a manner to provide service for all flows produced in the applicable Phase of the Development for which the pump and haul services are being provided. The expected location of the "Proposed Regional Lift Station" is the northeast corner/quadrant

of the future intersection of FM 455 and the collector road illustrated on Exhibit F-1. Any alternative location for the "Proposed Regional Lift Station" shall be approved by the Developers as part of a good faith effort and, provided that the Developers have evidenced their written consent to the City, the location of the "Proposed Regional Lift Station" may be changed without an amendment to this Agreement.; and

(ii) the City agrees that it shall not withdraw any City PID Fees collected for the particular Phase until the City has completed the City Constructed Sewer Infrastructure for such Phase in a manner to permanently provide sewage service for such Phase without any pump and haul services described in (i), above.

5.2 Water Facilities.

(a) Developers' General Obligations. Developers are responsible for design, installation, and construction of the respective on-site water improvements necessary to serve the applicable portion of the Property owned and being developed by each. Subject to the provisions of Section 5.2(c) hereof, Tellus is responsible for design, installation, and construction of certain major water lines as generally depicted in as generally depicted on **Exhibit G** (the "Major Water Improvements") provided that Tellus and the City Engineer may mutually agree to modifications to the sizing and location of such improvements at the time of construction thereof The design of water improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 5.20, Tellus shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Major Water Improvements, the size and extent of each such easement or other property interest to be approved by the City provided that the maximum width of the required easement shall not exceed 2.5 times the depth of the water line. The locations of said easements or other property interests shall be approved by the City Engineer or his/her designee as part of the platting process. Tellus' costs of obtaining such easements may be included in the projects to be reimbursed through the Eligible Infrastructure Grant. Tellus is not required to begin construction of a second point of connection to the City's water system until the issuance of the 250th certificate of occupancy for the Project.

(b) Timing of Developers' Obligations. Except as otherwise provided herein, the applicable Developer shall complete in a good and workmanlike manner all on-site water improvements necessary to serve each Phase of the Project owned by such Developer prior to the recordation of the final plat covering such Phase, provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations.

(c) Major Water Improvements. Tellus will construct the Major Water Improvements each as depicted on **Exhibit G**. The Major Water Improvements shall be constructed in the size shown on **Exhibit G** or such dimensions as mutually agreed to by the City Engineer and Tellus at the time of construction of the Major Water Improvements and shall be oversized as mutually agreed to by the City Engineer and Tellus at the time of construction of the Major Water Improvements. The City will reimburse Tellus for the costs of the Major Water Improvements through the Eligible Infrastructure Grant.

5.3 Water and Wastewater Services; Ownership of Water and Wastewater Infrastructure.

(a) The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Property continuous and adequate retail water service at times and in capacities sufficient to meet the service demands of the Project as it is developed and reserves such capacity for the Project. The City agrees to provide a will-serve letter for water service upon written request of either of the Developers.

(b) It is acknowledged that the City currently has sufficient wastewater capacity for the expected 957 Equivalent Dwelling Units in Phase 1 and Phase 2 of the Project. The City agrees to make such capacity available to Tellus. The City shall expand the capacity of its wastewater treatment system in accordance with **Exhibit F-2** and the Sewer Improvements Schedule on **Exhibit F-3** to provide for service to each Phase of the Development in accordance with the Sewer Improvements Schedule and agrees to reserve capacity for each Phase of the Development as each phase of the City Constructed Sewer Improvements is completed. The City agrees to provide a will-serve letter for wastewater service upon written request of either of the Developers.

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

5.4 Roadway Facilities and Drainage Improvements.

(a) Developers General Obligations. Developers are respectively responsible for the design, installation, and construction of all on-site roadway facilities required to serve the portions of the Property owned and being developed by such Developer. Subject to the provisions of Section 5.4(d) hereof, Tellus is responsible for design, installation, and construction of certain major road improvements as generally depicted on **Exhibit H** (the "Major Roadway Improvements") and such Major Roadway Improvements shall be reimbursed through the Eligible Infrastructure Grant. The design of all roadway improvements shall be approved by the City in advance of the construction.

(b) Timing of General Obligations. Prior to the recordation of any final plat for any Phase of the Project, the applicable Developer shall complete, in a good and workmanlike manner, construction of all on-site roadway facilities and related improvements necessary to serve such Phase in accordance with construction plans approved by the City; provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) Drainage/Detention Infrastructure. The Developers shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve their applicable portions of the Property and the cost thereof and said infrastructure shall be designed and constructed in accordance with applicable City Regulations. Neither Developer shall be responsible for the design, installation or construction of drainage/detention infrastructure unless located on that Developer's property and a Developer may not construct drainage/detention infrastructure with a material impact on the other Developer's property without the express written consent of the other Developer. Prior to the recordation of the final plat for any Phase of development, the applicable Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such Phase provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations. Upon inspection, approval, and acceptance, City shall maintain and operate the drainage improvements for the Property. The HOA, POA, or other entity as applicable, will maintain and operate all detention facilities except to the extent expressly set forth to the contrary in this Agreement.

(d) CR 424 Improvements. Within the Project, Tellus shall construct what is currently referenced on the City's Thoroughfare Plan as CR 424 as a collector road section in an alignment generally consistent with that shown on **Exhibit H-1** unless the Developers mutually agree that the project traffic impact analysis does not support that option. Should the traffic impact analysis not support the layout in **Exhibit H-1** and/or collector road section for CR 424 in **Exhibit D,** Tellus will construct a subsequent alternative option as mutually approved by the City Engineer and Developers. To the extent that an alternative option is provided by Owner, Tellus or City, the applicable other Parties shall have sixty calendar days to review and respond to such alternative option in writing.

5.5 Infrastructure Oversizing. The Developers shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property ("Oversized Public Infrastructure") unless, by the commencement of construction, the City has made arrangements to finance the City's portion of the costs of construction of such improvements attributable to the oversizing required by the City from sources other than PID Bond Proceeds, funds from the TIRZ that the City is obligated to utilize for this Project under Section 7.1, Assessments, or the Eligible Infrastructure Grant. In the event either of the Developers is required by the City to construct or cause the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to the oversizing of the Oversized Public Infrastructure and none of the PID Bond Proceeds, the TIRZ Increment that the City is obligated to utilize for this Project under Section 7.1, or the Eligible Infrastructure Grant shall be utilized for financing the costs of Oversized Public Infrastructure that is attributable to the oversizing of the Oversized Public Infrastructure.

5.6 Mandatory HOA and POA. If a Phase includes single family residential, then Developers will create, in a manner acceptable to the City, an HOA, which HOA, whether one or more, shall be required to levy and collect from home owners within the PID HOA fees (annually, quarterly or monthly) in an amount calculated to maintain the open spaces, parks, common areas, hike and bike trails located in common areas, portions of which trails and parks will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and

screening walls within the PID. Common areas including but not limited to screening, landscaping, gardens, entrances to the Property and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way landscaping and screening by the HOA shall comply with City Regulations and the HOA shall be subject to enforcement by the City. To the extent that a Phase includes commercial or multifamily development with open space, common areas, and the like that are shared by more than one separately platted parcel, then, such common areas, open space and the like shall be maintained by a POA created for such commercial or multifamily development in the manner set forth in this paragraph or shall be maintained under a reciprocal easement agreement, declaration of covenants, conditions and restrictions, or other covenant regarding land use. To the extent a POA is created, the applicable declarant shall have the option of whether or not to include single-family residential in such POA.

5.7 Illustrative Layout; Concept Plan.

(a) The Illustrative Layout illustrates the approved development layout for the Property but has not been engineered and does not represent the final design that will be approved through the final platting process. Prior to approval of the Zoning, the Developers may revise the Illustrative Layout through an administrative approval, provided the number of residential lots shown on the Illustrative Layout does not increase by greater than ten percent (10%), the numbers of residential lots in each category shown on the Illustrative Layout does not increase by greater than ten percent (10%), and the amount of open space shown on the Illustrative Layout does not decrease by greater than ten percent (10%). Nothing in this paragraph shall preclude Developers from applying directly to the City Council for approval of any Illustrative Layout revisions, including revisions greater than the percentages listed herein. If the Developers submit a revised Illustrative Layout as provided by this section and the City Manager or his/her designee determines that the Illustrative Layout should be administratively approved, the City Manager or his or her designee shall cause the revised Illustrative Layout to be attached to the official version of this Agreement on file with the City's Secretary's office, and the Developers shall record a memorandum of the revised Illustrative Layout in the Real Property Records.

(b) A Concept Plan will be required as part of the zoning process identified in Section 9.1 and the Concept Plan, once approved by the City, shall be deemed to fully supersede and replace the Illustrative Layout for all purposes. Revisions to the Concept Plan that is part of approval of zoning may be subsequently revised with approval by the City Council and/or the Planning and Zoning Commission through the normal zoning process.

(c) If the Developers submit a Concept Plan as provided by this section and the City Manager or his/her designee determines that the Concept Plan should be administratively approved, the City Manager or his or her designee shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's office, and Developers shall record a memorandum of the revised Concept Plan in the Real Property Records.

5.8 Community Amenities. Tellus will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project as described in (a) and (b) below.

(a) Tellus shall be required to construct the following three (3) amenities:

(1) An amenity center located in Phase 1 (the "Phase 1 Amenity Center") on a minimum 2 -acre site containing an amenity center building of at least 4,000 sf air conditioned square feet which can be split between multiple buildings, a minimum 3,500 sf -size swimming pool which can be split between multiple pools, bathrooms, a playground and an open recreation area, which amenity center shall commence construction prior to the 250th building permit and shall be completed within twenty four (24) months of commencement;

(2) A second amenity center located generally as shown on **Exhibit C** containing an amenity center building or shaded structure, bathrooms, a playground and an open recreation area to commence construction prior to the 1,750 building permit and shall be completed within eighteen (18) months of commencement;

(3) A working farm-style amenity center with operational farming facilities (the "Farm Amenity"). Tellus will commence construction of the first phase of the Farm Amenity prior to the 600th building permit and shall complete construction of the first phase within eighteen (18) months of commencement. The Farm Amenity shall be solely owned, operated and maintained by Tellus, a Tellus controlled entity or the HOA. The Farm Amenity will include a minimum five (5) -acre programmed site adjacent to the working farm. The first phase of the Farm Amenity will include the following features at a minimum: a working farm, a structure for agricultural education, a multi-use field area for events, and a parking lot;

(b) Tellus will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project. Tellus shall be required to construct four (4) of the following nine (9) amenities (such four (4) amenities, together with the three required amenities in this section, collectively, the "Community Amenities"):

(i) playground (2-5 years of age);

(ii) playground (5-8 years of age);

(iii) sand volleyball court or tennis court or pickleball court;

(iv) basketball court;

(v) the trails and open space described in Section 5.9;

(vi) outdoor workout equipment along hike and bike trails;

(vii) Three or more pocket parks at least 1 acre in size each;

(viii) dog park; and

(ix) park benches, trash cans, and pet stations along the trail and in the dog.

General depictions of a portion of the Community Amenities, which are provided as examples but are not binding on Tellus, are included on Exhibit I. To the extent that any Community Amenities may be included as PID Projects pursuant to the PID Act, the City may, at the City's sole discretion, accept dedication of such Community Amenities, and such Community Amenities may be maintained by the City or the HOA, as applicable. To the extent any Community Amenities are

not owned or dedicated to the City and maintained by the City, such Community Amenities shall be owned and maintained by the HOA.

5.9 Parkland Dedication Credit. Tellus shall timely improve and construct the Farm Amenity and timely construct trails and dedicate such trails as outlined in this Section 5.9, and the applicable Developer shall dedicate open space in the final plat for each phase each as generally depicted on **Exhibit J** (collectively, the "Trails and Open Space Acreage"). Provided the Developers cause such Trails and Open Space Acreage to be dedicated for such purposes, Developers shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever and no Park Fees shall be imposed on the Property. To be considered timely for any given Phase, with respect to open space, the applicable Developer shall dedicate the open space applicable to such Phase as shown on **Exhibit J** at the time of the filing of the final plat for such Phase, with respect to the trails applicable to such Phase, and complete construction of such trails within nine months of the recordation of the final plat for such Phase, subject to force majeure. For any Phase that is developed without Developer timely causing such Trails and Open Space Acreage to be constructed and dedicated as shown on **Exhibit J**, the City's otherwise applicable Park Fees shall apply and not be waived for such Phase. Notwithstanding the foregoing to the contrary, by execution of this Agreement, Owner shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever and no Park Fees shall be imposed on Zone III and Zone IV (as identified on the Illustrative Layout). Any dedication of Trail and Open Space Acreage under this Section 5.9 may be by public access easement or fee dedication at the election of the applicable Developer. For the avoidance of doubt, the Developers shall not be required to provide a public access easement or dedication of any amenity center described in Section 5.8.

5.10 Impact Fees.

(a) Impact Fees shall be assessed and collected on the Property at the rates in effect at the time of submission of an application for a building permit. The City shall collect Impact Fees from all third-party permit applicants within the Property. Upon the payment of Impact Fees, such payments shall be sequestered into a separate account created with the City (the "Sherley Farms Impact Fee Account") to facilitate the payment of the Eligible Infrastructure Grant described in Section 7.3 hereof.

(b) To the extent that the Eligible Infrastructure is not currently included in the City's CIP, the City agrees to take all necessary steps to include Eligible Infrastructure, along with any additional Authorized Improvements that may reasonably qualify as Capital Improvements, in the City's CIP. The City acknowledges that Tellus is providing certain Capital Improvements on the Property and the Eligible Infrastructure, to the City at the initial cost of Tellus.

5.11 Dedication of Water Tank Site and School Site.

(a) When requested by Anna Independent School District ("Anna ISD"), Tellus shall convey or dedicate the School Site to Anna ISD and such conveyance shall include restrictive covenants that shall prevent certain commercial uses and electronic, radio, electromagnetic or other similar wireless transmission equipment.

(b) Tellus shall, at the request of the City after Tellus has taken ownership of the applicable portion of the Property, convey a site of up to 1.5 acres located in the PID to the City for use in construction of an elevated water storage tank. The elevated storage tank site (the "Elevated Storage Tank Site") shall be in a location mutually agreeable to the City and Tellus at the time of conveyance and such conveyance shall include restrictive covenants that shall prevent certain commercial uses and electronic radio, electromagnetic or other similar wireless transmission equipment. The dedication and conveyance of such Elevated Storage Tank Site shall be reimbursable through the Eligible Infrastructure Grant.

(c) Notwithstanding subsection (b), above, if the City determines to construct a fire station at the Elevated Storage Tank Site, then Tellus shall increase the size of the conveyance to a total of three (3) contiguous acres with the same restrictive covenants described in said subsection (b); provided, however, that such restrictive covenants shall not restrict the use of any equipment that is necessary for emergency services communications purposes.

(d) In addition to subsections (a), (b) and (c), above, if the City adopts an ordinance governing electronic radio, electromagnetic or other similar wireless transmission equipment, the Developers and the City shall endeavor in good faith to amend the applicable zoning to govern the use of electromagnetic transmission equipment within the Property.

5.12 Withholding of Building Permits, Etc. The City shall not be required to issue any building permits or certificates of occupancy or provide utilities for any structure on the Property until after the applicable final plat is approved, the City approves the applicable maintenance bond(s) required under Section 4.4, and the City issues final written acceptance of any Public Infrastructure necessary to serve such applicable portion of the Property with utility, fire safety (i.e., paving complete and water system/hydrants installed, tested and pressurized) and roadway service; provided that the City shall allow for the issuance of building permits for up to 10% of the single-family building permits in any Phase of the Development once the applicable Developer has achieved fire safety. To assist in the determination as to whether building permits for any Phase of development should be issued, the applicable Developer shall include all Public Infrastructure necessary to serve such Phase with utility, fire safety, and roadway service in the construction plans required to be submitted under applicable City Regulations. Notwithstanding the foregoing, the City shall not unreasonably withhold plat approval for any Phase of development and shall issue building permits and certificates of occupancy and provide utilities for any structure on the Property if the applicable Public Infrastructure to provide utility and roadway service other than the City Constructed Sewer Infrastructure shown on **Exhibit F-2** is complete and pump and haul service is being provided pursuant to Section 5.1 of this Agreement.

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

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

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

Ordinance");

(c) City Code, Article 9.05, in effect on the Effective Date (the "Sign Ordinance");

(d) the Illustrative Layout set forth on **Exhibit C** and the development regulations for the Property set forth on **Exhibit D** (except as otherwise approved in accordance with Section 5.15 in the event of conflicts) (the "Development Standards");

(e) upon annexation pursuant to Section 9.1, the uniform building codes, as amended from time to time, including any local amendments thereto adopted by the City (the "Building Codes"). The term "Building Codes," as applied to a particular building shall mean the Building Codes in effect on the date the first application is filed for a building permit for the building in question. For the avoidance of doubt, the Building Codes shall only apply to the Property from and after annexation of the Property. As it relates solely to Property Public Infrastructure for any given Phase of the Project—notwithstanding any provision of this Agreement—the applicable construction standards (including, without limitation, the Building Codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for such Phase containing the Property Public Infrastructure in question; and

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

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

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

5.15 Conflicts. When not in conflict with the terms and conditions of this Agreement, the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and engineering design standards. In the event of

any conflict between the Development Standards and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Standards shall control until the PD Zoning (as defined herein) has been approved by the City. After the PD Zoning has been approved for the Property, in the event of a conflict between the PD Zoning and the Development Standards, the Zoning Ordinance, Sign Ordinance, or Building Codes, the PD Zoning shall control for such portion of the Property subject to the PD Zoning, and no amendment to the applicable PD Zoning shall require an amendment to this Agreement. In the event of a conflict between the Governing Regulations and the City Regulations, the Governing Regulations shall control. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, unless otherwise agreed by the Parties, this Agreement shall control. In the event of any conflict between the Illustrative Layout and the remainder of the Development Standards in **Exhibit D**, the remainder of the Development Standards in **Exhibit D** shall control. In the event of any conflict between any future Concept Plan and the Development Standards in **Exhibit D**, the Development Standards in **Exhibit D** shall control (except for modifications to the Illustrative Layout that are allowed pursuant to the terms of the Development Standards and/or Zoning Ordinance).

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

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

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

5.19 Agricultural Exemption. The City acknowledges that some or all of the Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification for any Property within the PID until PID Bonds secured by Assessments levied in the applicable portion of the PID are issued to pay for the costs of the PID Projects and related costs and development within the applicable portion of the PID has commenced to a degree that would trigger a change in use tax exemption under state law, notwithstanding any waiver of such exemption for other political subdivisions or public entities.

5.20 Eminent Domain. Tellus agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for any off-site Public Infrastructure. To the extent required, the Developers agree to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for any on-site Public Infrastructure being constructed by such Developer. If, however, the applicable Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of sending an initial offer to the owner of such property to purchase the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The City shall request and order any appraisal required in connection with the applicable Developer's (if requested by such Developer) or the City's acquisition of such third-party rights-of-way, consents, or easements as described in the preceding two sentences, and the applicable Developer shall pay the costs of such appraisal. The applicable Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the PID Bond Proceeds and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the applicable Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to the applicable Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by a Developer, the applicable Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

5.21 Payment of City PID Fee.

Tellus shall deposit or cause to be deposited the amount of the City PID Fee in an identifiable City-owned escrow account that contains the full amount of the City PID Fee (the "City PID Fee Account") for a particular Phase of Development and shall provide proof of such deposit to the City on the date Assessments are levied for such Phase or a subsequent date that is no later than the 30th day after the closing date of the PID Bonds for such Phase of Development. No Party shall withdraw from or otherwise reduce or in any manner encumber the amount deposited into the City PID Fee Account for any Phase of Development until such time as the City Constructed Sewer Improvements necessary to provide sewer service to such Phase have been completed. Upon the completion of the City Completed Sewer Improvements for the applicable Phase, the City may withdraw the full amount in the City PID Fee Account and utilize same for any municipal purpose. The City PID Fee shall be calculated in accordance with the City PID

Policy and shall be based upon the number of single-family residential lots included within the applicable Phase of Development that are being assessed. For the avoidance of doubt, the "single-family residential lot" shall include any townhome (whether attached or detached) located in the PID. The amount of the City PID Fee shall not increase and the City PID Fee shall not be reimbursable from Assessments, PID Bond Proceeds or the TIRZ.

5.22 Rental Property. It is a material breach of this Agreement if a Party knowingly sells—in any single transaction or combination of transactions—a total of more than five percent (5%) of the total number of single-family detached lots projected to be within the Project to one or more Institutional Investors that intend to own and rent or lease single-family residences within the Project.

SECTION 6
PID BONDS

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

(a) The City has determined that (a) there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability and (b) the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the PID Projects Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

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

(c) The adoption of a Service and Assessment Plan and an Assessment Ordinance levying assessments on all or any portion of the PID benefitted by such PID Projects in amounts sufficient to pay all costs related to such PID Bonds.

(d) Unless otherwise agreed to by the City, the aggregate principal amount of PID Bonds issued and to be issued shall be estimated to be $300,000,000.

(e) If requested by the City, delivery of an Independent Appraisal to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the property by an amount at least equal to the amount assessed against such property.

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

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

(h) The applicable Developer is not in material default under this Agreement or any other agreement with the City.

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

(j) The Administrator has certified that the specified portions of the costs of the PID Projects to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds; therewith, such approval not to be unreasonably withheld, conditioned or delayed upon presentation of a certificate in compliance with the applicable Indenture.

(k) The PID Projects to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable Governing Regulations and/or City Regulations.

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

(m) The final maturity for any PID Bonds shall be not later than 50 years from the Effective Date.

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

(o) If the applicable portion of PID Projects has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such PID Projects Cost, plus private costs to reach final lot completion, the City may require the applicable Developer to, at time of closing the PID Bonds, provide evidence of (i) available funds to the applicable Developer or any corporate parent of the applicable Developer and made available to the Developer, (ii) evidence of financial security from a Lender (as defined herein) of loan funds available under a loan, letter of credit or other credit facility extended to the applicable Developer or any corporate parent of the applicable Developer and made available to the applicable Developer by a financial institution or other lender (a "Lender") for the purpose of development of the Authorized Improvements, equal to or greater than the difference between the PID Projects Costs and the PID Bond Proceeds available to fund such PID Projects Costs plus private costs to reach final lot completion or (iii) a completion agreement; or any combination of (i), (ii) or (iii) in the discretion of the applicable Developer. If the applicable Developer provides evidence of available funds or fiscal security as described in the preceding sentence in connection with a series of PID Bonds, the applicable Developer shall not be required to provide any up-front cash deposit to fund

the applicable PID Projects not otherwise funded through the applicable series of PID Bonds.

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

(q) The applicable Developer agrees to provide periodic information and notices of material events regarding the applicable Developer and the applicable Developer's development of their portion of the Project and any continuing disclosure agreements executed by the applicable Developer in connection with the issuance of PID Bonds.

(r) The applicable Developer is not in default under a Developer Continuing Disclosure Agreement.

(s) The issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the remaining principal amount of assessments that were levied to pay the PID Bonds that are being refunded.

(t) The gross tax equivalent rate for the annual installments of the Assessments shall not exceed $1.35 per $100.00 of taxable assessed valuation prior to application of the TIRZ Revenue (which maximum total tax equivalent rate shall be measured based on the estimated build out value of the applicable portion of the Property), without prior written consent of the City, in its sole discretion, which written consent may be evidenced by the City's adoption of an Assessment Ordinance without the necessity of amending this Agreement.

(u) The City may not require the value to lien ratio for any PID Bonds to be higher than 2:1; provided that the City may allow for a lesser ratio through the adoption of a resolution, Bond Ordinance, Assessment Ordinance or other applicable council action that authorizes a lesser value to lien ratio without the necessity of amending this Agreement. Any such value-to-lien ratio shall apply solely to the portion of the Assessments securing the PID Bonds.

(v) The applicable Developer and the City shall have entered into a Reimbursement Agreement with respect to the Phase primarily benefitted by such PID Bonds.

(w) The Phase 1 Amenity Center shall be fully completed with the swimming pool having received all required approvals for operation and the building thereon having received a certificate of occupancy for any PID Bonds issued after the second series of PID Bonds.

6.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, the applicable Developer agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The applicable Developer agrees, represents, and warrants

that any information provided by the applicable Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to the applicable Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the applicable Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

6.3 Tax Certificate. If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the United States Internal Revenue Code, the applicable Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developers each represent that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the applicable Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the PID Projects, the Developers further agree that they will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 7
TAX INCREMENT REINVESTMENT ZONE; CHAPTER 380 GRANTS

7.1 Tax Increment Reinvestment Zone. Prior to the issuance of the first series of PID Bonds, the City will create a TIRZ coterminous with all of the Property. The TIRZ may be divided into zones or subzones for each Phase of development and may be divided into subzones for single-family residential development, which single-family development may include townhome or other attached residential product (a "Single-Family Subzone") and for property containing mixed use development, which mixed use development may include commercial, multi-family or retail development and the like (a "Commercial Subzone"). The base year of any subzone of the TIRZ shall be the year in which the subzone is created. The City agrees to use fifty percent (50%) of the ad valorem tax increment generated by the TIRZ (the "Tax Increment"), for a period of up to forty (40) years for the purposes and in the manner described in this paragraph. The Tax Increment generated within the TIRZ in any Single-Family Subzone shall be used for each Phase (i) first, to pay the Administrative Expenses for the TIRZ and (ii) second to, on a parcel-by-parcel basis, offset or pay a portion of any Assessment levied on assessed parcels for the costs of Authorized Improvements. The Tax Increment generated in any Commercial Subzone shall be placed into a separate account as set forth in the Project and Finance Plan and be used (x) first, to pay the Administrative Expenses for the TIRZ, (y) second to, on a parcel-by-parcel basis, offset or pay a portion of any Assessment levied on assessed parcels in the Commercial Subzone for the costs of Authorized Improvements and (z) third, to the extent such property is not subject to Assessments or all Tax Increment generated by a particular parcel in the Commercial Subzone is not needed to offset Assessments, to pay to the Owner the remaining Tax Increment generated in the Commercial Subzone, in the form of a Chapter 380 Grant for costs of Authorized Improvements not otherwise reimbursed under the terms of this Agreement. The City will enter into a separate Chapter 380

Agreement with the Owner for the Chapter 380 Grant related to the Commercial Subzone upon terms mutually agreeable to the Owner and the City and consistent with this Agreement. The City shall take steps to consider and adopt or approve the TIRZ Documents, including the Project and Finance Plan, necessary to effectuate this Section 7. Any amount of the TIRZ Increment that is not required to be used as set forth in this paragraph may be used by the City for any municipal purpose.

7.2 TIRZ Funds. The Tax Increment obtained from the TIRZ subzones shall be placed into a separate accounts as appropriate and shall be used as described above and the Tax Increment and uses herein shall be incorporated into the Project and Finance Plan.

7.3 Eligible Infrastructure Grant. In consideration of Tellus' agreement to construct certain Authorized Improvements as outlined herein, the City shall enter into a Chapter 380 Agreement (the "Impact Fee 380 Agreement") with Tellus to provide a grant (the "Eligible Infrastructure Grant") to reimburse Tellus for the costs of the Elevated Storage Tank Site and the water, wastewater, roadway, and drainage improvements shown on **Exhibits F-1**, **G**, and **H** (collectively, the "Eligible Infrastructure") in an amount up to the same amount of the total Impact Fees collected from all portions of the Property. The Eligible Infrastructure Grant shall be payable to Tellus on a quarterly basis after the City's approval of the submission of evidence of costs of the Eligible Infrastructure as more particularly described in the Impact Fee 380 Agreement solely from Impact Fees deposited in the Sherley Farms Impact Fee Account in accordance with Section 5.10.

SECTION 8
PAYMENT AND REIMBURSEMENT OF PID PROJECTS

8.1 Payment of Costs of PID Projects. The Parties understand that PID Bond Proceeds and/or the proceeds from Assessments will be used to reimburse the Developers for certain PID Projects Costs related to the PID Projects and, in the event PID Bond Proceeds and/or proceeds from Assessments are not available at the time that all or a portion of the PID Projects are substantially complete and the City is ready to accept said PID Projects or portion thereof, PID Bond Proceeds and/or proceeds from Assessments, once available, will be used to reimburse the applicable Developer for said PID Projects Cost following acceptance by the City. Such reimbursement will be governed by the terms of the Reimbursement Agreement to be entered into between the applicable Developer and the City for the applicable Phase.

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

8.3 Cost Overrun. If the total PID Projects Cost for any Phase of development exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund and the Developer Improvement Account (a "Cost Overrun"), the applicable Developer shall be solely responsible for the Cost Overrun, except as provided in Section 8.4.

8.4 Cost Underrun. If, upon the completion of construction of an PID Project (or segment or section thereof) and payment or reimbursement for such PID Project (or segments or section thereof), there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other PID Project without amending the SAP. The elimination of a category of PID Projects as set forth in the Service and Assessment Plan will require an amendment to the SAP. Prior to the completion of all of the PID Projects within an improvement category, as listed in the applicable SAP and the PID, funds available from an improvement category may be used as Cost Underruns and applied to another Improvement category without approval of the City. If, upon completion of the PID Projects in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the applicable Developer for any qualifying costs of the PID Projects that have not been previously paid.

SECTION 9
ANNEXATION AND POST-ANNEXATION MATTERS

9.1 Annexation.

(a) Annexation. Within sixty (60) days after the Effective Date of this Agreement, Owner, Tellus (to the extent Tellus owns any portion of the Property), and any other owner(s) of any part of the Property shall submit a voluntary irrevocable petition for annexation of the Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (an "Annexation Petition"). Owner, Tellus (to the extent Tellus owns any portion of the Property), and any other owner(s) of any part of the Property agree to execute and supply any and all instruments and/or other documentation necessary for the City to legally annex the Property. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property within sixty (60) days following submission of the Annexation Petition. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Owner and Tellus shall each have the right to terminate this Agreement with respect to Property owned by Owner or Tellus with written notice to the City and, upon such termination, the applicable portion of the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law, and the City shall be subject to the provisions of subsection (c) herein for creation of a municipal utility district. The City shall, subject to Section 9.1(b) in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property immediately prior to any ordinance adopting the PD Zoning.

(b) Zoning. As soon as is practicable, after or in conjunction with the annexation of the Property, the City shall consider planned development zoning for the Property consistent with the Development Standards, the Illustrative Layout, and this Agreement (the "PD Zoning"). The Parties agree that the Illustrative Layout attached hereto as **Exhibit C**, the Development Standards attached hereto as **Exhibit D**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the approved plan for development of the Property as of the Effective Date. Through this Agreement, Owner and Tellus expressly consent and agree to the PD Zoning of the Property. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City Council fail—within 60 days after submittal of a complete and sufficient zoning application—to approve the PD Zoning, or approves zoning on the Property that is in any way more restrictive

than the PD Zoning without the consent of Owner and Tellus, then Owner and Tellus shall each have the right to (i) petition for disannexation of their applicable portion of the Property upon written request delivered to the City or (ii) terminate this Agreement and petition for disannexation of their applicable portion of the Property with written notice to the City and, in the event Owner and Tellus exercise the rights in (i) or (ii), and upon receipt of a request or notice delivered pursuant to (i) or (ii), the City shall disannex the applicable portion of the Property from the City as soon as is practicable, and the applicable portion of the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law and the City shall be subject to the provisions of subsection (c) below for creation of a municipal utility district. Notwithstanding the foregoing or any other provision of this Agreement, the failure of Owner and Tellus to submit a zoning application that complies with all provisions of the Zoning Ordinance applicable to the submittal of a zoning application shall be deemed a failure to submit a complete and sufficient zoning application, provided that the City provides notice within forty-five (45) days of such a submittal stating each deficiency that Owner and Tellus shall be required to cure in order for such zoning application be processed and considered for approval.

(c) Disannexation; Creation of Municipal Utility District. In the event that (i) the City defaults under (a) or (b) of this Section 9.1 or (ii) PID Bonds for a particular Phase of the Project are not issued as a result of any act or omission of the City, including the City's refusal to issue such PID Bonds, and a period of ninety (90) days to cure such non-occurrence has passed after the applicable Developer provides written notice of such non-occurrence or default under this Section 9.1, then (a) the City shall—if the applicable Developer petitions for disannexation—disannex the Property for the applicable Developer or the applicable portion of the Property for which PID Bonds have not been issued (in the case of a failure under item (ii) of this Section 9.1(c) within thirty (30) days of the filing of the disannexation petition by the applicable Developer and such property shall thereafter be immune to involuntary annexation by the City for a period of thirty (30) years and (b) the applicable Developer shall provide notice to the City of its intent to form a municipal utility district or similar utility or improvement district created by special act of the Texas Legislature or the TCEQ or, if necessary, any other agency with jurisdiction (a "MUD") on the portion of the Property disannexed pursuant to this paragraph and, upon such notice, the City shall be deemed to have consented to the formation of the MUD with no further action of the City or City Council required; provided that the City shall take any necessary steps or provide any documents necessary to evidence the City's consent to the creation of the MUD to the TCEQ, the Texas Attorney General or other agency or body with regulatory powers over the MUD. If PID Bonds have been issued for prior Phases of the PID or assessments been levied, those Phases shall remain within the limits of City. For the avoidance of doubt and notwithstanding the foregoing or any other provision of this Agreement, this paragraph shall not apply with respect to a failure under item (ii) above and disannexation shall not be required with respect to item (ii) above in the event that PID Bonds for a particular Phase of the Project are not issued by the City because the conditions and requirements set forth in Section 6.1 that are in the reasonable control of the applicable Developer, which provisions shall solely include items (g), (h), (k), (o), (q), (r), and (w) set forth under Section 6.1, and in Section 6.2 have not been satisfied by the applicable Developer. Other than as provided in Section 9.1, Developers waive the right to file a petition or otherwise seek removal of any portion of the Property from the City unless and only to the extent the City is required to disannex any part of the Property under this paragraph.

(d) Survival. In the event Owner or Tellus terminates this Agreement with respect to a portion of the Property in accordance with this Section 9, Owner's and Tellus' respective rights and remedies under this section, including disannexation and the applicable portion of the Property's immunity to future involuntary annexation, shall survive such termination.

(e) Agreement for Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to the Property and, except as expressly provided otherwise herein, the City shall, immediately upon the effective date of any annexation, provide the Property with all those municipal services currently offered within the City, including those which may be offered in the future, without discrimination. The Developers are not required to enter into this Agreement and do so in reliance upon the representations and covenants of the City herein. The annexation procedures described in plain language in this Agreement require the Developers' consent. The Parties acknowledge and agree that—prior to the Effective Date—the City fully satisfied the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

SECTION 10
EVENTS OF DEFAULT; REMEDIES

10.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

10.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

10.3 Performance Window; Election to Terminate. In the event a Developer does not deliver a request on or before December 31, 2028 that the City issue the initial series of PID Bonds, and Tellus and Owner have not delivered notice of an assignment of Tellus' rights and obligations under this Agreement in accordance with Section 11.1 within 60 days prior to such date, none of the Parties hereto shall thereafter be required to perform under this Agreement and this Agreement will terminate. If this Agreement is terminated under this Section 10.3, if a PID has been created, the owner of the applicable Property must within thirty (30) days of such termination file or caused to be filed with the City an irrevocable petition by the owners of the applicable Property to dissolve the PID and shall thereafter promptly undertake any and all reasonable and necessary actions to facilitate the dissolution of the PID. Notwithstanding any provision of this Agreement, the obligations of any owner of Property regarding the dissolution of the PID in accordance with this

Section 10.3 shall survive the termination of this Agreement.

SECTION 11
ASSIGNMENT; ENCUMBRANCE

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be assignable, in whole or in part, by Owner (with respect to any portion of the Property owned by Owner) or Tellus (with respect to any portion of the Property owned by Tellus), with the prior written consent of the City. The City's consent to such assignment shall not be unreasonably shall not be unreasonably withheld, conditioned, or delayed. Under no circumstances shall any part of this Agreement be assigned to an Institutional Investor. Notwithstanding the foregoing, the Owner (with respect to any portion of the Property owned by Owner) or Tellus has the right (with respect to any portion of the Property owned by Tellus) from time to time, without the consent of but with written notice to the City, to assign this Agreement in whole or in part to (i) any person or entity that is or will become an owner of any portion of the Property, to the extent of such assignee's ownership of the Property (or portion thereof), (ii) any entity formed in which the Owner or Tellus or any principal of the Owner or Tellus retains an ownership interest of at least fifty-one percent (51%), any subsidiary of the Owner or Tellus, or any entity that is under common control with or controlled by the Owner or Tellus, or (iii) any lien holder on the Property. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by the Owner or Tellus, as applicable, and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by the Owner or Tellus shall release the Owner or Tellus, as applicable, from any liability that resulted from an act or omission by such Party that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner and Tellus shall maintain written records of all assignments made by the Owner or Tellus, respectively, to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

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

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

11.4 Notice of Assignment. Subject to Section 11.1 of this Agreement, the following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) the Owner must provide written notice to the City to the extent required under Section 11.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing the applicable Owner and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 12
GENERAL PROVISIONS

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

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

(a) The Developers' obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that the Developers are obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the Developers' consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developers' voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) the Public Infrastructure will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

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

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

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

12.6 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be until the later of (i) thirty (30) years from the Effective Date or (ii) the final maturity of PID Bonds sold in accordance with this Agreement (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the PID in accordance with the SAP and the Indenture, and the Developers' obligations shall terminate.

12.7 INDEMNIFICATION AND HOLD HARMLESS. TELLUS AND THE OWNER, RESPECTIVELY, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF TELLUS OR OWNER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT

(TOGETHER, "CLAIMS"); PROVIDED THAT SUCH INDEMNIFICATION SHALL BE SEVERAL AND PROVIDED BY THE OWNER AND TELLUS SOLELY FOR THE RESPECTIVE PUBLIC INFRASTRUCTURE INSTALLED BY EACH AND IN NO EVENT SHALL THE OWNER BE REQUIRED TO INDEMNIFY TELLUS FOR CLAIMS MADE UNDER THIS AGREEMENT: **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. TELLUS AND OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF TELLUS OR OWNER, AS APPLICABLE, AND THE CITY, TELLUS' OR OWNER'S RESPECTIVE INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO TELLUS' OR OWNER'S, AS APPLICABLE, OWN PERCENTAGE OF RESPONSIBILITY. TELLUS AND OWNER, RESPECTIVELY, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY OWNED BY THE OWNER OR TELLUS , AS APPLICABLE, PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON TELLUS' OR OWNER'S RESPECTIVE REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY; PROVIDED THAT THE INDEMNITY PROVIDED BY THE OWNER OR TELLUS WITH RESPECT TO SUCH CLAIMS SHALL SOLELY BE FOR THEIR RESPCTIVE PORTIONS OF THE PROPERTY.

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

12.9 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to a Party hereto after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be the notice address applicable to such party set forth in Section 12.10. Any Party to receive such payments/remittance may change the name of the payee and/or address by delivering written notice to the City designating a new payee and/or address or through an assignment of such Party's rights hereunder.

12.10 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received (i) if delivered via a method other than e-mail, when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a "delivery receipt" or on the next Business Day after being sent (as recorded on the device from which the

sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any such notice shall be addressed as follows:

To the City:	City of Anna, Texas Attn: City Manager 120 W. 7th Street Anna, Texas 75409 E-mail: rhenderson@annatexas.gov
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034 E-mail: cmccoy@wtmlaw.net
And to:	McCall, Parkhurst & Horton L.L.P. Attn: Rodolfo Segura Jr 717 North Harwood, Suite 900 Dallas, Texas 75201 E-mail: rsegura@mphlegal.com
To Tellus:	Tellus Texas III, LLC Attn: Andre Ferrari 5301 Headquarters Dr., Suite 120 Plano, Texas 75024 E-mail: aferrari@tellusgroupllc.com
With copies to:	Locke Lord Attn: Drew Slone 2200 Ross Ave., Suite 2800 Dallas, Texas 75201 E-mail: dslone@lockelord.com Brad Holdbrook Haynes and Boone 2801 N. Harwood Street, Suite 2300 Dallas, TX 75201 E-mail: brad.holdbrook@haynesboone.com Chris Simek 5301 Headquarters Dr., Suite 120 Plano, Texas 75024 E-mail: csimek@tellusgroupllc.com

To Owner:	Sherley Farms, LP Attn: Tasha Escoto P.O. Box 6069 McKinney, Texas 75071 E-mail: tasha@sherleypartnersltd.com
With a copy to:	Tobin Swope Winstead PC 2728 N. Harwood, Suite 500 Dallas, Texas 75201 E-mail: tswope@winstead.com

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

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

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

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

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

12.15 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is

necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

12.16 Amendment; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties; provided that any amendment relating to a distinct portion of the Property may be signed solely by the owner of such Property and the City without the requirement of signatures from any other Party hereto and the remaining Parties hereto consent to such amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

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

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

all of the measures being employed to regain the ability to fully perform; and (iii) the projected date upon which the Party will be able to resume full performance.

12.20 Statutory Verifications. Each of the Owner and Tellus (each, a "Representing Party") makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Representing Party within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. Each Representing Party respectively represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes any Representing Party and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

12.21 Form 1295. Submitted herewith is a completed Form 1295 in connection with the participation of the Owner and Tellus to the extent each constitutes a "business entity" for the

purposes of Section 2252.908 of the Texas Government Code in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner and Tellus to the extent that each constitutes a "business entity" for the purposes of Section 2252.908 of the Texas Government Code, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner, Tellus and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner and Tellus; and, neither the City nor its consultants have verified such information.

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

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

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Illustrative Layout
Exhibit D	Development Standards
Exhibit E	Authorized Improvements and Budgeted Costs
Exhibit F-1	Major Sewer Improvements
Exhibit F-2	City Constructed Sewer Improvements
Exhibit F-3	Sewer Improvements Schedule
Exhibit G	Major Water Improvements
Exhibit H	Major Roadway Improvements
Exhibit H-1	Proposed Thoroughfare Plan Revision
Exhibit I	Conceptual Amenity Depictions
Exhibit J	Trail and Open Space Improvements
Exhibit K	PID Bonds Financial Summary

[SIGNATURES PAGES AND EXHIBITS FOLLOW]

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

CITY OF ANNA, TEXAS

By: _____
Name: Pete Cain
Title: Mayor
Date: 12/17/24

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 17 day of December 2024, by Pete Cain, Mayor of the City of Anna, Texas, on behalf of said City.

CARRIE L. LAND
Notary Public, State of Texas
Comm. Expires 02-04-2027
Notary ID 11419404

_____
Notary Public, State of Texas

[SEAL]

Approved as to form:

_____
Clark McCoy, City Attorney

OWNER:

SHERLEY PARTNERS, LTD.,
a Texas limited partnership

By: TT Sherley LLC,
a Texas limited liability company, its
General Partner

By: _____
Tasha Escoto, its manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on this 11 day of December, 2024, by Tasha Escoto, in her capacity as manager of TT Sherley LLC, a Texas limited liability company in its capacity as general partner of Sherley Partners, Ltd., on behalf of said limited partnership.

[S E A L]

_____
Notary Public, State of Texas

STACEY CAMPOS
Notary Public, State of Texas
Comm. Expires 03-27-2027
Notary ID 134273061

TELLUS:

TELLUS TEXAS III, LLC,
a Texas limited liability company

By: Tellus-Anna, LLC, a Texas limited liability company and manager of Tellus Texas III, LLC

By: _____
David Blom, Manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on the this 12 day of December, 2024, by David Blom, manager of Tellus-Anna, LLC, in its capacity as manger of Tellus Texas III, LLC, on behalf of said limited liability company.

[S E A L]

COURTNEY L. DUNCAN
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 134162993

_____
Notary Public, State of Texas

Exhibit A

Metes and Bounds Description of the Property

SHERLEY FARMS SOUTH TRACT
LEGAL DESCRIPTION
970.482 ACRES

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 455, a variable width public right-of-way, for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170117000070510, Official Public Records, Collin County, Texas (OPRCCT);

THENCE N 00°40'51" E, along the east line of said Adams tract, passing at 19.16 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 321.14 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'30" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 DRCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" First Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000462590 OPRCCT;

THENCE N 00°56'20" E, 1597.53 feet along the east line of said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'06" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kakarlapudi IRA and NKS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the east line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E - 126.55 feet, an arc length of 127.20 feet;

THENCE N 02°38'00" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2962 DRCCT;

THENCE S 88°36'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 950.82 feet;

S 87°54'00" E, 852.06 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E - 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Kropman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 DRCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'15" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Nagamanohar Javvaji and Chaya Javvaji Living Trust, recorded in Document No. 20160209000150410 OPRCCT, continuing a total distance of 1164.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'20" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20160902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Reloa Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141016001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.81 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.05 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1608.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2546 DRCCT;

THENCE N 88°26'32" W, 1013.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Miles and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 2022000142528 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°31'42" E, 913.32 feet along said road to a 60d nail found for a bend point thereof;

THENCE N 88°34'43" W, 435.86 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455;

THENCE along the north line of said right-of-way, the following:

N 00°51'24" E, 46.08 feet to a wood highway monument;

N 89°08'36" W, 1080.65 feet to a wood highway monument;

A tangent curve to the left having a central angle of 03°40'00", a radius of 5774.58 feet, a chord of S 89°01'24" W - 369.48 feet, an arc length of 369.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 02°48'36" W, 5.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°11'24" W, 1677.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 88°35'24" W, 857.61 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°45'48" W, 346.50 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 88°35'24" W, 209.16 feet to the POINT OF BEGINNING with the subject tract containing 42,274,206 square feet or 970.482 acres of land.

SHERLEY FARMS NORTH TRACT
LEGAL DESCRIPTION
153.110 ACRES

BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 625, in Collin County, Texas, being part of Tract 1.7, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.5 and 1.6, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.1, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 90-foot-wide right-of-way, for the southeast corner of the "First Tract" conveyed to Daniel W. Koen and Sue Ann Burleson-Koen, recorded in Document No. 93-0107055 DRCCT, from which a 1/2" iron rod found bears N 88°36'00" W, 1326.83 feet;

THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to 3Mc Joint Venture, recorded in Volume 3670, Page 174 DRCCT;

THENCE along the common line thereof the following:

S 87°43'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 01°31'00" E, 90.36 feet to a point on the bank of a reservoir;

N 01°23'00" E, 892.67 feet to a point on the bank of a reservoir;

N 00°54'00" E, 297.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°19'00" E, passing at 346.16 feet a 1/2" iron rod found for witness, being on the south line of County Road 427, a public road, continuing into said road a total distance of 363.52 feet to a point for corner;

THENCE S 88°36'15" E, 2111.97 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Trimbur, recorded in Volume 5570, Page 1829 DRCCT;

THENCE S 01°46'06" W, 515.24 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Hannan and Kimberly Michele Hannan, co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210422000816440, Official Public Records, Collin County, Texas;

THENCE along the west line thereof, the following:

S 02°08'00" W, 125.96 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°43'00" W, 589.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°36'00" W, 319.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 01°07'00" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'28" W, 1.15 feet;

THENCE along the north line of said Farm to Market Road, the following:

A non-tangent curve to the left having a central angle of 29°26'09", a radius of 363.31 feet, a chord of S 15°56'04" W - 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 90°24'00", a radius of 273.31 feet, a chord of S 46°25'00" W - 387.87 feet, an arc length of 431.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 88°23'00" W, 1004.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

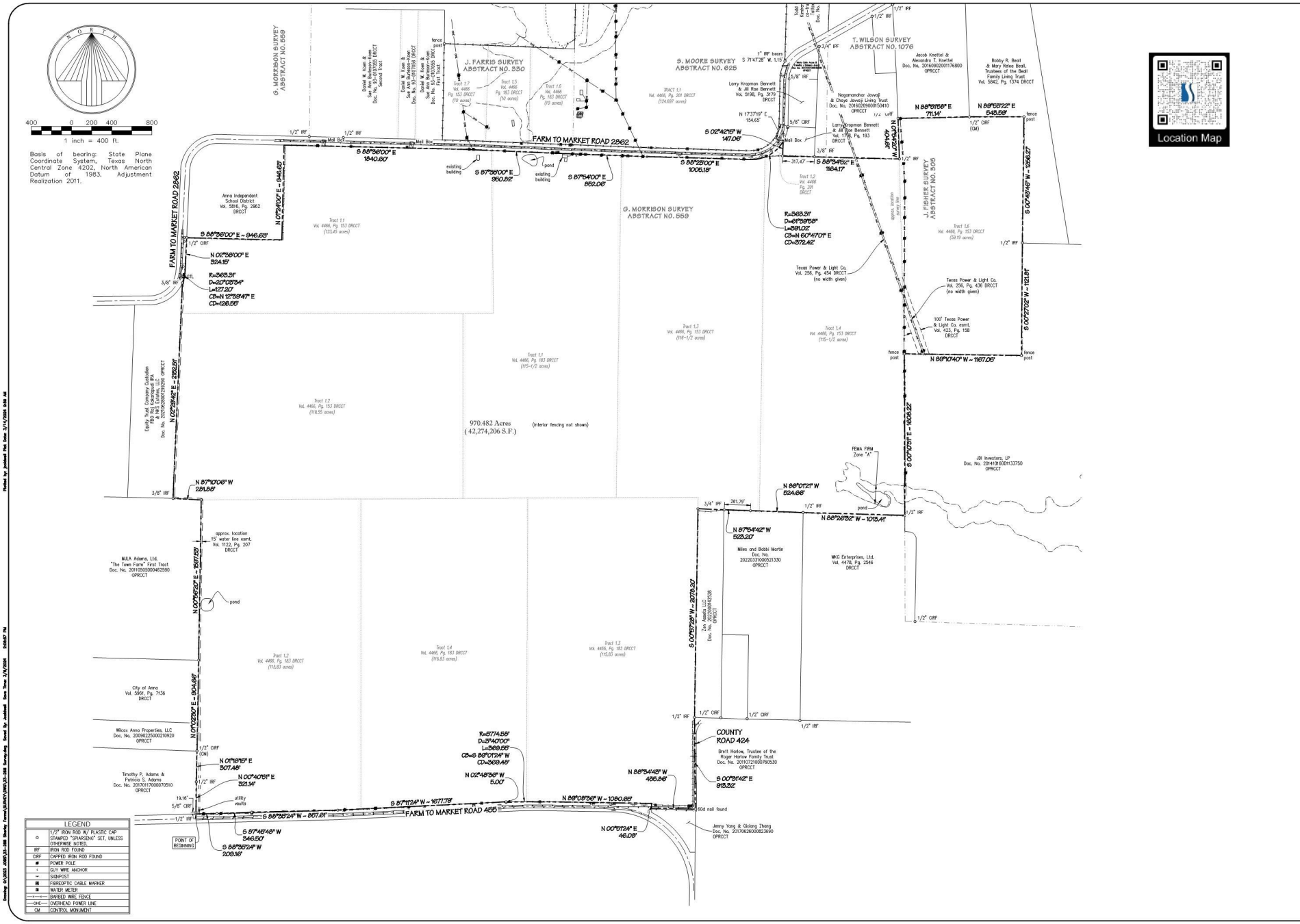
N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°35'00" W, 951.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 88°36'00" W, 266.77 feet to the POINT OF BEGINNING with the subject tract containing 6,669,493 square feet or 153.110 acres of land.

Exhibit B

Depiction of the Property



SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No. F-2121 and No. F-10043100 • www.spiarseng.com

website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Sherley Farms

Issue Dates: 1/29/24

Revisions	Date

Scale: 1" = 400'

Drawn By: ED

Checked By: DKB

Sheet 1 of 2

JOB # 23-288

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 455, a variable width public right-of-way, for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170117000070510, Official Public Records, Collin County, Texas (OPRCCT);

THENCE N 00°40'51" E, along the east line of said Adams tract, passing at 19.16 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 321.14 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'30" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 DRCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" First Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000462590 OPRCCT;

THENCE N 00°56'20" E, 1597.53 feet along the east line of said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'06" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kakarlapudi IRA and NKS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the east line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E – 126.55 feet, an arc length of 127.20 feet;

THENCE N 02°38'00" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2962 DRCCT;

THENCE S 88°36'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 950.82 feet;

S 87°54'00" E, 852.06 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E – 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Kropman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 DRCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'15" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Nagamanohar Javvaji and Chaya Javvaji Living Trust, recorded in Document No. 20160209000150410 OPRCCT, continuing a total distance of 1164.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'20" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20160902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Reloa Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141016001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.81 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.05 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1608.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2546 DRCCT;

THENCE N 88°26'32" W, 1013.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Miles and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 2022000142528 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°31'42" E, 913.32 feet along said road to a 60d nail found for a bend point thereof;

THENCE N 88°34'43" W, 435.86 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455;

THENCE along the north line of said right-of-way, the following:

N 00°51'24" E, 46.08 feet to a wood highway monument;

N 89°08'36" W, 1080.65 feet to a wood highway monument;

A tangent curve to the left having a central angle of 03°40'00", a radius of 5774.58 feet, a chord of S 89°01'24" W – 369.48 feet, an arc length of 369.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 02°48'36" W, 5.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°11'24" W, 1677.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 88°35'24" W, 857.61 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°45'48" W, 346.50 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 88°35'24" W, 209.16 feet to the POINT OF BEGINNING with the subject tract containing 42,274,206 square feet or 970.482 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS	
First American Title Insurance Company, G.F. No: 1002-3911994-RTT, Effective 12/08/2023	
10(e)	Easement to Texas Power and Light Company, recorded in Volume 256, Page 454, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(f)	Easement to Texas Power and Light Company, recorded in Volume 256, Page 436, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(g)	Easement to Texas Power and Light Company, recorded in Volume 256, Page 453, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(h)	Easement to American Telephone and Telegraph Company, recorded in Volume 271, Page 584, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(i)	Easement to Texas Power and Light Company, recorded in Volume 271, Page 573, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(j)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 444, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(k)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 443, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(l)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 451, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(m)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 469, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(n)	Easement to the State of Texas, recorded in Volume 417, Page 155, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(o)	Easement to the State of Texas, recorded in Volume 417, Page 133, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(p)	Easement to the State of Texas, recorded in Volume 418, Page 257, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(q)	Easement to Texas Power and Light Company, recorded in Volume 423, Page 158, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(s)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 220, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(u)	Easement to Collin County Soil Conservation District, recorded in Volume 551, Page 586, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(v)	Easement to the City of Anna, recorded in Volume 631, Page 54, Real Property Records, Collin County, Texas. NO DESCRIPTION THEREIN; UNABLE TO LOCATE
10(w)	Easement to the State of Texas, recorded in Volume 685, Page 543, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(x)	Easement to Grayson-Collin Electric Cooperative, recorded in Volume 813, Page 151, Real Property Records, Collin County, Texas. VAGUE, OUTDATED DESCRIPTION; UNABLE TO LOCATE
10(y)	Easement to South Grayson Water Supply Corp., recorded in Volume 1122, Page 207, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(z)	Easement to Westminster Special Utility District, recorded in ccf 20190531000819370, Real Property Records, Collin County, Texas, AFFECTS; UNABLE TO LOCATE

SURVEYOR'S CERTIFICATE

To: Sherley Partners, Ltd., Tellus Acquisitions LLC, First American Title Insurance Company, Republic Title of Texas, and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The field work was completed on 1/12/24.

Date of Plat or Map: 1/29/24

STATE OF TEXAS · REGISTERED · DARREN K. BROWN · 5252 · PROFESSIONAL · LAND SURVEYOR

darren.brown@spiarsengineering.com

Darren K. Brown, RPLS 5252

Part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48085C0160J, effective on 6/2/2009. The property is located in Zone "A" (No base flood elevations determined) and Zone "X" (areas determined to be outside the 500-year floodplain).

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No: F-2121 and No. F-10043100 • www.spiarseng.com

website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Sherley Farms

Issue Dates:

1/29/24

Revisions	Date

Scale:

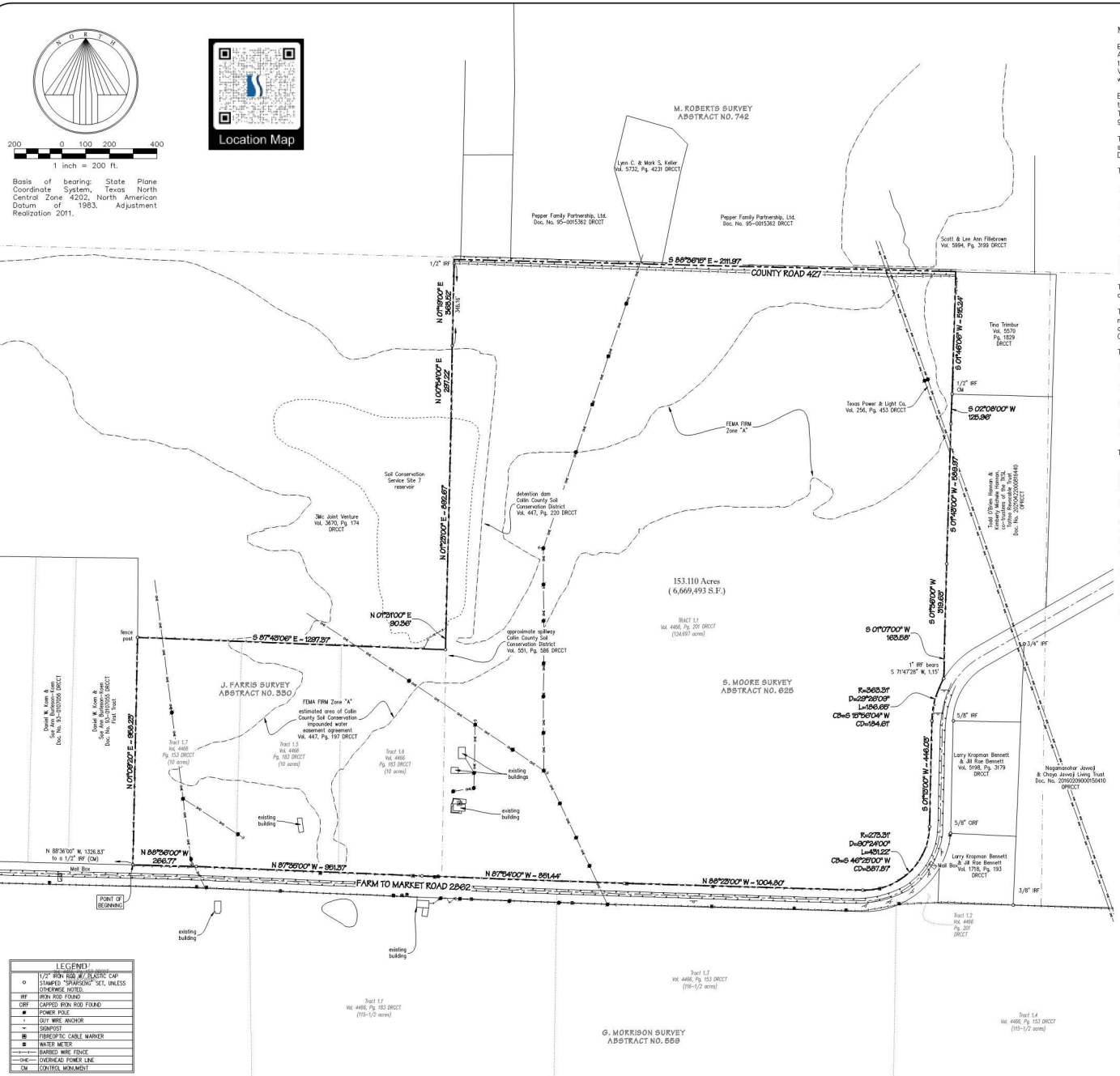
Drawn By: ED

Checked By: DKB

Sheet 2 of 2

JOB # 23-288

Plotted by: jacobed Plot Date: 3/14/2024 10:02 AM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\SURVEY\DWG\23-288 Survey.dwg Saved By: jacobed Save Time: 3/6/2024 2:58:27 PM



LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
●	POWER POLE
⊙	GUY WIRE ANCHOR
⊸	SIGNPOST
⊠	FIBEROPTIC CABLE MARKER
■	WATER METER
—x—x—	BARBED WIRE FENCE
—OHE—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 625, in Collin County, Texas, being part of Tract 1.7, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.5 and 1.6, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.1, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 90-foot-wide right-of-way, for the southeast corner of the "First Tract" conveyed to Daniel W. Koen and Sue Ann Burleson-Koen, recorded in Document No. 93-0107055 DRCCT, from which a 1/2" iron rod found bears N 88°36'00" W, 1326.83 feet;

THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to 3Mc Joint Venture, recorded in Volume 3670, Page 174 DRCCT;

THENCE along the common line thereof the following:

S 87°43'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 01°31'00" E, 90.36 feet to a point on the bank of a reservoir;

N 01°23'00" E, 892.67 feet to a point on the bank of a reservoir;

N 00°54'00" E, 297.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°19'00" E, passing at 346.16 feet a 1/2" iron rod found for witness, being on the south line of County Road 427, a public road, continuing into said road a total distance of 363.52 feet to a point for corner;

THENCE S 88°36'15" E, 2111.97 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Trimbur, recorded in Volume 5570, Page 1829 DRCCT;

THENCE S 01°46'06" W, 515.24 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Hannan and Kimberly Michele Hannan, co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210422000816440, Official Public Records, Collin County, Texas;

THENCE along the west line thereof, the following:

S 02°08'00" W, 125.96 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°43'00" W, 589.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°36'00" W, 319.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 01°07'00" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'28" W, 1.15 feet;

THENCE along the north line of said Farm to Market Road, the following:

A non-tangent curve to the left having a central angle of 29°26'09", a radius of 363.31 feet, a chord of S 15°56'04" W - 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 90°24'00", a radius of 273.31 feet, a chord of S 46°25'00" W - 387.87 feet, an arc length of 431.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 88°23'00" W, 1004.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°35'00" W, 951.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 88°36'00" W, 266.77 feet to the POINT OF BEGINNING with the subject tract containing 6,669,493 square feet or 153.110 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

First American Title Insurance Company, G.F. No. 1002-3919941-RTT, Effective 12/08/2023

10(g)	Easement to Texas Power and Light Company, recorded in Volume 256, Page 453, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(i)	Easement to Texas Power and Light Company, recorded in Volume 271, Page 573, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(m)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 469, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(n)	Easement to the State of Texas, recorded in Volume 417, Page 155, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(o)	Easement to the State of Texas, recorded in Volume 417, Page 133, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(p)	Easement to the State of Texas, recorded in Volume 418, Page 257, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(r)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 197, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(s)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 220, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(u)	Easement to Collin County Soil Conservation District, recorded in Volume 551, Page 586, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(x)	Easement to Grayson-Collin Electric Cooperative, recorded in Volume 813, Page 151, Real Property Records, Collin County, Texas. VAGUE, OUTDATED DESCRIPTION; UNABLE TO LOCATE
10(z)	Easement to Westminster Special Utility District, recorded in coll 20190531000619370, Real Property Records, Collin County, Texas. AFFECTS; UNABLE TO LOCATE

SURVEYOR'S CERTIFICATE

To: Sherley Partners, Ltd., Tellus Acquisitions LLC, First American Title Insurance Company, Republic Title of Texas, and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The field work was completed on 01/12/23.

Date of Plat or Map: 1/29/24

STATE OF TEXAS REGISTERED DARREN K. BROWN 5252 PROFESSIONAL LAND SURVEYOR

darren.brown@spiarsengineering.com

Darren K. Brown, RPLS 5252

Part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48085C0160J, effective on 6/2/2009. The property is located in Zone "A" (No base flood elevations determined) and Zone "X" (areas determined to be outside the 500-year floodplain).

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No. F-2121 and No. F-10043100 • www.spiarseng.com
website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Sherley Farms

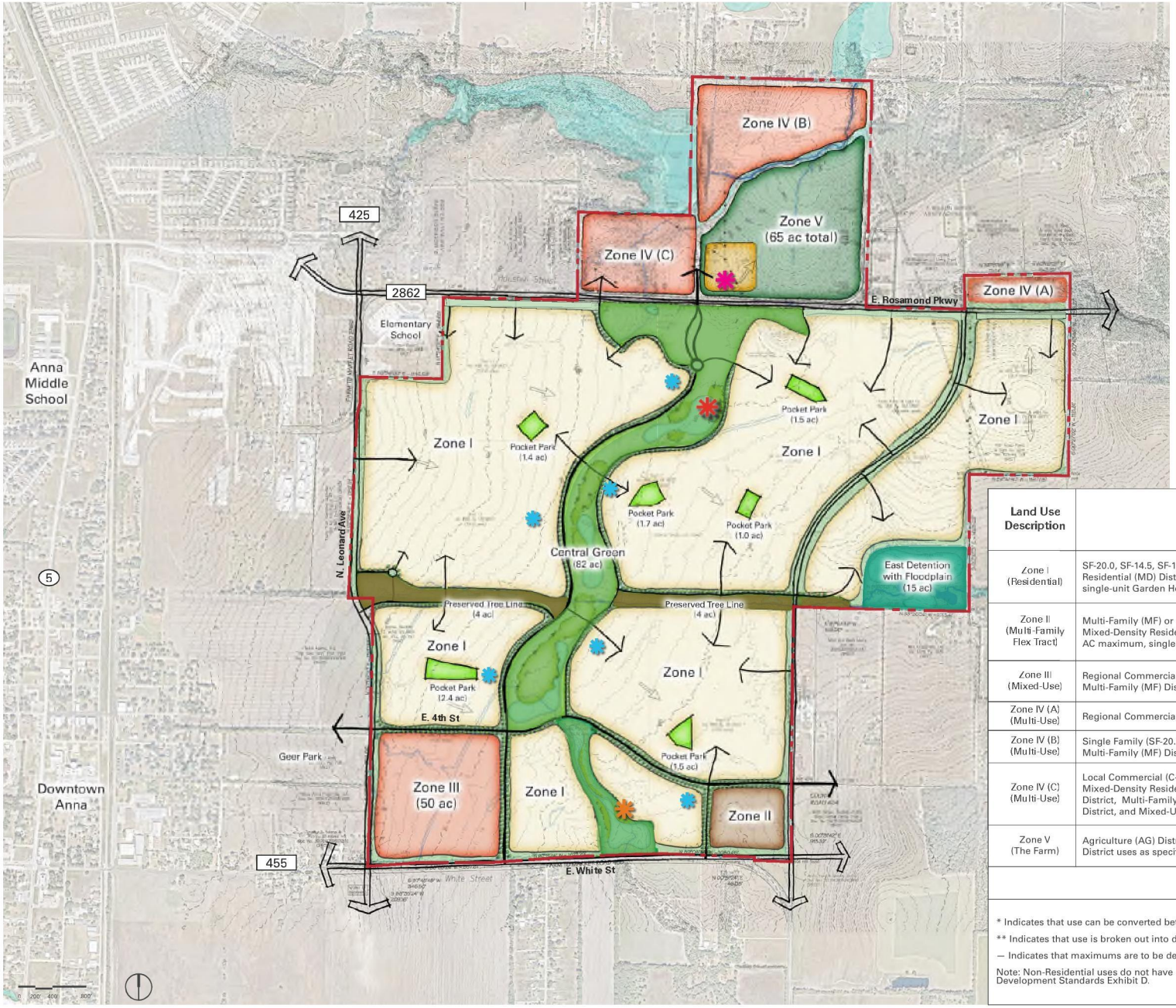
Issue Dates:	Date	Revisions
1/29/24		

Scale: 1" = 200'
Drawn By: ED
Checked By: DKB
Sheet 1 of 1
JOB # 23-288

Plotted by: justinel Plot Date: 3/14/2024 10:08 AM
Drawing: G:\2023 JOBS\23-288 Sherley Farms\SURVEY\DWG\23-288 Survey.dwg Saved By: justinel Save Time: 3/8/2024 2:58:27 PM

Exhibit C

Illustrative Layout



Open Space Summary	
Central Green	±74 ac
Preserved Tree Line	±8 ac
East Detention with Floodplain	±15 ac
Pocket Park	±10 ac
Miscellaneous	±10 ac
Total	±117 ac

Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting

Legend

- A Farm-style Amenity Center with operational farming facilities for the benefit of community residents and the broader community
- Amenity Center No. 1 – to be precisely located at the time of Phase 1 Preliminary Plat
- Amenity Center No. 2 – to be precisely located and construction to start prior to the issuance of the 1,750th building permit
- Sherley Squares - conceptual locations to be determined through the platting process

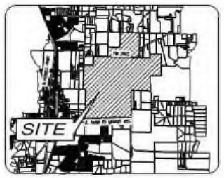
Land Use Description	Zoning Classification	Maximums	
		Single-Family (SF) DUs	Multi-Family (MF) DUs
Zone I (Residential)	SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC Maximum, single-unit Garden Homes and single-unit Townhomes	3,030	0
Zone II (Multi-Family Flex Tract)	Multi-Family (MF) or SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC maximum, single-unit Garden Homes and single-unit Townhomes	160*	200*
Zone III (Mixed-Use)	Regional Commercial (C-2) District, Light Industrial (I-1) District, Multi-Family (MF) District, and Mixed-Density Residential (MD) District	–	600**
Zone IV (A) (Multi-Use)	Regional Commercial (C-2) District and Light Industrial (I-1) District	–	–
Zone IV (B) (Multi-Use)	Single Family (SF-20.0) District, Single Family Cottage Residential District, and Multi-Family (MF) District		
Zone IV (C) (Multi-Use)	Local Commercial (C-1) District, Single Family Residential (SF-20.0) District, Mixed-Density Residential (MD) District, Single Family Cottage Residential District, Multi-Family (MF) District, Agriculture (AG) District, Light Industrial (I-1) District, and Mixed-Use (MU) District		
Zone V (The Farm)	Agriculture (AG) District, Local Commercial (C-1) District and Mixed-Use (MU) District uses as specifically noted in Exhibit D Development Standards		
	TOTAL	3,190	800

* Indicates that use can be converted between single-family and multi-family as noted in the Development Standards Exhibit D.

** Indicates that use is broken out into different subcategories as noted in the Development Standards Exhibit D.

– Indicates that maximums are to be determined by site plans and plats as development occurs.

Note: Non-Residential uses do not have a prescribed maximum other than available acreage and specific limits within the Development Standards Exhibit D.



LOCATION MAP / KEY MAP

The information shown is based on the best information available and is subject to change without notice.

EXHIBIT C - ILLUSTRATIVE LAYOUT

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

Exhibit D

Development Standards

Exhibit D
Development Standards

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SECTION 6. ZONING ORDINANCE MODIFICATIONS
SECTION 7. ZONING SITE DESIGN CHANGES
SECTION 8. ZONING LANDSCAPING CHANGES
SECTION 9. ARTICLE 9.05 SIGN ORDINANCE
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SECTION 1. ADMINISTRATION

A. Interpretation

In the event of any conflict between the City Regulations and the development standards on this **Exhibit D**, the development standards on this **Exhibit D** shall control. The project shall abide by all City regulations, as amended herein.

B. Illustrative Plan - Exhibit C

The subject property, referred to herein as the "Site", shall generally develop per **Exhibit C**, the Illustrative Plan. The Illustrative Plan displays the general location and configuration of land uses, arterial and collector roads, and other area features. Exhibit C shall serve as the Concept Plan to inform future Preliminary Site Plans.

C. Administrative Modifications

Modifications to the Illustrative Plan, **Exhibit C,** shall be administered per the thresholds in Table 1.. Preliminary Site Plans shall be administered per the thresholds in Table 1. Minor Amendments shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. Major Amendments shall require approval of the Planning and Zoning Commission and City Council. Major Amendments shall require a complete amended and restated Planned Development District document rather than a brief amendment that refers to the original Planned Development District document.

Table 1: Major and Minor Amendments

Minor Amendment	Major Amendment
Modification up to 10% to the numerical standards of the Planned Development District	Modification greater than 10% to the numerical standards of the district
Throughfares and Blocks may be modified while maintaining the general throughfare connectivity as depicted in **Exhibit C**.	Any change that does not maintain connectivity as generally depicted in **Exhibit C**.
Modification of the anticipated order of development for the overall property	N/A
Modifications to approved Street Cross-Sections to accommodate specific considerations regarding traffic calming, emergency vehicle access, accommodate pedestrian and bike traffic, and modify on-street parking configuration	N/A

D. Applicability of Subdivision Ordinance, Design Standards and Zoning Ordinance

The subject property is intended to be an architecturally and culturally significant tract of land that is meaningfully located along two regionally significant east-west thoroughfares and just east of Downtown Anna. Except as otherwise provided in these Development Standards (**Exhibit D)**, the City's subdivision ordinance, design standards and zoning ordinance in effect at the time of the written approval of this Planned Development shall apply.

SECTION 2. USE CRITERIA BY ZONE

The site shall be developed according to applicable city regulations as amended herein to the Zones as depicted in **Exhibit C**. The Site is divided into six zones with distinctive characters and uses permitted in each Zone as described herein.

A. Zone I - Residential Tracts

1. Permitted Uses

The tracts shown on **Exhibit C** as Zone I shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in any of the following zoning districts: SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District uses as outlined herein, Garden Home Unit, Townhome Unit and Mixed-Use (MU) District. Additionally, school uses and Civic/City uses are permitted within the Residential Tracts. These tracts shall include outdoor amenitization of the adjacent open space and detention areas.

2. Lot Type Criteria

A maximum of 3,030 dwelling units may be attached or detached. Within Zone I the 3,030 dwelling unit product mix shall be allocated in accordance with the following proportional limitations:

Table 2: Lot Type Allocation

Lot Type	Zoning Designation	Site Approx. Lot Width	Unit Mix Thresholds
A	SF-20	100'	A Minimum of 6% of total lots in Zone I
B	SF-14.5	100'	
C	SF-12.0	90'	A Minimum of 6% of total lots in Zone I
D	SF-10.5	80'	
E	SF-8.4	70'	
F	SF-7.2	60'	A Maximum of 60% of total lots in Zone I
G	SF-6.0	50'	
H	MD 40	40'	A Maximum of 30% of total lots in Zone I
I	MD Single-Family Attached (Townhomes)	25'	
J	MD Garden Homes	60'	

Note: To maintain a balance of lot types, the minimum percentage of Type A through E lots (in aggregate) will be at least 10% of the total number of lots indicated on City-approved Civil Plans to be measured at the point where an increment of 750 lots is triggered by the submission of Civil Plans for City Approval. The percentage of Type A through E lots in excess of 10% shall be counted

as a credit that will accumulate credit to the next 750 lot increment measure so that the measure is accounted for as a cumulative requirement. The Civil Engineering Plans for each Phase shall include a table that details this condition on a cumulative basis.

3. **Mixed-Use Node Criteria**
   A maximum of four (4) two-acre Mixed-Use Nodes ("Sherley Squares") at select locations within Zone I. Exact locations of Mixed-Use Nodes shall be indicated on a Preliminary Site Plan within the Zone I area as depicted on Exhibit C. Where a Mixed-Use Node is placed it shall replace the underlying zoning on the parcel in which it is used. If the Mixed-Use Node is not used the underlying zoning shall remain. These Mixed-Use Node locations shall maintain a 1,000' separation between individual Mixed-Use Nodes. The Mixed-Use Node locations shall be limited to either restaurant, retail, live-work or other service uses intended to provide more neighborhood services dispersed throughout the development. The Mixed-Use Nodes shall be developed according to the Mixed-Use (MU) District Dimensional Standards and shall be required to meet the parking requirements of the particular use developed with on-street parking, off-street parking or a mixture of both. On-street parking will be parallel.

B. Zone II - Multifamily (Flex Tract)

1. **Permitted Uses**
   The tract shown on **Exhibit C** as Zone II shall be developed in accordance with either the Multi-Family Residential (MF) District or may revert to the Residential zoning district regulations permitted in Zone I as modified herein along with school uses and Civic/City uses. This tract shall include outdoor amenitization of the adjacent open space and detention areas. This tract shall be subject to a maximum multi-family dwelling unit count of 200 units.

2. **Unit Reallocation Criteria**
   Should this tract revert to one or more of the Residential zoning districts permitted in Zone I, the 200 Multi-Family units shall increase the 3,030 permitted dwelling units by 160 units to a revised total of 3,190 Single Family units. If developed as single family, the unit thresholds in **Table 2: Lot Type Allocation** of Zone I above shall apply.

3. **Site Plan Requirement**
   Development in Zone II requires Site Plan approval to ensure conformance with city development standards as modified herein.

C. Zone III – South Multi-Purpose Commercial Tract

1. **Permitted Uses**
   The tract shown on **Exhibit C** as Zone III shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:
   - Regional Commercial (C-2) District:
     - All permitted uses
   - Light Industrial (I-1) District, limited to the following uses:
     - Batching Plant (Permitted as a Temporary Use)
     - Brewery/Distillery
     - Tasting Room
     - Self-Storage (Mini-Warehouse) Limited to 125,000 SF of ground-level floor area.
     - Commercial Kitchen
     - Food Truck Park
     - Greenhouse and Nursery
   - Multi-Family Residential (MF) District:
     - All permitted uses

    - Total Multi-Family units not to exceed 600 total units
    - Townhome Unit (multiple DUs on single platted lot) – limited to a maximum unit count of 100
    - Duplex Unit (multiple DUs on single platted lot) – limited to a maximum unit count of 100
    - Condos - limited to a maximum of unit count of 100
    - Multi-Family building types, other than Townhome Unit and Duplex Unit, limited to a maximum unit count of 400 Multi-Family Units
- Mixed-Density Residential (MD) District:
    - All permitted uses (including Single-Family Attached (single DU on single platted lot, including without limitation individual-lot townhome) and Two-Family Dwellings (single DU on single platted lot including without limitation individual-lot duplex)

2. Prohibited Uses

Prohibited Uses in Zone III include the following:

- Pawn Shop / Pay day loans
- Radio/Television studios
- Taxidermist
- Funeral Services
- Governmental service yards
- Flea Market

3. Dimensional Standards

The Zoning Districts selected for Zone III shall be developed in accordance with their corresponding dimensional standards:

- Regional Commercial (C-2) District, as modified herein
- Light Industrial (I-1) District, as defined in Section 9.04.023
- Multi-Family Residential (MF) District, as modified herein
- Mixed-Density Residential (MD) District, as modified herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

4. Buffer Criteria:

Any permitted Light Industrial (I-1) use shall be buffered from being directly adjacent to for-sale single-family attached or detached housing by a buffer street, buffer use, or a landscape buffer.

- A Buffer street is a Collector or larger street;
- A Buffer use is either Multi-Family, Mixed-Use, Commercial, or Retail uses in-between Light Industrial uses and for-sale single-family attached or detached housing.
- A landscape buffer shall be a landscaped area of at least 25 feet in width along the common property line planted with one canopy tree for each 30 linear feet, provided that the spacing shall be reasonably expanded to accommodate a specific tree species requiring more spacing to promote long term health and growth.

5. Site Plan Requirement

Development in Zone III requires Site Plan approval to ensure conformance with city development standards.

D. Zone IV – North Multi-Purpose Commercial Tracts

1. Site Plan Requirement

Development in Zone IV and its sub-zones require Site Plan approval to ensure conformance with city development standards.

2. Zone IV(A)

a. Permitted Uses

The tracts shown on **Exhibit C** as Zone IV(A) shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:

- Regional Commercial (C-2) District:
    - All permitted uses
- Light Industrial (I-1) District, limited to the uses following uses:
    - Batching Plant (Permitted as a Temporary Use)
    - Brewery/Distillery
    - Commercial Kitchen
    - Food Truck Park
    - Outdoor Storage
    - Feed and Farm Supply
    - Greenhouse and Nursery
    - Auto Repair (Heavy and Light)
    - Heavy Equipment Sales and Rentals
    - Athletic Field (Public and Private)
    - Community Center (Public and Private)
    - Country Club
    - Racetrack
    - Sport Shooting Range
    - Park
    - Commercial Cleaning Facility
    - Self-Storage (Mini Warehouse)
    - Wholesale Showroom Facility
    - Assisted Living Facility
    - Child Care Facility, Daycare
    - Community Home for Persons with Disabilities
    - Agriculture
    - Agritainment
    - Outdoor Storage and Display
    - Stable
    - Swimming Pool Private

b. Prohibited Uses

Prohibited Uses in Zone IV(A) include the following:

- Radio/Television studios
- Taxidermist
- Funeral Services
- Governmental service yards
- Flea Market

c. Dimensional Standards

The Zoning Districts selected for Zone IV(A) shall be developed in accordance with their corresponding dimensional standards:

- Regional Commercial (C-2) District, as modified herein
- Light Industrial (I-1) District, as defined in Section 9.04.023

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

3. Zone IV(B)

a. Zone Vision

Zone IV(B)- is envisioned to be a primarily residential area surrounded by floodplain open space.

b. Permitted Uses

The tract shown on **Exhibit C** as Zone IV(B) shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding zoning districts, unless otherwise stated:

- Single Family Residential (SF-20.0) District:
  - All permitted uses
- Single-Family Cottage Residential District:
  - Industrialized Home (Modular Home)
  - Manufactured Homes (with permanent foundation)
  - Single-Family Dwelling, detached
  - Single-Unit or Duplex Unit Park
  - Bed and Breakfast Facility (SUP required)
  - Dormitory (SUP required)
  - Athletic Field, Public
  - Athletic Field, Private (SUP required)
  - Community Center, Public
  - Community Center, Private
  - Park
  - Swimming Pool
  - Civic Center
  - Public Library, Museum or Art Gallery (SUP required)
  - Religious Land Use
  - School
  - Child Care Home (≤6 Children) (SUP required)
  - Electrical Substation (SUP required)
  - Gas Metering Station (SUP required)
  - Gas Metering Station with Odorizer (SUP required)
  - Governmental Service yard (SUP required)
  - Radio, TV or Microwave Operations, Amateur (SUP required)
  - Accessory Building
  - Accessory Dwelling Unit (SUP required)
  - Carport
  - Home Occupation
  - Garage
  - Swimming Pool, Private (SUP required)
  - Wind Energy Conversion System (SUP required)
  - Batching Plant (Permitted as a Temporary Use)
  - Field or Sales Office
  - May include Shared Workspace as a permitted accessory use that will serve as a residential amenity
- Multi-Family Residential (MF) District:
  - Cottage Unit only (if multiple DUs on a single platted lot)

c. Dimensional Standards

The Zoning Districts selected for Zone IV(B) shall be developed in accordance with their corresponding dimensional standards:

- Single Family Residential (SF-20.0) District, as modified herein
- Single-Family Cottage Residential District, as defined herein
- Multi-Family Residential (MF) District, as defined herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

4. Zone IV(C)

a. Permitted Uses

The tracts shown on **Exhibit C** as Zone IV(C) shall be developed in accordance with one or more of the following zoning district regulations, as modified herein, and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:

- Local Commercial (C-1) District:
  - All permitted uses
  - Medical Care Facility
  - Childcare Facility, Daycare
- Single Family Residential (SF-20.0) District:
  - All permitted uses
- Mixed Density (MD) Residential
  - All permitted uses
- Single-Family Cottage Residential District:
  - Industrialized Home (Modular Home)
  - Manufactured Home (with permanent foundation)
  - Single-Family Dwelling, detached
  - Single-Unit or Duplex Unit Park
  - Bed and Breakfast Facility (SUP required)
  - Dormitory (SUP required)
  - Athletic Field, Public
  - Athletic Field, Private (SUP required)
  - Community Center, Public
  - Community Center, Private
  - Park
  - Swimming Pool
  - Civic Center
  - Public Library, Museum or Art Gallery (SUP required)
  - Religious Land Use
  - School
  - Child Care Home (≤6 Children) (SUP required)
  - Electrical Substation (SUP required)
  - Gas Metering Station (SUP required)
  - Gas Metering Station with Odorizer (SUP required)
  - Governmental Service yard (SUP required)
  - Radio, TV or Microwave Operations, Amateur (SUP required)
  - Accessory Building
  - Accessory Dwelling Unit (SUP required)
  - Carport
  - Home Occupation
  - Garage
  - Swimming Pool, Private (SUP required)
  - Wind Energy Conversion System (SUP required)
  - Batching Plant (Permitted as a Temporary Use)
  - Field or Sales Office
  - May include Shared Workspace as a permitted accessory use that will serve as a residential amenity
- Multi-Family Residential (MF) District:
  - Cottage Unit only (if multiple DUs on single platted lot)

- Agricultural (AG) District:
    - All permitted uses
    - Agritainment
    - Itinerant Vendor
    - Farmer's Market
- Light Industrial (I-1) District, limited to the uses following uses:
    - Batching Plant (Permitted as a Temporary Use)
    - Brewery/Distillery
    - Tasting Room
    - Commercial Kitchen
    - Food Truck Park
    - Greenhouse and Nursery
    - Feed and Farm Supply
    - Bar
    - Private Club
- Mixed Use Development
    - All permitted uses

b. Dimensional Standards

The Zoning Districts selected for Zone IV(C) shall be developed in accordance with their corresponding dimensional standards:

- Local Commercial District (C-1), as modified herein
- Single Family Residential (SF-20.0) District, as modified herein
- Single Family Cottage Residential District, as modified herein
- Mixed Density (MD) Residential, as modified herein
- Multi-Family Residential (MF) District, as defined herein
- Agricultural (AG) District, as defined herein
- Light Industrial (I-1) District, as defined herein
- Mixed-Use (MU) District, as defined herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

E. Zone V - The Farm

1. Zone Vision

The Farm is envisioned to be an agricultural reserve with agricultural focused commercial activities.

2. Permitted Uses

Tracts shown on **Exhibit C** as Zone V shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning district, unless otherwise stated:

- Section 9.04.028 land use table AG uses already permitted by right
- Agritainment
- Artist Studio
- Bar
- Brewpub
- Food preparation and sales
- Food Truck Park
- Grocery Store
- Mixed-Use (MU)
- Restaurant and tasting room
- Outdoor Dining
- Farmer's Market

- On-Site Residence for Farmer
- Multi-Family (Permitted with SUP)
- Hotel (Permitted with SUP)
- Brewery/Distillery (Permitted with SUP)
- Childcare facility (Permitted with SUP)

3. **Prohibited Uses**
   Prohibited Uses in Zone V include the following:
   - Feedlot
   - Mobile Home / Manufactured Homes with chassis and wheels (personal property)
   - Wind Energy Conversion System
   - Country Club
   - Golf Course
   - Carport
   - Concrete Batch Plant
   - Flea Market
   - Seasonal Roadside Stand

4. **Dimensional Standards**
   The Zoning Districts selected for Zone V shall be developed in accordance with their corresponding dimensional standards:
   - Agricultural (AG) District, as defined herein
   - Local Commercial District (C-1), as modified herein
   - Mixed-Use (MU) District, as defined herein

   If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

5. **Site Plan Requirement**
   Development in Zone V requires Site Plan approval to ensure conformance with city development standards.

SECTION 3. OPEN SPACE

A. Vision

The vision for the community includes extensive open space and activation of detention areas with concrete trails and single-loaded streets that preserve the public view of the natural beauty. The pocket parks are intended to provide valuable open space within walking distance of most residential units, provide passive and moderately active recreational opportunities including, but not limited to, open play areas, natural interpretive areas, neighborhood playgrounds, children's water play areas, and small neighborhood gathering spaces. The central green is intended to create a natural scenic connection through the center of the community and shall consist of trails, natural landscaping, usable open space, and ponds that are reflective of the native environment. The open space requirements in 9.04.029(d) (3) shall not apply to Mixed-Density Residential types, multifamily units or residential uses in Zones II, III, IV and V, as the open space provided in Zone I is to serve the needs for the entire development Site.

B. Required Elements

Open space, that is publicly accessible, whether owned and maintained by the City of Anna, the Owners Association, or other ownership entity, shall count toward the minimum open space requirement. The open space and amenities identified in this section and the Open Space and Trails **Exhibit J** satisfies the open space and park requirements for the Site in its entirety and no park acquisition or development fees are applicable. The open space for the Site shall include:

1. A regional trail running north / south through the project along the primary open space areas which will include trailheads.
2. Incorporation of pocket parks and activated open space throughout the community, as generally shown on the Illustrative Plan. The size and location of pocket parks and activated open space shall be generally delineated on a Preliminary Site Plan and then finalized through the platting process. Pocket parks and activated open space may be spread across multiple locations within the Zone provided the overall amount of the requirement is met as depicted on **Exhibit C.**

C. Maintenance

Open Space and structures thereon shall be maintained by the property owner, the Owners Association, or other ownership entity unless otherwise dedicated to the City. The property owner, Owners Association, or other ownership entity may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the Open Space.

SECTION 4. AMENITIES

Amenity Centers shall be located on a private lot and shall not count towards any open space requirement.

A. One large amenity center to be located in Phase 1 including, at a minimum: an amenity center building, a swimming pool, bathrooms, a playground, and an open recreation area. Construction for this amenity center shall commence prior to the issuance of the 300th single family building permit.

B. A second amenity center on the southern side of the community, including at a minimum: an amenity center building, bathrooms, a playground, and an open recreation area. Construction for this amenity center shall commence prior to the issuance of the 1,750th single family building permit.

SECTION 5. SUBDIVISION ORDINANCE MODIFICATIONS

A. Revise 9.02.081.a to read:

The construction, arrangement, character, extent, width, grade and location of all streets shall conform to the city's comprehensive plan and design standards and shall be considered in their relation to the following, whether the streets are within the city, or within its ETJ area. Street sections presented in this **Exhibit D** shall supersede any other City of Anna ordinances or standards.

B. Revise 9.02.081.c.4 to read:

Approach streets and access.

All subdivisions must have at least two points of vehicular access and must be connected via improved streets (streets that meet the city standards) to the city's improved thoroughfare and street system by one or more approach streets of such dimensions and improved to such standards as required herein. All residential subdivisions, with the exception of multifamily dwellings and single-unit or duplex unit park developments, shall provide no less than one entrance for each 50 lots including stubs for future development. ~~and in no case shall have more than 150 lots for each connection to an existing street.~~

C. Revise 9.02.081.c.5.A to read:

Off-site and adjacent improvements based on traffic impact analysis (TIA) of project specific impacts.

a. If in the opinion of the City Engineer or Director of Development Services, sufficient vehicular access and street capacity approaching and adjacent to the subdivision is not available to serve the proposed subdivision, the city may require the developer to provide a traffic impact analysis ("TIA") of the proposed development. ~~Such TIA when required shall be submitted to the City as part of the preliminary~~

~~plat application.~~ Based on the TIA, necessary improvements attributable to the proposed development may be incorporated into the development plans at the discretion of city staff.

D. Revise 9.02.081.L.1 to read:

Street section requirements.

Typical street sections shall be based upon projected traffic volume, existing soil conditions, and drainage condition and requirements. Street right-of-way widths, pavement widths, and median widths shall be as shown on ~~the comprehensive plan, in the City's design standards, and shall specifically be as specified in Division 9, Table 1.~~ **Exhibit D** in the Development Agreement.

E. Revise 9.02.081.o.1 to read:

Maximum and minimum length of block or street segments.

The maximum length of any block or street segment, ~~including~~ excluding looped streets, shall be 1,200 feet and the minimum length of any block or street segment shall be 400 feet. except in a key lot scenario, as measured along the street centerline and between the point(s) of intersection with other through streets. The minimum block length for a horseshoe street shall be 260 feet. A cul-de-sac or dead-end street shall not be considered a through street and shall not exceed 600' in length for Lot Types F through J, but otherwise shall not exceed 900' in length. The block length is not measured along the side of a block that does not include the front of any lot.

F. Revise 9.02.081.t.1 to read:

Residential driveways.

Residential driveway cuts shall not be allowed on streets that are larger than a neighborhood (50-foot right-of-way) or residential collector street (60-foot right-of-way). ~~Residential driveways shall be at least 30 feet from any intersection.~~ For corner lots residential driveways shall be located on the opposite side of the lot from the intersection. Rear and side driveway access to collector and thoroughfare streets shall be prohibited.

G. Revise 9.02.083.b to read:

Residential alleys.

~~In residential districts, alleys shall be parallel, or approximately parallel, to the frontage of the street. Alleys in residential districts shall provide a minimum of 20 feet of right-of-way and 15 feet of pavement.~~ Alleys in residential districts shall provide a Right-of-way and pavement width in compliance with the street sections presented in **Exhibit D** of the Development Agreement.

H. Revise 9.02.086.a.1 to read:

Pedestrian concrete walkways (sidewalks) not less than the following width shall be provided along both sides of newly constructed streets as follows:

Street Type	Sidewalk Width
Arterial	6 feet
Divided and undivided collector	6 feet
Neighborhood collector	6 feet
Local residential	~~6~~5 feet

I. Revise 9.02.087.e to read:

Double frontage lots.

Residential subdivisions with double frontage lots shall be avoided, except where they may be essential to provide separation from arterial or collector streets, or to overcome a specific disadvantage or hardship imposed by topography or other factors. Where lots have double frontage, appropriate building setback lines shall be established for each street side, and rear yard screening shall be provided in accordance with section 9.02.167 of this article. Except as provided within this subsection, residential lots shall not back onto any residential street or collector street within a residential area or neighborhood. ~~and shall not have more than ½ of their perimeter boundaries along streets~~

J. Revise 9.02.087.g to read:

Residential lot depth.

(1) No lot shall be platted less than 100 feet in depth unless located within the mixed density residential (MD) District, the downtown (DT) District, applicable planned development (PD) District, or districts where minimum lot depth is N/A.

(2) Lots facing or backing on arterial or collector roadways (rights-of-way greater than 60 feet), shall be at least 10 feet deeper than the minimum required depth of lots facing the local streets within the development. This depth is in addition to the minimum 20-foot-wide landscape buffer requirement for residential developments when adjacent to arterial and collector roadways. If a landscape buffer of 30' or deeper is provided, the requirement for a 10' deeper residential lot shall not apply.

K. Revise 9.02.087.b to read:

Minimum frontage on a public street.

Each lot on a subdivision plat shall front onto a dedicated, improved public street or HOA owned open space lot, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All single family detached lots shall have a minimum of 40 feet of frontage as measured at the front building setback line fronting a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district. Lots that front onto an HOA-owned open space lot shall have access to a dedicated, improved public alley.

L. Revise 2.14.A of the City of Anna Design Standards Manual to read:

Residential: Residential driveways to serve two car garages shall be not less than eleven (11) feet nor more than ~~twenty (20)~~ twenty-two (22) feet in width at the property line. The width of the driveway will be larger at the garage for a three car (width to be maximum of twenty-eight (28) feet). Shared driveways and garages larger than three cars shall be a case-by-case basis as may be approved administratively by city staff. Residential driveways shall be separated from one another by a distance of at least ten (10) feet. The radii of all residential driveway returns shall be a minimum of five (5) feet and shall not extend past the adjoining property line. ~~The driveway approaches devoted to one use shall not occupy more than sixty percent (60%) of the frontage abutting the roadway or alley.~~

SECTION 6. ZONING ORDINANCE MODIFICATIONS

A. Sec. 9.04.010 Single-Family Residential (SF-20.0) District (Type A Lot)

(a) Purpose. The Single-Family Residential (SF-20.0) district is designed to accommodate a single-family residential development lot design on approximately half-acre (1/2 acre) lots. The district may be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Estate Residential Place Type.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-20.0) district shall follow Table 3: Single-Family Residential (SF-20.0) District Dimensional Standards, as modified.

Table 3: Single-Family Residential (SF-20.0) District Dimensional Standards – Type A

Single-Family Residential (SF-20.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	20,000 square feet average 15,000 square feet minimum
B	Lot Width (min.) as measured at front building setback line	100 feet
C	Lot Depth (min.)	150 feet
D	Lot Coverage (max.)	40%

Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 20 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	10 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-20.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

B. Sec. 9.04.011 Single-Family Residential (SF-14.5) District (Type B Lot)

(a) Purpose. The Single-Family Residential (SF-14.5) district is designed to accommodate a single-family residential development design on roughly one-third acre (⅓-acre) lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living Place Type.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-14.5) district shall follow Table 4: Single-Family Residential (SF-14.5) District Dimensional Standards, as modified.

Table 4: Single-Family Residential (SF-14.5) District Dimensional Standards – Type B

Single-Family Residential (SF-14.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	14,500 square feet Average 12,150 square feet minimum
B	Lot Width (min.) as measured at front building setback line	90 feet
C	Lot Depth (min.)	135 feet
D	Lot Coverage (max.)	45%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 20 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		

Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping	Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-14.5) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

C. Sec. 9.04.012 Single-Family Residential (SF-12.0) District (Type C Lot)

(a) Purpose. The Single-Family Residential (SF-12.0) district is designed to accommodate single-family residential development on roughly quarter-acre (¼-acre) lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-12.0) district shall follow Table 5: Single-Family Residential (SF-12.0) District Dimensional Standards, as modified.

Table 5: Single-Family Residential (SF-12.0) District Dimensional Standards – Type C

Single-Family Residential (SF-12.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	12,000 square feet average 9,600 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	80 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	45%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-12.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the

right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

D. Sec. 9.04.013 Single-Family Residential (SF-10.5) District (Type D Lot)

(a) Purpose. The Single-Family Residential (SF-10.5) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in Single-Family Residential (SF-10.5) district shall follow Table 6: Single- Family Residential (SF-10.5) District Dimensional Standards, as modified.

Table 6: Single-Family Residential (SF-10.5) District Dimensional Standards – Type D

Single-Family Residential (SF-10.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	10,500 square feet average 8,400 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	70 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House face / Porch – 15 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-10.5) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

E. Sec. 9.04.014 Single-Family Residential (SF-8.4) District (Type E Lot)

(a) Purpose. The Single-Family Residential (SF-8.4) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-8.4) district shall follow Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards, as modified.

Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards – Type E

Single-Family Residential (SF-8.4) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	8,800 square feet average 8,400 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	70 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	20 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-8.4) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

F. Sec. 9.04.015 Single-Family Residential (SF-7.2) District (Type F Lot)

(a) Purpose. The Single-Family Residential (SF-7.2) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Cluster Residential PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-7.2) district shall follow Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards, as modified.

Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards – Type F

Single-Family Residential (SF-7.2) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	7,500 square feet average 7,200 square feet minimum
B	Lot Width (min.) as measured	60 feet

	at the front building setback line	
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	20 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-7.2) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

G. Sec. 9.04.016 Single-Family Residential (SF-6.0) District (Type G Lot)

(a) Purpose. The Single-Family Residential (SF-6.0) district is designed to accommodate single-family residential development on relatively smaller lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Cluster Residential PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-6.0) district shall follow Table 9: Single-Family Residential (SF-6.0) District Dimensional Standards, as modified.

***Table 9: Single-Family* Residential (SF-6.0) District Dimensional Standards – Type G**

Single-Family Residential (SF-6.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	6,300 square feet average 6,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	50 feet
C	Lot Depth (min.)	100 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 10 feet
F	Rear Yard (min.)	20 feet

G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-6.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

H. Sec. 9.04.017 Mixed-Density Residential (MD) District

(a) Purpose. The Mixed-Density Residential (MD) district provides medium-density residential development with diversified housing choices. This district encourages a mix of single-family and two-family residential uses and incentivizes community amenities to form compact, accessible, and walkable neighborhoods. This district implements the character and intent of the Comprehensive Plan's Urban Living PlaceTypes. The Mixed-Density District is defined on the Site to consist of four sub-types: Type H (40 Foot SF), Type I (Single Family Attached including invidual-lot townhome), Two-Family Dwelling (including individual-lot duplex), Type J (Garden Homes).

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Mixed-Density Residential (MD) district shall follow Table 10: Mixed-Density Residential (MD) District Dimensional Standards, as modified.

(d) Special Regulations.

(1) The Mixed-Density Residential (MD) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Zero lot line, 1'/9' split or 3'/7' split may be allowed as long as the overall building to building setback is 10 feet.

(4) Alley loaded garage setbacks (from the alley) shall be measured from the garage door to the edge of pavement of the alley or mews street. The distance shall be either 1) between 3 to 5 feet or 2) more than 20 feet.

(5) Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.

(6) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

(7) Any Mixed-Density Residential Unit shall:

- Have permanent foundations
- May utilize modular construction
- Not be manufactured or mobile homes with chassis and wheels

Table 10-A: Mixed-Density Residential (MD) District Dimensional Standards – Type H (40 Foot SF)

Mixed-Density Residential (MD) District Dimensional Standards Type H (40 Foot SF)

Lot Requirements		
A	Lot Area ~~(min.)~~	4,500 square feet average 4,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	40 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	65%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	25 feet, See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-B: Mixed-Density Residential (MD) District Dimensional Standards – Type I (Single-Family Attached – single DU on single lot including without limitation individual-lot townhome)

Mixed-Density Residential (MD) District Dimensional Standards Type I (Single-Family Attached – single DU on single lot)		
Lot Requirements		
A	Lot Area ~~(min.)~~	2,200 square feet average 2,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	25 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	75%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	N/A
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-C: Mixed-Density Residential (MD) District Dimensional Standards – Two-Family (single DU on single lot including without limitation individual-lot duplex)

Mixed-Density Residential (MD) District Dimensional Standards Two-Family (single DU on single lot)		
Lot Requirements		
A	Lot Area ~~(min.)~~	4,400 square feet average 4,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	50 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	75%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	N/A
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-D: Mixed-Density Residential (MD) District Dimensional Standards – Type J (Garden Homes – single DU on single lot)

Mixed-Density Residential (MD) District Dimensional Standards Type J (Garden Homes – single DU on single lot)		
Lot Requirements		
A	Lot Area ~~(min.)~~	3,300 square feet average 2,800 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	60 feet
C	Lot Depth (min.)	50 feet
D	Lot Coverage (max.)	60%
Setback Requirements		
E	Front Yard (min.)	10 feet (5 feet to property line between units, i.e. 10 feet overall between units)
F	Rear Yard (min.)	10 feet (5 feet to property line between units, i.e. 10 feet overall between units)
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	25 feet (only if facing City Street)
Building Requirements		
J	Building Height (max.)	40 feet

Additional Applicable Requirements within the Zoning Ordinance	
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping	Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

I. Single-Family Residential (Cottage Home District)

(a) Purpose. The Single-Family Cottage Residential district is designed to accommodate a single-family residential development of detached units on individual lots. The Cottage homes are intended to be situated adjacent to a shared open space. The district can be appropriately located near agricultural, commercial, and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Estate Residential PlaceType.

(b) Development in Single-Family Residential (Cottage Home District) requires Site Plan approval to ensure conformance with city development standards.

(c) Dimensional Standards. Development in the Cottage Home district shall follow the Dimensional Standards, as modified.

Single-Family Cottage Residential District Dimensional Standards

Single-Family Cottage Residential District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	1,800 SF
B	Building Separation (min.)	10 feet
C	Lot Depth (min.)	45 feet
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.)	5 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
Building Requirements		
I	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) Cottage homes shall provide 1.75 parking spots per unit which can be provided as off-street parking and/or on-street parking.

(2) Not be manufactured or mobile homes with chassis and wheels Zero lot line

(3) 1'/9' split or 3'/7' split may be allowed as long as the overall building to building setback is 10 feet.

(4) Any Single-Family Cottage Residential Unit shall:

- Have permanent foundations
- May utilize modular construction
- Not be manufactured or mobile homes with chassis and wheels

J. Sec. 9.04.018 Multifamily Residential (MF) District

(a) Purpose. The Multifamily Residential (MF) District provides for high-density residential development, targeting well-designed multifamily uses serving as a transition between medium-density residential development and commercial nodes. This district encourages multifamily uses with site development characteristics that accommodate open space and access to light and air. This district implements the character and intent of the comprehensive plan's urban living place type.

(b) Uses. See Table 19: Use Table and all applicable regulations in division 3.

(c) Dimensional Standards. Development in the Multifamily Residential (MF) District shall follow Table 11: Multifamily Residential (MF) District Dimensional Standards, as modified.

(d) For the avoidance of doubt, MF District includes the following uses if multiple dwelling units are located on a single lot: Townhome Unit, Duplex Unit, Cottage Home Unit and Condominium Unit.

Table 11: Multifamily Residential (MF) District Dimensional Standards

Multifamily Residential (MF) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	5,000 square feet
B	Lot Width (min.)	50 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	10 feet
H	Corner Side Yard (min.)	25 feet
Building Requirements		
J	Building Height (max.)	85 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(e) Special Regulations.

(1) Minimum lot areas for attached single-family and two-family dwellings shall be 2,400 square feet per dwelling unit.

(2) Lot widths for a lot containing attached single-family and two-family dwellings shall be no less than 20 feet per ground floor unit plus side yard requirements.

(3) No lot containing multifamily dwelling units shall contain less than 10,000 square feet.

(4) No lot containing a single-unit or duplex unit park shall contain less than 20,000 square feet.

(5) No building in a single-unit or duplex unit park, attached single-family dwelling, two-family dwelling, or townhome unit shall exceed a height of 40 feet.

(6) Any building with multiple stories and greater than 40 feet tall shall comply with the regulations specified in section 9.04.041(h).

(7) When a multifamily dwelling exceeds one story in height, an automatic sprinkler system shall be installed in accordance with existing fire codes and each building shall have two points of entry or exit.

(8) The maximum density for a multifamily dwelling is 100 units per acre.

(9) The maximum density for a townhome unit or single-unit or duplex unit park is 18 units per acre

(10) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(11) Any Townhome Unit, Cottage Home Unit, Condominium Unit or Duplex Unit shall:

- Have permanent foundations
- May utilize modular construction

- Not be manufactured or mobile homes with chassis and wheels

(12) A Multi-Family development, including Townhome Unit, Cottage Home Unit, Condominium Unit, and Duplex Unit projects, may choose to satisfy the open space requirements as currently detailed in 9.04.029(c)(b) or may choose to provide open space equal to 15% of the gross development acreage which can be met with one or more of the following options:

- Usable open space and landscape buffers which can include floodplain at no greater slope than 4:1 shall receive a 1:1 square foot credit. Trails and other improvements can be collocated within the usable open space/landscape buffers and shall receive the credit as noted in the following bullets.
- Hardscape improved areas such as equipped children's play areas, pool/spa, dog park, trails, and other similar improvements shall receive 3:1 square footage credit
- Amenities such as amenity centers, gym facilities, and other similar amenities shall receive 3:1 square footage credit

OFT

K. Sec. 9.04.020 Regional Commercial (C-2) District

(a) Purpose. The Regional Commercial (C-2) District provides for medium- to large-scale development of retail, service, entertainment, and office necessary for a regional market. This district primarily facilitates commercial development, like big box and anchor retailers and intensive shopping strip centers that are automobile-oriented and generate high traffic counts. This district implements the character and intent of the comprehensive plan's regional activity center place type.

(b) Uses. See Table 19: Use Table and all applicable regulations in division 3.

(c) Dimensional Standards. Development in the Regional Commercial (C-2) District shall follow Table 13: Regional Commercial (C-2) District Dimensional Standards, as modified.

Table 13: Regional Commercial (C-2) District Dimensional Standards

Regional Commercial (C-2) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	10,000 square feet
B	Lot Width (min.)	60 feet
C	Lot Depth (min.)	N/A
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.) (Conventional Context)	25 feet
	Front Yard BTZ (Walkable Context)	0-10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
J	Building Height (max.)	85 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) Any building with multiple stories and greater than 35 feet tall shall comply with the regulations specified in section 9.04.041(h)

(2) Bar Separation Standard. With respect to Regional Commercial (C-2) and Mixed Use (MU): Section 9.04.032(b)(3)(A) shall be amended to provide for no more restrictions than applicable state law.

(3) Section 9.04.032(b)(3)(B) shall not apply to Zone III.

(4) Front Yard Setbacks may follow one of two contexts: Conventional Context and Walkable Context.

- Conventional Context: Allows for a deeper setback or parking between the front property line and the building, in which case the minimum front yard setback shall be a minimum of twenty-five (25) feet.
- Walkable Context: Allows for a walkable streetscape where buildings front on a minimum eight (8) foot wide sidewalk, in which case the Build-To-Zone shall be between zero (0) and ten (10) feet.

L. Mixed-Use Nodes ("Sherley Squares")

(a) Purpose. The four permitted Mixed-Use Nodes are intended to provide amenities and services at the neighborhood scale. Retail located within these areas should be responsive to its residential context. The Mixed-Use Nodes shall be located on sites not more than two acres, with a building height maximum of two stories and separated by 1,000 feet from another Mixed-Use Node.

(b) Uses. Permitted uses shall include the uses from the Local Commercial (C-1) District.

(c) Dimensional Standards. Development in the Mixed-Use Nodes District shall follow the following Dimensional Standards.

Mixed Use Nodes (Sherley Squares) Criteria

Mixed-Use Nodes District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	N/A
B	Lot Width (min.)	25 feet
C	Lot Depth (min.)	N/A
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.) (Conventional Context)	25 feet
	Front Yard BTZ (Walkable Context)	0-10 feet
F	Rear Yard (min.)	15 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
Building Requirements		
I	Frontage Buildout (min.)	50%
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 –Performance Standards

(d) Special Regulations.

- Bar Separation Standard. Mixed Use (MU): Section 9.04.032(b)(3)(A) shall be amended to provide for no more restrictions than applicable state law. Front Yard Setbacks may follow one of two contexts: Conventional Context and Walkable Context.
  - Conventional Context: Allows for a deeper setback or parking between the front property line and the building, in which case the minimum front yard setback shall be a minimum of twenty-five (25) feet.
  - Walkable Context: Allows for a walkable streetscape where buildings front on a minimum eight (8) foot wide sidewalk, in which case the Build-To-Zone shall be between zero (0) and ten (10) feet.

SECTION 7. SITE DESIGN REQUIREMENTS

A. Revise Sec. 9.04.042 Site Design Requirements to read:

(a) Purpose. The purpose of this Section is to establish minimum standards for the appearance of development and corresponding site elements that are recognized as enhancing property values and that are in the interest of the general welfare of the City.

(b) Applicability. This section applies to all single-family, two-family, multi-family, mixed-use, and non-residential developments for new construction. All development shall comply with the requirements established by the Anna Fire Marshal.

(c) **Single-Family Residential Standards**. Residential structures in Zones I & II shall conform to the following residential design standards.

(1) **FOR LOT TYPES A (1/2 acre lots), B (100' lots), C (90' lots) and D (80' lots):**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of seventy-five percent (75%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety, a maximum of 25% of the homes on lot types A, B, C and D may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Wrap around covered porches are provided on the first floor that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(2) **FOR LOT TYPES E (70' lots), F (60' lots), G (50' lots), H (40' lots):**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety, a maximum of 35% of the homes on lot types E, F, G and H may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Wrap around covered porches are provided that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(3) **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Lot.

(4) **Chimneys**. All exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

(5) **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed.

(6) **Windows**.

i. All window framing shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

ii. Window shutters may be used. Window shutters shall be painted, stained wood, or fiberglass.

iii. No reflective window coverings or treatments shall be permitted.

(7) **Garage Doors.** Garage doors shall be constructed of either metal or wood.

(8) **Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

(9) **Placement of exterior materials**. Notwithstanding the minimum and maximum percentages of building materials allowed on residential homes (shown above), any break from one material to another shall follow the natural lines and design features of the architectural plan. A change from one material to another cannot be arbitrarily assigned without consideration of the specific façade for which it is designed. The Director of Development Services shall have final approval of any residential elevation submitted for construction.

(10) **Alternate stucco architecture**. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, Southwest, or Modern, then the use of stucco as the primary or exclusive material may be approved by the Director in lieu of other exterior material standards. All elements of the architectural style must be incorporated, including but not limited to clay roof tiles, typical of the style. Residences with primarily stucco finishes shall be accented with heavy wood beams, stonework, or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered. Only three-step stucco (or its equivalent) is allowed.

(11) **Building Articulation.** At least four facade articulation techniques are required on each single-family dwelling to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(A) One of the following:

- A base course or plinth course;
- Banding, moldings, or stringcourses;
- Quoins;
- Oriels;
- Cornices;
- Arches;
- Balconies;
- Brackets;
- Shutters;
- Keystones;
- Dormers; or
- Louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- Dormers or gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances

- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

(B) Horizontal banding continues the length of the wall that faces a street or other similar highly visible areas.

(C) Front porch of at least 50 square feet.

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

(E) Other techniques for building articulation can be substituted if approved by the Director.

(12) **Roof Treatment** ~~Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".~~

(A) Structures constructed on all lots shall have a composition, slate, metal, clay tile or cement/concrete tile roof.

(B) The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

(C) Composition roof shingles must be laminated and have a minimum warranty of 30 years.

(D) The main roof pitch of visible roofs shall have a minimum slope of 6" in 12", exclusive of secondary roofs that include patios, porches, bay windows and other features that are accents of the structure and not part of the main roof. Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

(E) Flat or negligible slope roofs are permitted.

(13) **Fenestration.** Windowless exterior elevations that face a public right-of-way or other similar highly visible areas are prohibited. On two-story structures, windows are required on the first and second stories facing a public right-of-way.

(14) **Garages.**

(A) On front entry garages, the face of a garage shall not:

i. Extend more than ten feet beyond the remainder of the front elevation of the primary living area of a dwelling; or

ii. Be over 60% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area.

(B) Front Loaded Garages:

i. Minimum: 2-car garage

ii. Maximum: 5-car garage

iii. Garage Doors Facing Street: No more than 3 single-loaded doors are allowed to face the street. Any third street facing garage door must be recessed a minimum of three feet (3') from other garage doors.

iv. One Double Garage Door and One Single Garage Door allowed.

v. Three single garage doors; single garage door nearest to the adjacent side yard must be recessed a minimum of three feet (3') from other garage doors.

vi. Construction Material: Painted Metal, Wood, or Fiberglass

vii. Prohibited: Carports

viii. Exceptions: Tandems are allowed

(C) Rear Loaded Garages:

i. Minimum: 2-car garage

ii. Maximum: 3-car garage tandem

iii. Garage Doors Facing Alley: No more than 2 single-loaded doors or 1 double-loaded door

iv. Construction Material: Painted Metal, Wood, or Fiberglass

v. Prohibited: Carports

vi. Exceptions: Tandems are allowed

(15) **House Repetition / Plan Spacing.**

(A) Same Plan and same elevation can be repeated on the same side of the street every fourth (4th) Lot (see A)

(B) Same Plan and same elevation cannot be repeated across the street or diagonal from any other plan (see B)

(C) Different plan with elevations considered the "same as" another plan and elevation on the same side of the street can be repeated third lot (see E)

(D) Different plan with elevations considered the "same as" another plan and elevation cannot be repeated across the street or diagonal from another plan (see F)

(E) Where a street ends in a cul-de-sac, each dwelling fronting the cul-de-sac shall have a different elevation.

Plan	Elevation	Street Side	# of Lots Between	Key
Same	Same	Same	3	A
Same	Same	Opposite	2	B
Same	Different	Same	2	C
Same	Different	Opposite	1	D
Different	Considered Same As	Same	2	E
Different	Considered Same As	Opposite	1	F

A	D	F	B	A			
F		C	D	E	C	B	E

Notes:

1) The repetition requirements only apply to single family detached units and the street facing units of a Garden Home cluster.
2) Documentation of lot repetition tracking shall be available from the Developer upon request from the City of Anna for verification as-needed.

(d) **Single-Family Attached (including without limitation individual-lot townhome), Garden Home, Two-Family Dwelling (including without limitiaton individual-lot duplex) and Cottage Home Standards**

(1) **FOR LOT TYPES I (Single-Family Attached), J (Garden Homes), Two-Family Dwelling and Cottage Homes:**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety the Garden Homes and Cottage Homes may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Covered porches are provided that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(2) Building Articulation. At least two facade articulation techniques are required on each detached or attached residential dwelling unit to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(A) One of the following:

- A base course or plinth course;
- Banding, moldings, or stringcourses;
- Quoins;
- Oriels;
- Cornices;
- Arches;
- Balconies;

- Brackets;
- Shutters;
- Keystones;
- Dormers; or
- Louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- Dormers or gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances
- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

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

(C) Front porch of at least 50 square feet.

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

(E) Other techniques for building articulation can be substituted if approved by the Director.

~~Roof Treatment. Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".~~

(3) Fenestration. Windowless exterior elevations facing a public right-of-way or other highly visible areas are prohibited. On two-story structures, windows are required on the first and second stories facing a public right-of-way.

(4) Garages.

(A) On front entry garages, the face of a garage shall not:

i. Extend more than ten feet beyond the remainder of the front elevation of the primary living area of a dwelling; or

ii. Be over 60% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area. Two-Family Dwelling and Duplex Units are exempted from this requirement.

(B) Where used Front Loaded Garages shall meet the following standards:

i. Minimum: 1-car garage

ii. Construction Material: Painted Metal, Wood, or Fiberglass

iii. Exceptions: Tandems Garages are allowed. Carports in the rear of the structure are allowed.

(C) Where used Rear Loaded Garages shall meet the following standards:

i. Minimum: 1-car garage

ii. Garage Doors Facing Alley: No more than 2 single-loaded doors or 1 double-loaded door

iii. Construction Material: Painted Metal, Wood, or Fiberglass

iv. Exceptions: Tandems Garages are allowed. Carports in the rear of the structure are allowed. Cottage Homes are not required to have an attached garage.

(5) Unit Repetition.

(A) Single family detached dwelling units with substantially identical exterior elevations can only repeat every four (4) units when fronting the same right-of-way, fire lane, or easement, including both sides of that right-of-way, fire lane, or easement as approved by Developers and secondary review by City as a part of building permit review.

(B) Single family detached dwelling units side by side or across each other within one unit (directly across or "caddy corner") shall not have substantially identical exterior elevations.

(C) The repetition requirements only apply to single family detached units and the street facing units of a Garden Home cluster, Two-Family Dwelling, and Duplex Units, and Cottage Homes and Cottage Home Units, not Single-Family Attached or Townhome Units

(D) For Two-Family Dwelling and Duplex Units and Cottage Homes and Cottage Home Units, project covenants will require (i) a variation in facade articulation (e.g., locations of porches, entrances, and recessed elevations) between immediately adjacent buildings, and (ii) that dwelling units with substantially identical exterior elevations can repeat only once every three (3) units when fronting the same street as approved by Developers and secondary review by City as a part of building permit review.

(E) For Single-Family Attached and Townhome Units project covenants will require a variation in exterior colors or materials between immediately adjacent buildings without requiring different elevations.

(e) **Nonresidential Standards.**

(1) Building Articulation.

(A) The front and two sides of all buildings shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.

(B) Elevations that are 60 ~~50~~ feet or longer in horizontal length require at least one ~~two~~ offset (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.

(C) The height of those offsets is equal to the building's height at the location of the offset.

(2) Roof Treatment.

(A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements.

(B) Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.

(3) Fenestration.

(A) The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions, and other elements is generally required.

(B) Any glass with a visible light reflectance rating of 25% or greater is prohibited.

(4) Elements. All buildings or developments shall be required to provide at least two of the following elements:

(A) The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.

(B) The front and two sides of all building elevations shall feature at least one facade offset (recess or projection) of at least five feet in depth for every 60 ~~50~~ feet of horizontal length.

(C) All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature ~~of at least 50 square feet~~.

(f) **Mixed-Use Standards**

(1) Building Articulation.

(A) Buildings facing a local street shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.

(B) Elevations 50 feet or longer in horizontal length require at least two offsets (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.

(C) The height of those offsets is equal to the building's height at the location of the offset.

(D) Columns and piers shall be spaced no farther apart than the height of the column or pier.

(2) Roof Treatment.

(A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements. [Discuss]

(B) Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.

(C) Mansard roofs are prohibited.

(3) Fenestration.

(A) The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions, and other elements is required.

(B) Any glass with a visible light reflectance rating of 25% or greater is prohibited.

(4) Ground Floor.

(A) A mixed-use ~~development's ground or first floor is reserved for commercial uses, such as retail, office, and restaurant uses.~~ development shall have ground or first floor frontage and access reserved for commercial uses, such as retail, office, and restaurant uses. Partial use of the first floor for residential, and upper floor use of building for commercial, retail, office, and restaurant is at the discretion of the applicant.

(B) For those mixed-use developments incorporating live-work units, the first floor may be shared with residential and commercial uses.

(C) The ground floor shall have a minimum ceiling height of 14 feet if contains commercial.

(5) Elements. All buildings or developments shall be required to provide at least two of the following elements:

(A) The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.

(B) All building elevations shall feature at least two facade offsets (recess or projection) of at least five feet in depth for every 50 feet of horizontal length.

(C) All building elevations shall feature at least three distinct roof lines.

(D) All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature of at least 50 square feet.

(E) Other similar architectural features as approved by the Director.

(6) Amenities.

(A) A mixed-use development shall provide a minimum of two amenities.

(B) The amenities below may be used to fulfill the requirements. Each amenity counts as one required amenity towards the requirements; however, multiples of the same amenity do not count towards the requirements. Additionally, to provide flexibility in development design, the Director may approve different amenities that agree with the purpose of this Sec. 9.04.042.

(i) Swimming pool (minimum 850 square foot surface area) with cooling deck (minimum ten feet wide in all areas);

(ii) Jacuzzi or hot tub area (minimum 50 square foot area);

(iii) At least two barbeque grills or one grill per 100 units, whichever is greater, with shaded seating areas, all barbeque grills shall be:

a. Serviced with propane or other gas, and

b. Be built into a structure incorporated into an adjacent amenity (i.e., pool or seating area)

(iv) Ramada(s), arbor(s), and/or trellis(es) covering at least 1,000 square feet of recreation space;
(v) A dog park that is at least 5,000 square feet in area that:
  a. Is enclosed by a minimum five-foot tall vinyl-coated chain link fence;
  b. Uses grass, wood chips, or a combination of the two as surface materials; and
  c. Provides at least one dog waste station that includes a bag dispenser and waste receptacle installed along the perimeter of the enclosure for every 2,500 square feet of the associated dog park.
(vi) Fitness center/weight room (minimum 500 square feet);
(vii) Business center (minimum 500 square feet); (viii)Media room (minimum 500 square feet).
(viii) A Plaza with hardscape features at least 3,000 square feet in area that is designed for use by, and to complement, the ground floor mixed-use
(ix) A civic center or other publicly accessible facility (e.g., reading room)

SECTION 8. ZONING LANDSCAPING CHANGES

Revise 9.04.045 Landscaping to read:

(1) Residential Development.
  (A) Generally.
    (i) Applicants are required to plant the amount established in Table 27: Residential Planting Requirements per lot prior to obtaining a certificate of occupancy.
    (ii) Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.
  (B) Requirements.
    (i) Trees selected from the canopy tree list in this Section shall be planted on all single-family and two-family lots.
    (ii) At least one of the trees must be placed in the front yard of the lot. A street tree shall be considered a front yard tree.
    (iii) For all residential properties, common areas, and open space lots, applicants are required to plant one canopy tree per 40 linear feet of street frontage. Trees may be grouped or clustered to facilitate site design.
    (iv) The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of three planting options. An applicant may plant the required canopy trees, ornamental trees, or a combination of canopy and ornamental trees specified in Table 27: Residential Planting Requirements. If a street tree agreement is in place then those trees will count towards the totals in Table 27:Residential Planting Requirements. Street trees may be canopy trees. To accommodate modified Mixed-Density Residential types the requirement shall follow the following standards:
      a. Garden Homes: One canopy tree per unit for homes not fronting on the street. Street fronting units shall utilize the street tree to meet the yard tree requirement.
      b. Two-Family Dwelling: One tree per two attached Two-Family units shall satisfy the Two-Family front yard planting requirement.
      c. Cottage Homes: One canopy tree or one ornamental tree for every two units.
      d. Single-Family Attached: One Canopy Tree for every two Single-Family Attached units.
    (v) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to the landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

Revise 9.04.045.d.12 to read:

~~No tree shall be plated closer than four feet to a right-of-way line nor closer than eight feet to a public utility line (water or sewer), unless no other alternative is available. Further, a landscaping area in which trees are to be provided shall not conflict with a utility easement, unless no alternative is available.~~ Tree planting in proximity to right-of-way shall be governed by the street tree exhibits included in **Exhibit D** of the Development Agreement.

SECTION 9. ARTICLE 9.05 SIGN ORDINANCE

1. **Section 9.05.018 Detached Signs**

(d) Subdivision Entry Signs

Definition.

(1)

Subdivision Entry Sign. A sign which may be a freestanding monument or attached to a subdivision wall located at the entry of a platted subdivision from a local, collector, or arterial street.

(2) Standards.

Generally. Table 3-7 establishes the standards for subdivision entry signs.

Table 3-7: Subdivision Entry Sign Standards

Sign District → Requirement ↓	**AE**	**SF**	**MR**	**CM**	**MU**	**DT**	**IN**
General							
Allowed?	Y	Y	Y	N	Y	N	Y
Permit Required?	Y	Y	Y	--	Y	--	Y
Number per entrance (max.)	1	2	2	--	2	--	2
Dimensions							
Sign Area (max.)	150 sf	200 sf	150 sf	--	~~150 sf~~ 200 sf	--	150 sf
Sign Height (max).	6 ft	~~6 ft~~ 15 ft	6 ft	--	~~6 ft~~ 15 ft	--	8 ft

Setbacks							
From ROW	5 ft	5 ft	5 ft	--	5 ft	--	5 ft
Features							
Electronic Message Center	N	N	N	--	N	--	N
Changeable Copy	N	N	N	--	N	--	N
Channel Letters	Y	Y	Y	--	Y	--	Y
Internal Illumination	N	N	N	--	N	--	N
External Illumination	Y	Y	Y	--	Y	--	Y
Halo Illumination	Y	Y	Y	--	Y	--	Y
Additional Information							
Key	Y = yes, a permit is required or the feature is allowed | N = no/ not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply						
Sign District Summary	AE = AG district and ETJ | SF = SF-20.0- SF-6.0 districts | MR = MD and MF districts | CM = C-1 and C-2 districts |MU = MU district | DT = DT district | IN = I-1 and I-2 districts						

(B) Number and Location

(i) Two (2) subdivision entry signs may be located at the intersection of a collector or arterial street and an entry street or private driveway into a subdivision. ~~The signs shall be configured as follows.~~

a. ~~Two (2) signs with one (1) sign face each located on opposite sides of the entry street private driveway;~~

~~b. One (1) sign with two (2) faces located within a landscaped areas dividing two (2) one-way entry streets or private driveways;~~

~~c. One (1) sign located on one (1) side of the entry street or private driveway; or~~

~~d. One (1) sign located on an archway above the entry street or private driveway~~

(ii) Subdivision entrances from a right-of-way greater than 60 feet shall require signage. Secondary entrance connecting to other neighborhoods may be allowed but are not required.

(C) Design and Installation.

(i) Subdivision entry signs shall be constructed with stone, brick, concrete, metal, routed wood planks or beams, or similar durable, weatherproof materials.

(ii) All subdivision entry signs shall be landscaped around the base of the sign in an area equal to four square feet for each square foot of sign areas. In case where the location of the sign could not accommodate such landscape areas, the area may be reduced up to 50% at the Directors' discretion.

(iii) When electrical service is provided to a subdivision entry sign, all electrical service shall be underground

SECTION 11. DEFINITIONS

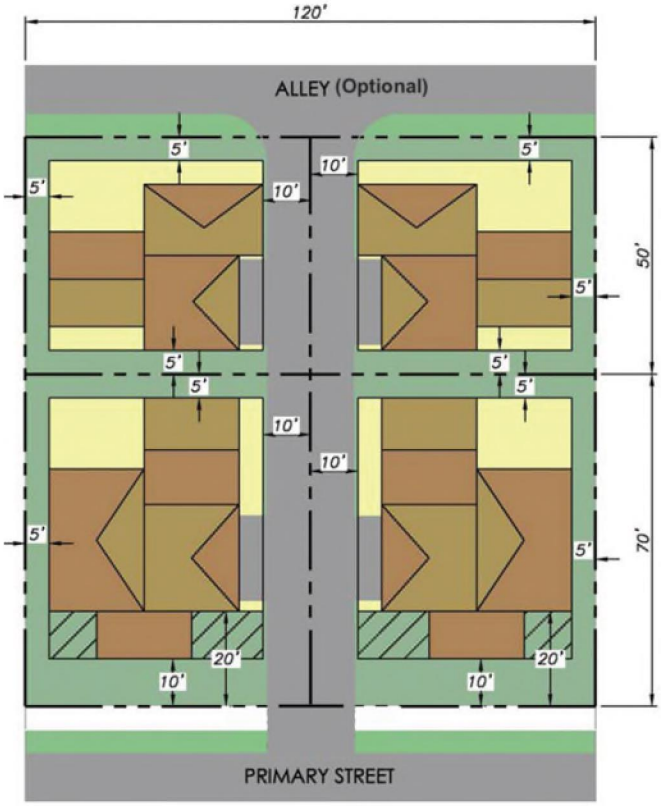
Sec. 9.04.081 Land Use Terms

Agritainment:

Events and activities that allow for education, culinary experiences, recreation, entertainment, and tourism that is in conjunction with on-going agricultural activities on-site (examples include corn mazes, hayrides, classes, food festivals and petting zoos).

Garden Homes:

A configuration of single family detached units that are in a cluster of 4-6 units with a shared access easement driveway and a minimum of 2 homes facing the street. See conceptual example figure with approximate dimensions and attributes.



Garden Home Unit:

A configuration of single family detached units, on a shared lot, that are in a cluster of 4-6 units with a shared access easement driveway and a minimum of 2 homes facing the street. See conceptual example figure above with approximate dimensions and attributes except that for a Garden Home Unit it would be a single shared lot.

Mini-Warehouse/Public Storage:

~~A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units.~~

A building containing separate, individual, self-storage units of 500 square feet or less for rent or lease.

The conduct of sales, business, or any activity other than storage or ancillary goods and services (e.g., insurance, moving boxes, tape or other equipment) shall be prohibited within any individual storage unit.

Shared Workspace:

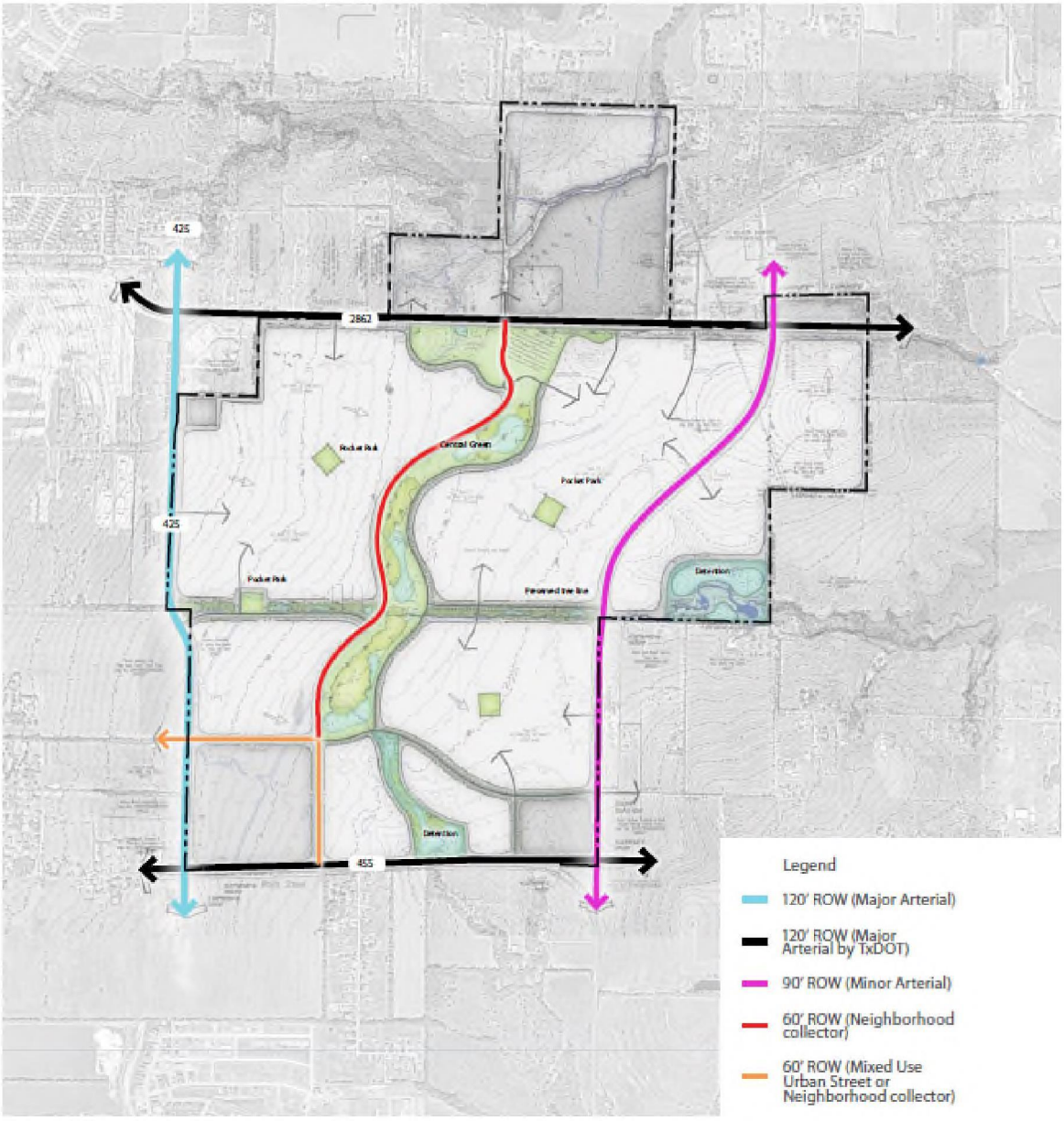
An accessory commercial use that is a shared work area that may be in an enclosed building and/or outdoor spaces intended as an amenity to support small-scale employment, hobbies, or crafts in proximity to residential uses.

Cottage Home Unit:

A configuration of single family detached units, on a shared lot, with the same architectural style as the Cottage Home Residential District.

SECTION 11. ATTACHMENTS

A. Attachment Road Network and Street Sections



TBG

Sherley Farms

Anna, Texas
04/25/24

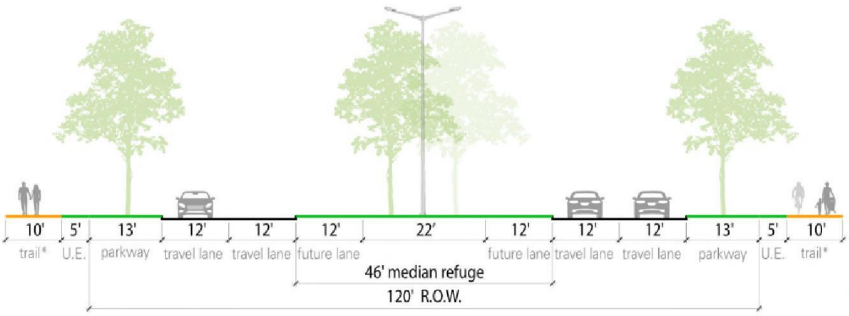
street section map

The information shown is conceptual and is subject to change as part of future construction plans and platting submittals. Street classifications, and alignments are subject to future traffic studies / traffic impact analysis (TIA's).

TBG
2001 Bryan St. Suite 1450,
Dallas, Texas 75201

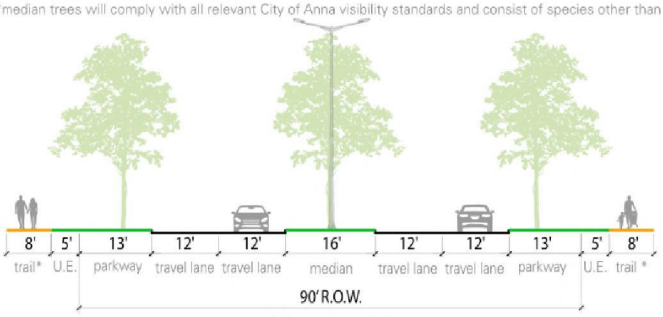
[214] 744 0757 tbgpartners.com

0 800' 1600'



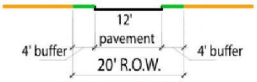
Major Arterial

*entire landscape buffer to be dedicated for public trail access easement
*median trees will comply with all relevant City of Anna visibility standards and consist of species other than Oak.

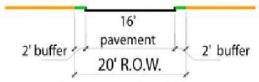


Minor Arterial

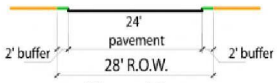
*entire landscape buffer to be dedicated for public trail access easement
*median trees will comply with all relevant City of Anna visibility standards and consist of species other than Oak.



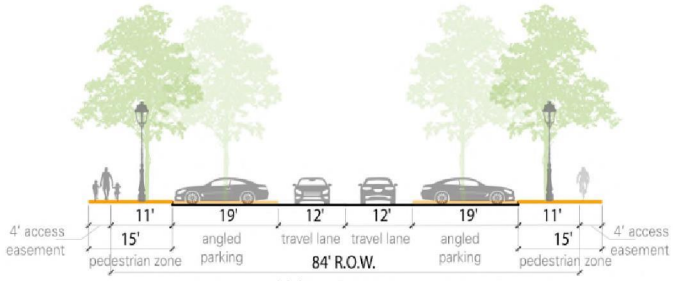
Residential Alley



Commercial Alley

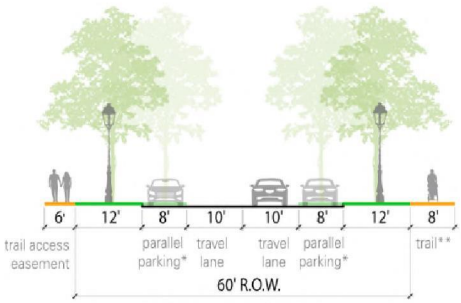


Mews Alley

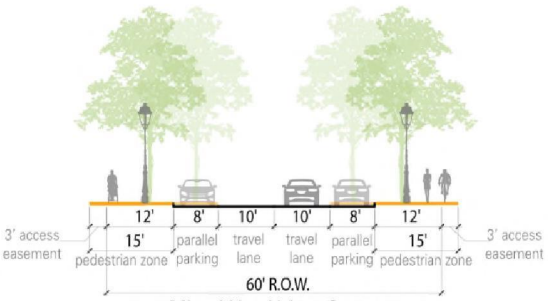


Urban Avenue*

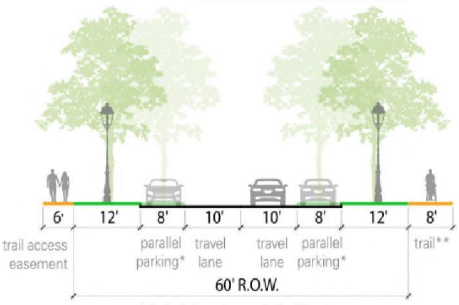
allowable section for this development, location to be determined at preliminary plan stage



Neighborhood Collector



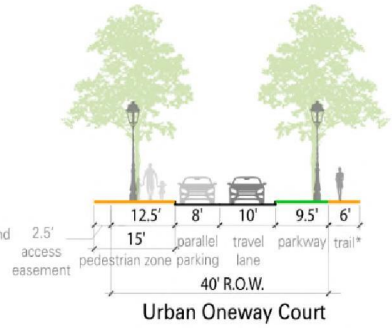
Mixed Use Urban Street



Neighborhood Collector

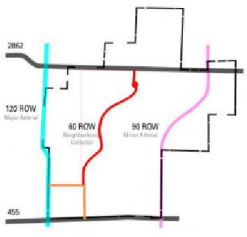
*stripe dedicated parallel parking lane, curb bulb out at intersection of residential street
**trail on park side of road can meander

Neighborhood Street



Urban Oneway Court

*trail on urban park/plaza side of road can meander



TBG

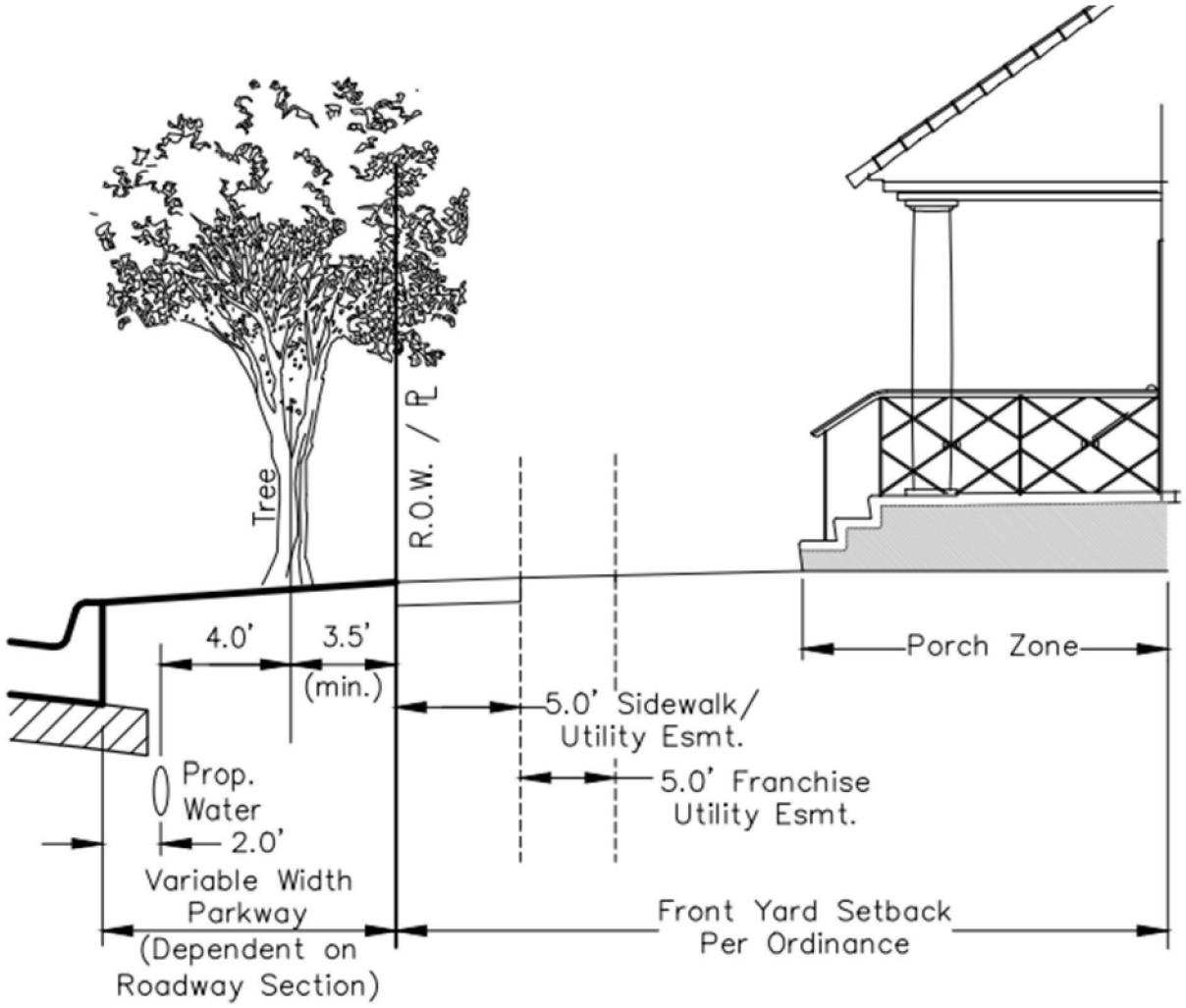
sherley farms

street sections

Anna, Texas
03/11/2024

0 10' 20' 40'

B. Street Tree Details



Note:
1. See typical root barrier detail for specifics on root barrier layout.
2. Street tree location shall comply with all City of Anna visibility requirements.

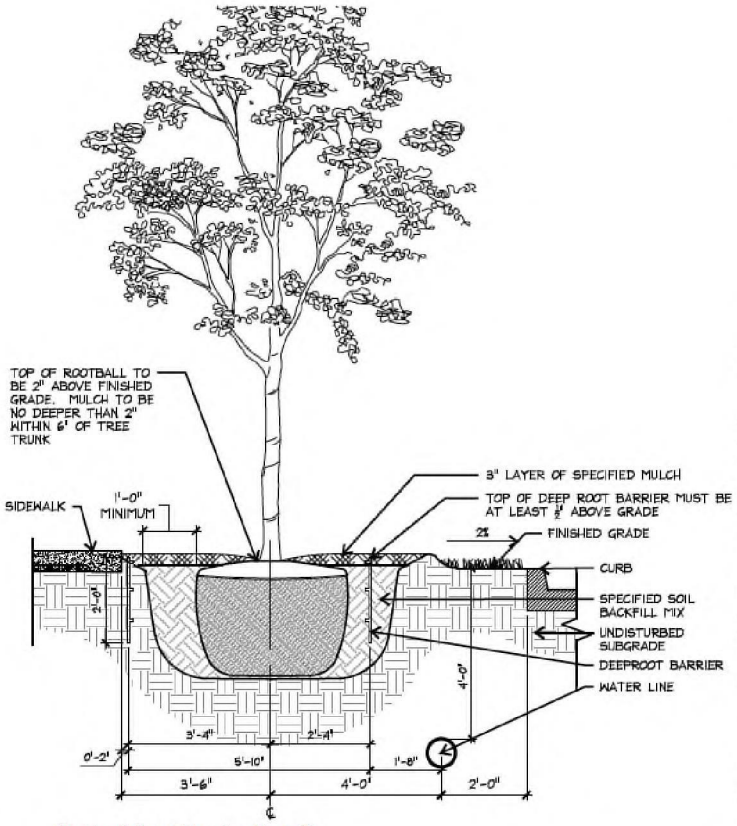
STREET TREE LAYOUT DETAIL

(N.T.S.)

PAGE 1 OF 1

SPIARS ENGINEERING & SURVEYING

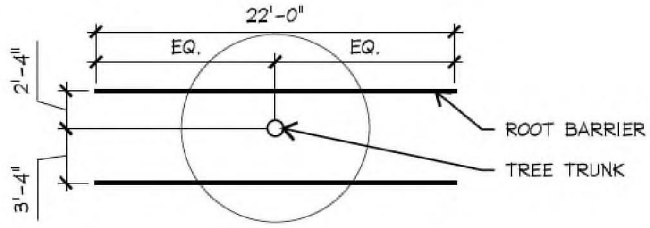
Drawing: G:\2023 JOBS\23-288 Shirley Farms\CAD\Misc\23-288 Street Tree Layout Detail.dwg Saved By: jvargas Save Time: 10/7/2024 10:28:16 AM Plotted by: jvargas Plot Date: 10/7/2024 10:28 AM



1 Typical Root Barrier Detail

PLAN/SECTION

NOT TO SCALE



PLAN VIEW

Surround Style Planting with Deeproot Universal Barriers

When selecting the Surround style planting application you will have the greatest success by following these simple steps as illustrated below:

A. Prepare the initial planting hole as illustrated below. This is based upon the combination of desired barrier diameter and depth. Consider if drainage devices or amendments are needed to correct any adverse soil or planting conditions in the backfill area.

B. Assemble the appropriate number of DeepRoot Universal Barrier panels. The vertical root deflecting ribs on the panel must face inward, toward the root ball. (This is very important, otherwise the roots will become girdled by traveling around the smooth walled surface)

C. Next place the barrier in the center of the planting hole, keeping in mind that the double top edge of the barrier should be positioned approximately 1/2" (13mm) above grade. This helps retard potential root overgrowth. Failing to position the top edge above grade can allow root overgrowth which can lead to uprooted hardscapes.

D. Backfill and compact with soil inside the barrier to the level where the bottom of the root ball will be when positioned correctly with the crown of the root ball approximately 1" (26mm) above grade.

E. Remove the tree from its container, or cut away the top portion of burlap and position in the center of the barrier. Complete the backfill of the soil. Distribute evenly to maintain the shape of the barrier and compact the backfill every 4"-6" (10cm–15cm). Roots will die quickly if left exposed to the elements so keep exposure of the roots to a minimum.

F. If staking or guying is required we recommend using the soft, safe and economical alternative to traditional wire and hose, ArborTie (see www.deeproot.com for details)

G. If the tree(s) will be subject to maintenance work such as lawn mowing or weed trimming we strongly recommend the installation of ArborGard+ Tree Trunk Protectors which are placed around the base of young trees to protect them from damage by weed trimmers, lawn mowers and small rodents. (See www.deeproot.com)

H. Water and follow proper tree maintenance practices.

Trees do require care and nurturing after planting. Consult with your local supplier for proper care procedures for the species you are planting. The planting instructions given here are by no means a comprehensive guide. Rather they are general guidelines to planting with DeepRoot Barriers and a survey of current planting methods. Conditions will vary however and it is recommended that an Arborist be consulted before planting.

For additional information please visit our website at www.deeproot.com

For information regarding distributors please call: 1 800 ILV ROOT (458.7668). For help with drainage or other difficult installation questions please call DeepRoot Technical Support at: 1 800 ROOT TEK (766.8835).

Exhibit E

Authorized Improvements and Budgeted Costs

Exhibit E - Authorized Improvements and Budgeted Costs

10/7/2024

Sherley Farms PID
Anna, Texas
Collin County

2,578 Lots
Typical Lot Size Varies

Prepared for

Tellus Group LLC

Prepared by

SPIARS ENGINEERING & SURVEYING

Job #23.288

765 Custer Road, Suite 100
Plano, Texas 75075
Ph. 972.422.0077, Fax 972.422.0075
TBPE# F-2121

Exhibit E - Authorized Improvements and Budgeted Costs

Development Phase	PID Direct Costs				
	Lot Count	Cost Per Lot	Residential	Box Culvert & Detention	Total PID Direct
Phase 1	423	$52,063	$20,884,308	$1,138,483	$22,022,792
Phase 2	307	$52,529	$14,945,666	$1,180,672	$16,126,338
Phase 3	419	$48,737	$20,241,658	$179,200	$20,420,858
Phase 4	316	$62,172	$18,171,352	$1,475,072	$19,646,424
Phase 5	421	$53,579	$21,332,215	$1,224,704	$22,556,919
Phase 6	494	$47,777	$22,608,500	$993,536	$23,602,036
Phase 7	198	$71,503	$14,157,684	$0	$14,157,684
TOTAL	2578	$53,737	$132,341,384	$6,191,667	$138,533,051

Notes:
1. This summary table only shows PID eligible costs.
2. It is assumed that only Direct PID costs will be reimbursed. Items that would be classified as Major Improvements have been excluded.
3. Turn lanes, collector paving, box culverts, and detention costs have been included. It is assumed that they will be categorized as direct costs.

Phase 1 Sherley Farms: Anna, Texas

Total Number of Lots: 423 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 82** **50's: 171** **60's: 137** **70's: 33**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$231,360.00	23,136	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$232,650.00	423	Lot	$550.00
Excavation	$380,700.00	423	Lot	$4,500.00
Rock Surcharge	$860,310.00	1	LS	$860,310.00
Water	$2,679,120.00	22,326	LF	$120.00
Storm Sewer	$3,701,760.00	23,136	LF	$160.00
Sanitary Sewer	$2,544,960.00	23,136	LF	$110.00
Paving (Residential)	$5,581,500.00	22,326	LF	$250.00
Paving (Collector)	$243,000.00	810	LF	$300.00
Paving (Mews Alley)	$321,400.00	1,607	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$231,360.00	23,136	LF	$10.00
Subtotal Hard Costs	$17,223,120.00			
On-Site Contingency (10%)	$1,722,312.00			
Total Hard Costs	$18,945,432.00		Lot	$44,788.26
SOFT COSTS				
Preliminary Engineering	$63,450.00	423	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,015,200.00	423	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$38,990.00	1	LS	$38,990.00
Soil Testing - Final Geotech	$83,550.00	111	Acre	$750.00
Re-Staking	$21,150.00	423	Lot	$50.00
Flood Study	$50,000.00	1	LS	$50,000.00
Environmental Studies	$20,000.00	1	LS	$20,000.00
Inspection Fees (4.0%)	$646,536.40	1	LS	$646,536.40
Total Soft Costs	$1,938,876.40		Lot	$4,583.63
RESIDENTIAL PID DIRECT COST	**$20,884,308.40**		**Lot**	**$ 49,371.89**

Phase 2 Sherley Farms: Anna, Texas

Total Number of Lots: 307 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 0** **50's: 134** **60's: 149** **70's: 24**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$171,390.00	17,139	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$168,850.00	307	Lot	$550.00
Excavation	$276,300.00	307	Lot	$4,500.00
Rock Surcharge	$567,060.00	1	LS	$567,060.00
Water	$2,056,680.00	17,139	LF	$120.00
Storm Sewer	$2,742,240.00	17,139	LF	$160.00
Sanitary Sewer	$1,380,940.00	12,554	LF	$110.00
Paving (Residential)	$4,284,750.00	17,139	LF	$250.00
Paving (Collector)	$0.00	0	LF	$300.00
Paving (Mews Alley)	$114,600.00	573	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$0.00	0	EA	$40,000.00
Turn Lanes (TXDOT)	$400,000.00	2	EA	$200,000.00
Signage (Includes CBUs)	$171,390.00	17,139	LF	$10.00
Subtotal Hard Costs	$12,349,200.00			
On-Site Contingency (10%)	$1,234,920.00			
Total Hard Costs	$13,584,120.00		Lot	$44,247.95
SOFT COSTS				
Preliminary Engineering	$46,050.00	307	Lot	$150.00
Engineering, Construction Staking, Administrative	$736,800.00	307	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$28,840.00	1	LS	$28,840.00
Soil Testing - Final Geotech	$61,800.00	82	Acre	$750.00
Re-Staking	$15,350.00	307	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$452,706.40	1	LS	$452,706.40
Total Soft Costs	$1,361,546.40		Lot	$4,435.00
RESIDENTIAL PID DIRECT COST	**$14,945,666.40**		**Lot**	**$ 48,682.95**

Phase 3 Sherley Farms: Anna, Texas

Total Number of Lots: 419 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 155** **50's: 102** **60's: 162** **70's: 0**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$211,780.00	21,178	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$230,450.00	419	Lot	$550.00
Excavation	$377,100.00	419	Lot	$4,500.00
Rock Surcharge	$772,476.00	1	LS	$772,476.00
Water	$2,252,040.00	18,767	LF	$120.00
Storm Sewer	$3,388,480.00	21,178	LF	$160.00
Sanitary Sewer	$2,329,580.00	21,178	LF	$110.00
Paving (Residential)	$4,691,750.00	18,767	LF	$250.00
Paving (Collector)	$723,300.00	2,411	LF	$300.00
Paving (Mews Alley)	$752,000.00	3,760	LF	$200.00
Paving (Alley)	$163,800.00	1,638	LF	$100.00
Turn Lanes (City)	$0.00	0	EA	$40,000.00
Turn Lanes (TXDOT)	$600,000.00	3	EA	$200,000.00
Signage (Includes CBUs)	$211,780.00	21,178	LF	$10.00
Subtotal Hard Costs	$16,719,536.00			
On-Site Contingency (10%)	$1,671,953.60			
Total Hard Costs	$18,391,489.60		Lot	$43,893.77
SOFT COSTS				
Preliminary Engineering	$62,850.00	419	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,005,600.00	419	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$41,160.00	1	LS	$41,160.00
Soil Testing - Final Geotech	$88,200.00	118	Acre	$750.00
Re-Staking	$20,950.00	419	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$611,408.24	1	LS	$611,408.24
Total Soft Costs	$1,850,168.24		Lot	$4,415.68
RESIDENTIAL PID DIRECT COST	**$20,241,657.84**		**Lot**	**$ 48,309.45**

Phase 4 Sherley Farms: Anna, Texas

Total Number of Lots: 316 **Based on Lot Count and Centerlines**

100's: 0 **TH: 19** **40's: 85** **50's: 71** **60's: 120** **70's: 21**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$202,180.00	20,218	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$173,800.00	316	Lot	$550.00
Excavation	$284,400.00	316	Lot	$4,500.00
Rock Surcharge	$732,786.00	1	LS	$732,786.00
Water	$2,087,640.00	17,397	LF	$120.00
Storm Sewer	$3,234,880.00	20,218	LF	$160.00
Sanitary Sewer	$2,223,980.00	20,218	LF	$110.00
Paving (Residential)	$4,349,250.00	17,397	LF	$250.00
Paving (Collector)	$846,300.00	2,821	LF	$300.00
Paving (Mews Alley)	$564,600.00	2,823	LF	$200.00
Paving (Alley)	$56,300.00	563	LF	$100.00
Turn Lanes (City)	$160,000.00	4	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$202,180.00	20,218	LF	$10.00
Subtotal Hard Costs	$15,133,296.00			
On-Site Contingency (10%)	$1,513,329.60			
Total Hard Costs	$16,646,625.60		Lot	$52,679.19
SOFT COSTS				
Preliminary Engineering	$47,400.00	316	Lot	$150.00
Engineering, Construction Staking, Administrative	$758,400.00	316	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$35,385.00	1	LS	$35,385.00
Soil Testing - Final Geotech	$75,825.00	101	Acre	$750.00
Re-Staking	$15,800.00	316	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$571,916.64	1	LS	$571,916.64
Total Soft Costs	$1,524,726.64		Lot	$4,825.08
RESIDENTIAL PID DIRECT COST	**$18,171,352.24**		**Lot**	**$ 57,504.28**

Phase 5 Sherley Farms: Anna, Texas

Total Number of Lots: 421 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 173** **50's: 139** **60's: 81** **70's: 28**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$230,850.00	23,085	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$231,550.00	421	Lot	$550.00
Excavation	$378,900.00	421	Lot	$4,500.00
Rock Surcharge	$813,556.50	1	LS	$813,556.50
Water	$2,625,120.00	21,876	LF	$120.00
Storm Sewer	$3,693,600.00	23,085	LF	$160.00
Sanitary Sewer	$2,264,350.00	20,585	LF	$110.00
Paving (Residential)	$5,469,000.00	21,876	LF	$250.00
Paving (Collector)	$362,700.00	1,209	LF	$300.00
Paving (Mews Alley)	$1,087,000.00	5,435	LF	$200.00
Paving (Alley)	$57,600.00	576	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$230,850.00	23,085	LF	$10.00
Subtotal Hard Costs	$17,660,076.50			
On-Site Contingency (10%)	$1,766,007.65			
Total Hard Costs	$19,426,084.15		Lot	$46,142.72
SOFT COSTS				
Preliminary Engineering	$63,150.00	421	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,010,400.00	421	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$40,530.00	1	LS	$40,530.00
Soil Testing - Final Geotech	$86,850.00	116	Acre	$750.00
Re-Staking	$21,050.00	421	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$664,151.06	1	LS	$664,151.06
Total Soft Costs	$1,906,131.06		Lot	$4,527.63
RESIDENTIAL PID DIRECT COST	**$21,332,215.21**		**Lot**	**$ 50,670.34**

Phase 6 Sherley Farms: Anna, Texas

Total Number of Lots: 494 **Based on Lot Count and Centerlines**

100's: 0 **TH: 101** **40's: 143** **50's: 123** **60's: 91** **70's: 36**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$238,060.00	23,806	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$271,700.00	494	Lot	$550.00
Excavation	$444,600.00	494	Lot	$4,500.00
Rock Surcharge	$795,220.50	1	LS	$795,220.50
Water	$2,195,760.00	18,298	LF	$120.00
Storm Sewer	$3,808,960.00	23,806	LF	$160.00
Sanitary Sewer	$2,299,110.00	20,901	LF	$110.00
Paving (Residential)	$4,574,500.00	18,298	LF	$250.00
Paving (Collector)	$1,652,400.00	5,508	LF	$300.00
Paving (Mews Alley)	$817,600.00	4,088	LF	$200.00
Paving (Alley)	$409,700.00	4,097	LF	$100.00
Turn Lanes (City)	$80,000.00	2	EA	$40,000.00
Turn Lanes (TXDOT)	$800,000.00	4	EA	$200,000.00
Signage (Includes CBUs)	$238,060.00	23,806	LF	$10.00
Subtotal Hard Costs	$18,640,670.50			
On-Site Contingency (10%)	$1,864,067.05			
Total Hard Costs	$20,504,737.55		Lot	$41,507.57
SOFT COSTS				
Preliminary Engineering	$74,100.00	494	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,185,600.00	494	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$40,635.00	1	LS	$40,635.00
Soil Testing - Final Geotech	$87,075.00	116	Acre	$750.00
Re-Staking	$24,700.00	494	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$671,652.42	1	LS	$671,652.42
Total Soft Costs	$2,103,762.42		Lot	$4,258.63
RESIDENTIAL PID DIRECT COST	**$22,608,499.97**		**Lot**	**$ 45,766.19**

Phase 7 Sherley Farms: Anna, Texas

Total Number of Lots: 198 **Based on Lot Count and Centerlines**

100's: 150 **TH: 0** **40's: 0** **50's: 0** **60's: 0** **70's: 48**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$163,040.00	16,304	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$108,900.00	198	Lot	$550.00
Excavation	$178,200.00	198	Lot	$4,500.00
Rock Surcharge	$611,400.00	1	LS	$611,400.00
Water	$1,956,480.00	16,304	LF	$120.00
Storm Sewer	$2,608,640.00	16,304	LF	$160.00
Sanitary Sewer	$1,793,440.00	16,304	LF	$110.00
Paving (Residential)	$4,076,000.00	16,304	LF	$250.00
Paving (Collector)	$0.00	0	LF	$300.00
Paving (Mews Alley)	$0.00	0	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$163,040.00	16,304	LF	$10.00
Subtotal Hard Costs	$11,874,140.00			
On-Site Contingency (10%)	$1,187,414.00			
Total Hard Costs	$13,061,554.00		Lot	$65,967.44
SOFT COSTS				
Preliminary Engineering	$29,700.00	198	Lot	$150.00
Engineering, Construction Staking, Administrative	$475,200.00	198	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$35,945.00	1	LS	$35,945.00
Soil Testing - Final Geotech	$77,025.00	103	Acre	$750.00
Re-Staking	$9,900.00	198	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$448,360.00	1	LS	$448,360.00
Total Soft Costs	$1,096,130.00		Lot	$5,536.01
RESIDENTIAL PID DIRECT COST	**$14,157,684.00**		**Lot**	**$ 71,503.45**

Sherley Farms: Anna, Texas

Box Culvert & Detention Budget Summary

Quantities by Phase Development Item	5'X5' RCB	9'X8' RCB	6'x6' RCB	7'x6' RCB	8'X6' RCB	8'X7' RCB	Excavation	Headwall	Minor Outfall Structures	Emergency Spillway	Asphalt Removal and Replacement	Trench Safety	Storm Sewer Line Testing and TV Insp.	Phase Total	Construction Contingency 10.00%	Design & Staking 12.00%	Inspection Fees 4.00%	Maintenance Bond 2.00%	Total Cost
Phase 1	0	240	0	0	0	0	100000	2	0	1	0	240	240	$889,440	$88,944	$106,733	$35,578	$17,789	$1,138,483
Phase 2	0	0	0	0	400	0	0	6	0	0	0	400	400	$922,400	$92,240	$110,688	$36,896	$18,448	$1,180,672
Phase 3	0	0	0	0	0	0	30000	0	1	0	0	0	0	$140,000	$14,000	$16,800	$5,600	$2,800	$179,200
Phase 4	400	0	0	0	0	0	150000	2	0	0	1500	400	400	$1,152,400	$115,240	$138,288	$46,096	$23,048	$1,475,072
Phase 5	0	0	200	100	0	0	30000	6	1	0	0	300	300	$956,800	$95,680	$114,816	$38,272	$19,136	$1,224,704
Phase 6	200	0	0	0	0	0	25000	4	2	1	0	200	200	$776,200	$77,620	$93,144	$31,048	$15,524	$993,536
Phase 7	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Units	LF	LF	LF	LF	LF	LF	CY	EA	SY	SY	SY	LF	LF						
Unit Cost	$500	$1,200	$700	$750	$800	$850	$3	$100,000	$50,000	$100,000	$200	$1	$5						
Total Quantity	600	240	200	100	400	0	335,000	20	4	2	1,500	1,540	1,540						
TOTAL PROJECT COST	$300,000	$288,000	$140,000	$75,000	$320,000	$0	$1,005,000	$2,000,000	$200,000	$200,000	$300,000	$1,540	$7,700	**$4,837,240**	**$483,724**	**$580,469**	**$193,490**	**$96,745**	**$6,191,667**

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Sherley Farms - Assumptions

1. Estimate assumes that collector paving and drainage, box culvert, and stormwater detention improvements will be classified as direct improvements.

2. Landscape, amenity, and trail costs excluded from this estimate.

3. Estimate assumes that left turn lanes and/or escrows will be required at all entrances to development.

4. Estimate assumes utilites are stubbed to seller retained parcels and multifamily tract.

5. Estimate assumes that CR 424 will have a 36' B-B setion. Assumes that CR 424 extends across the entire property. This is a reduced section as compared with Anna's Master Thoroughfare Plan.

6. Estimate assumes the following street sections:12' E-E alleys, 27' B-B residential and 36' B-B collector.

7. Estimate reflects all eligible PID direct costs.

8. Drainage design accounts for undeveloped offsite flows. It is assumed adjacent properties will be required to detain when they develop.

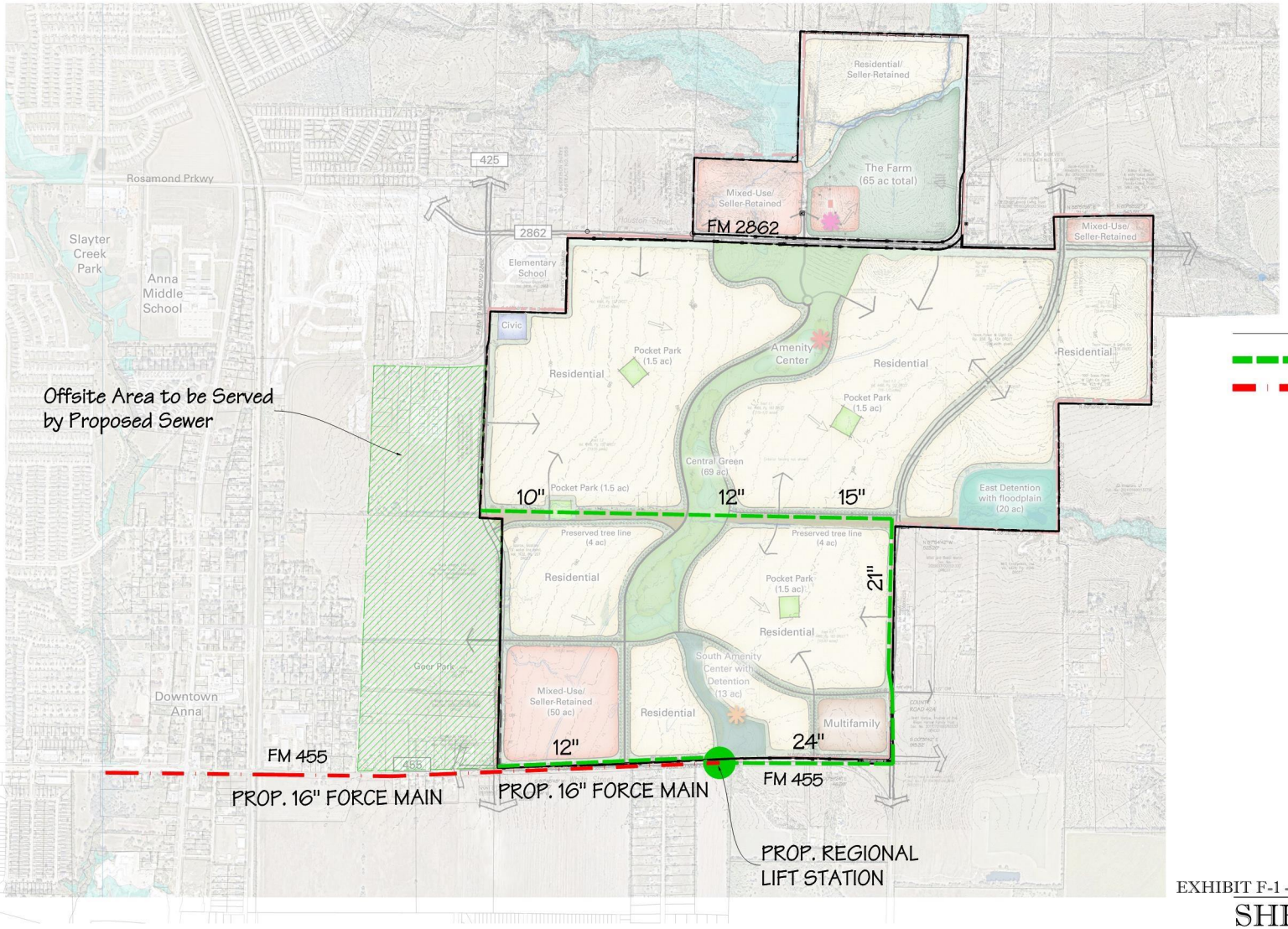
9. Assumes no decelaration lanes will be required.

10. Assumes no right turn lanes will be required.

11. Assumes culverts under FM 455 will require a portion of the existing TxDOT road to be demolished and re-installed.

Exhibit F-1

Major Sewer Improvements



N
W E
S

0 300 600 1200
1 inch = 600 ft.

LEGEND

= PROPOSED DEVELOPER SEWER

= PROPOSED FORCE MAIN

Note:

1. Alignments shown are conceptual and subject to change.
2. Pipe sizes are approximated for reference. Actual pipe sizes to be determined at time of final design.

EXHIBIT F-1 - MAJOR SEWER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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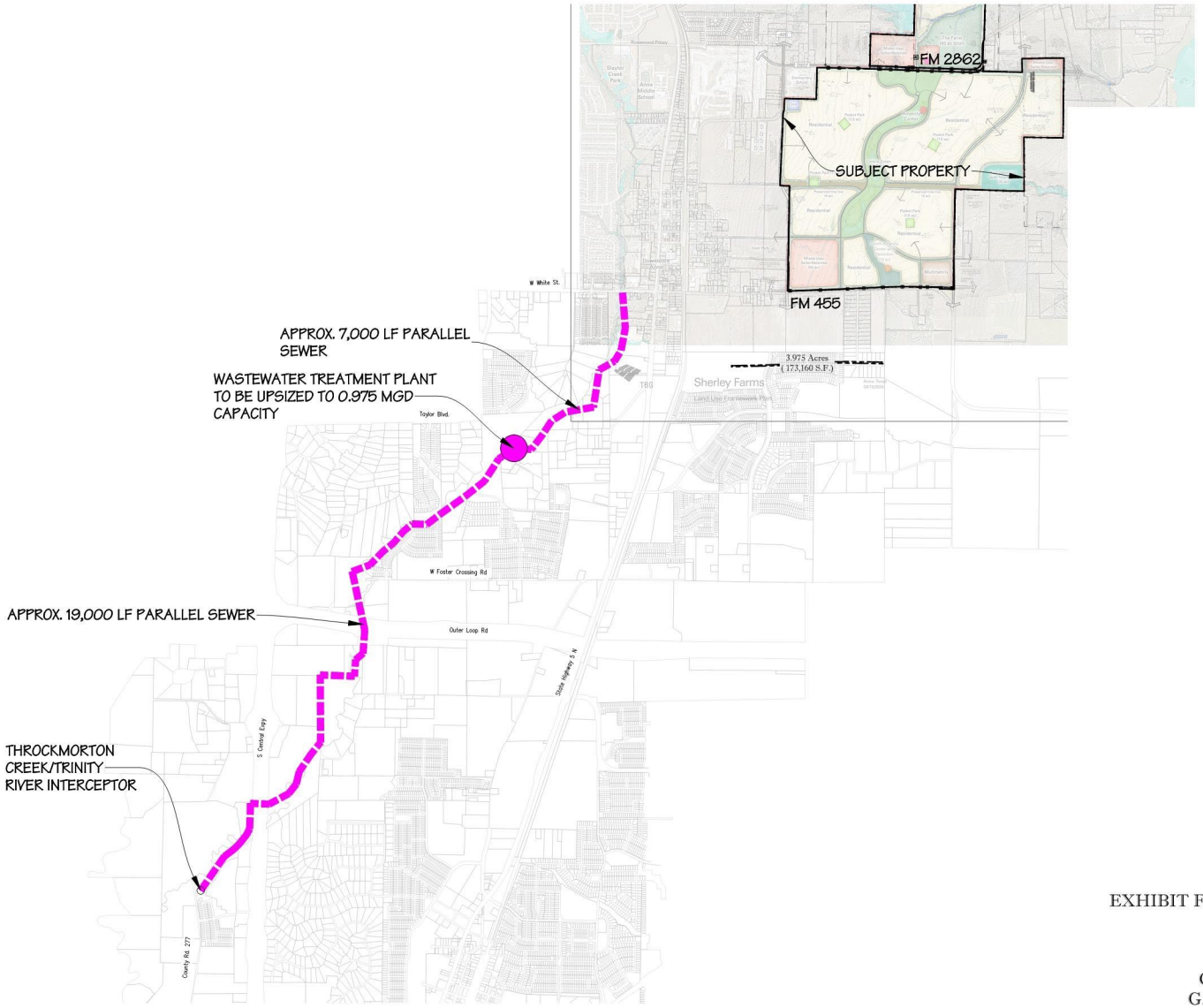
Exhibit F-2

City Constructed Sewer Improvements



N
W E
S

0 300 600 1200
1 inch = 600 ft.

LEGEND

■■■■■ = PROPOSED CITY IMPROVEMENTS

Note:
1. Alignments shown are conceptual and subject to change.

EXHIBIT F-2 - CITY CONSTRUCTED SEWER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

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Exhibit F-3

Sewer Improvements Schedule

EXHIBIT F-3
SEWER IMPROVEMENTS SCHEDULE

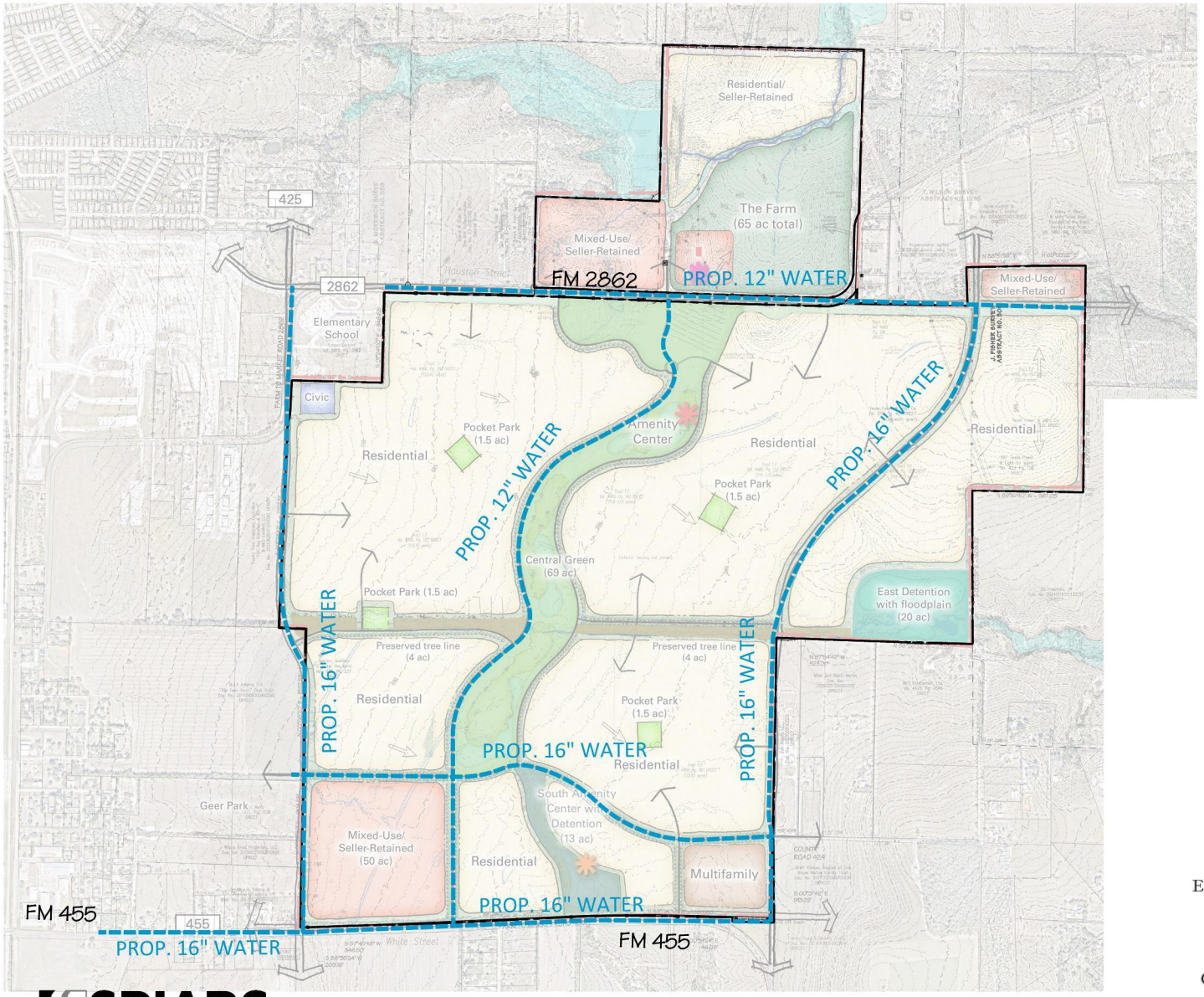
Construction Phase	Segment/Part	Facility Classification	Description	Cost Responsibility *(Design, Construction, Easement Acquisition, and Construction Management)*	Construction Funding	Timing	Equivalent Dwelling Units (EDUs) Construction Completion Timing	Equivalent Dwelling Units (EDUs) Capacity Allocated by City to Developer upon Completion of Phase Improvements
Phase 1	**1**	Lift Station	Onsite 6.7 MGD Peak Flow Lift Station	Developer	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval	**Prior to 1 EDU**	**488 (488 Overall)**
	2	Force Main	8,000 LF of 16" force main along FM 455	Developer (City to provide condemnation assistance if needed)	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval		
	3	Onsite Trunk Sewer	5,400 LF (21"-24") Onsite Trunk Sewer to serve Phase 1 of Sherley Farms	Developer	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval		
Phase 2	**4**	Onsite Trunk Sewer	2,100 LF (12"-15") Onsite Trunk Sewer to Serve Phase 2 of Sherley Farms	Developer	Developer (Reimbursable per Agreement)	Design Start - Phase 2 Preliminary Plat Approval	**Prior to 489 EDUs**	**469 (957 Overall)**
Phase 3	**5**	Onsite Trunk Sewer	3,100 LF (30"-36") Trunk Sewer From FM 455 to Slayter Creek Treatment Plant	Developer	Developer (Reimbursable per Agreement)	Design & Easement Acquisition - upon approval of this DA	**Prior to 958 EDUs**	**470 (1,427 Overall)**
	6	Offsite Trunk Sewer	7,000 LF (10") Trunk Sewer From FM 455 to Slayter Creek Treatment Plant	City	City	Design & Easement Acquisition - upon the effective date of this agreement		
Phase 4	**7**	Offsite Treatment	Relocate Package Plant From Hurricane Creek Treatment Plant to Slayter Creek Treatment Plant or Install another package plant	City	City	Design - Currently Underway	**Prior to 1,428 EDUs**	**928 (2,355 Overall)**
Phase 5	**8**	Renegotiate Anna/Melissa Sewer Discharge Agreement	City of Anna to negotiate with City of Melissa to obtain increased allowable discharges covering Sherley Farms	City	City	Formal Negotiations to Begin upon the effective date of this agreement	**Prior to 2,356 EDUs**	**1,568 (3923 Overall)**
Phase 6	**9**	Offsite Trunk Sewer	19,000 LF of offsite trunk sewer downstream of Slayter Creek WWTP	City	City	Design - 8 months after the effective date of this agreement		

Notes:

1. Timing is based on initial City draft of deal points.
2. Phasing doesn't necessarily correspond to actual project phasing

Exhibit G

Major Water Improvements



N
W E
S

0 250 500 1000
1 inch = 500 ft.

LEGEND

■■■■■■■ = PROPOSED DEVELOPER WATER

Note:
1. Alignments shown are conceptual and subject to change.

EXHIBIT G - MAJOR WATER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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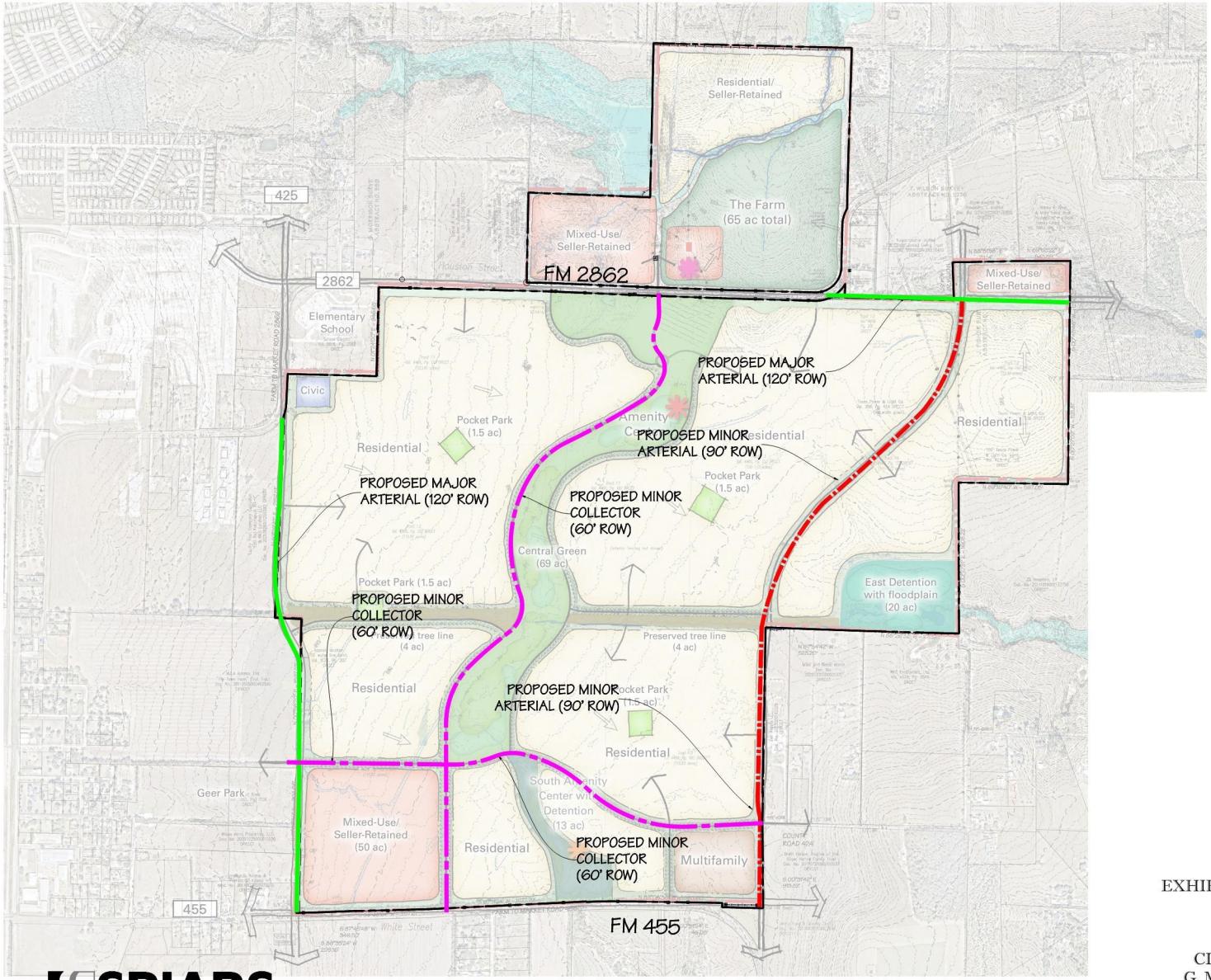
Exhibit H

Major Roadway Improvements



N
W E
S

0 250 500 1000
1 inch = 500 ft.

LEGEND

= PROPOSED MINOR ARTERIAL
= PROPOSED MAJOR ARTERIAL
= PROPOSED MINOR COLLECTOR

Note:

1. Alignments shown are conceptual and subject to change.
2. Developer shall construct 2 Lanes (25' B-B) of shown divided arterials.

EXHIBIT H - MAJOR ROADWAY IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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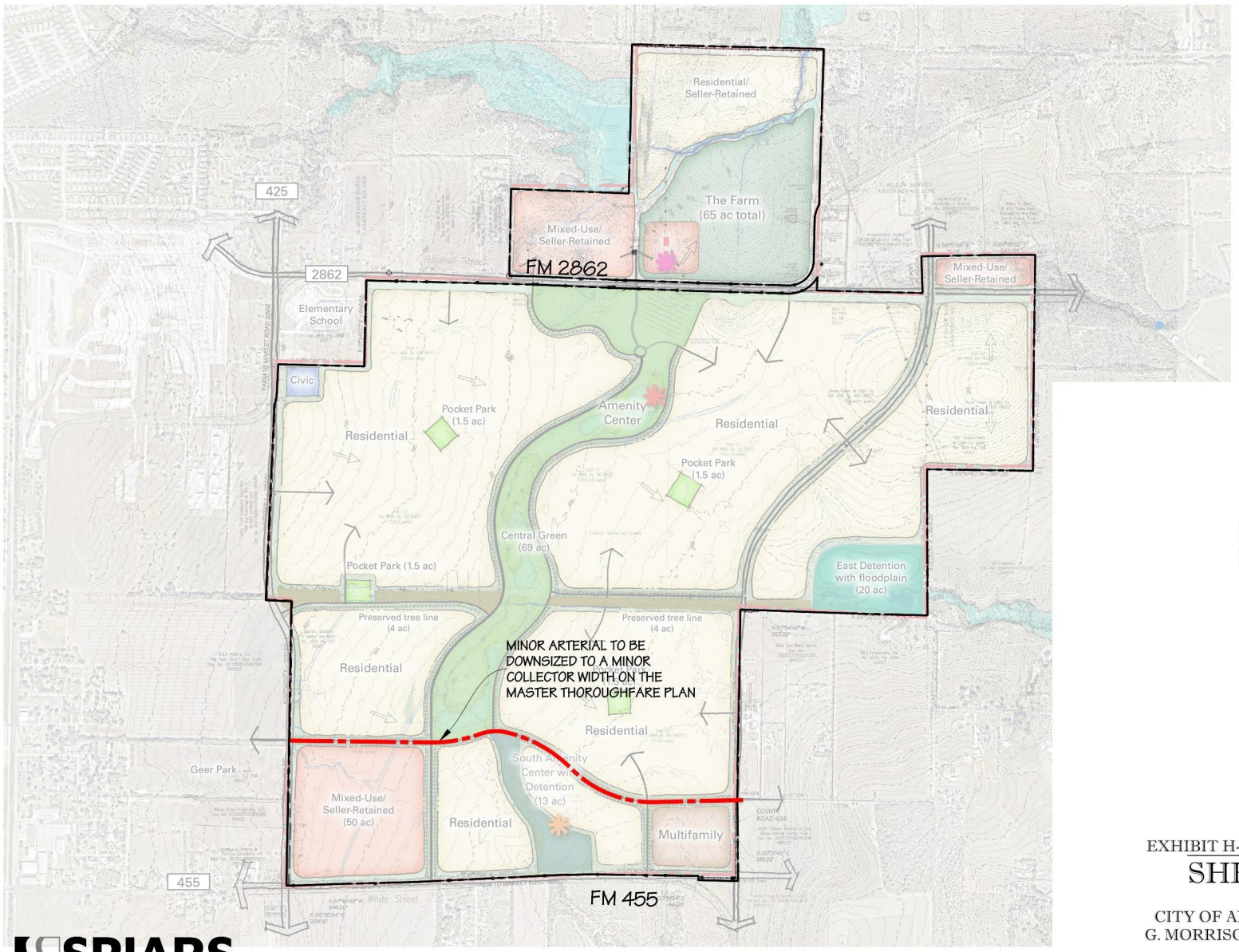
Exhibit H-1

Proposed Thoroughfare Plan Revision



Note:

1. Downsizing of the roadway shown to a minor collector width is subject to results of a traffic impact analysis.

EXHIBIT H-1 - THOROUGHFARE REVISION

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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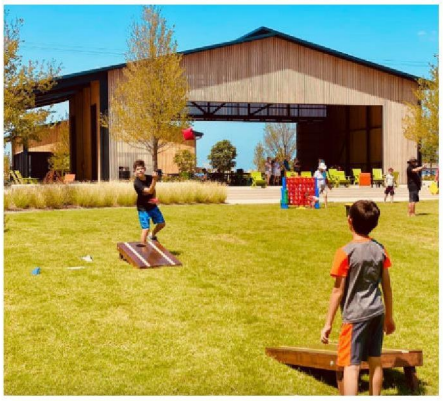
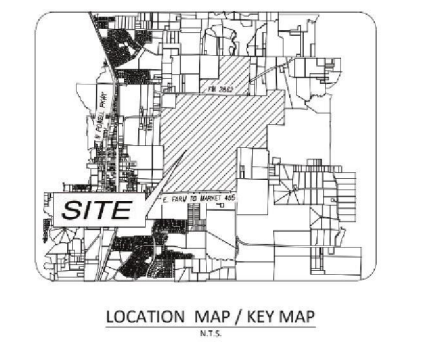
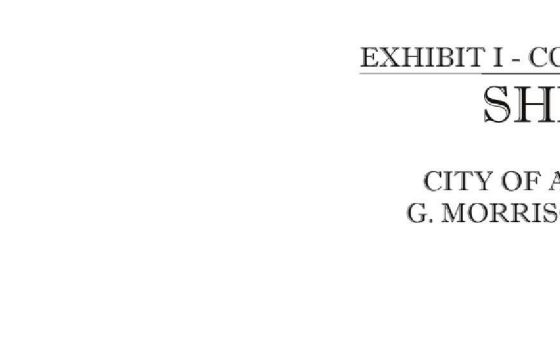
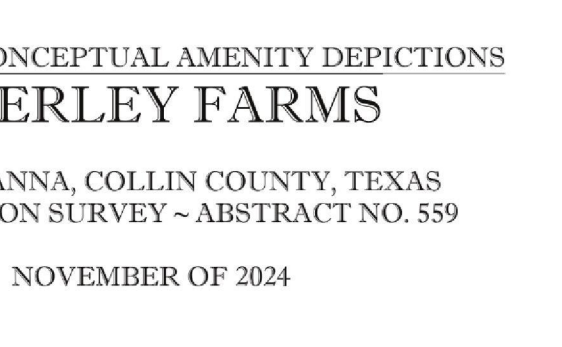
Exhibit I

Conceptual Amenity Depictions



LOCATION MAP / KEY MAP
N.T.S.

EXHIBIT I - CONCEPTUAL AMENITY DEPICTIONS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

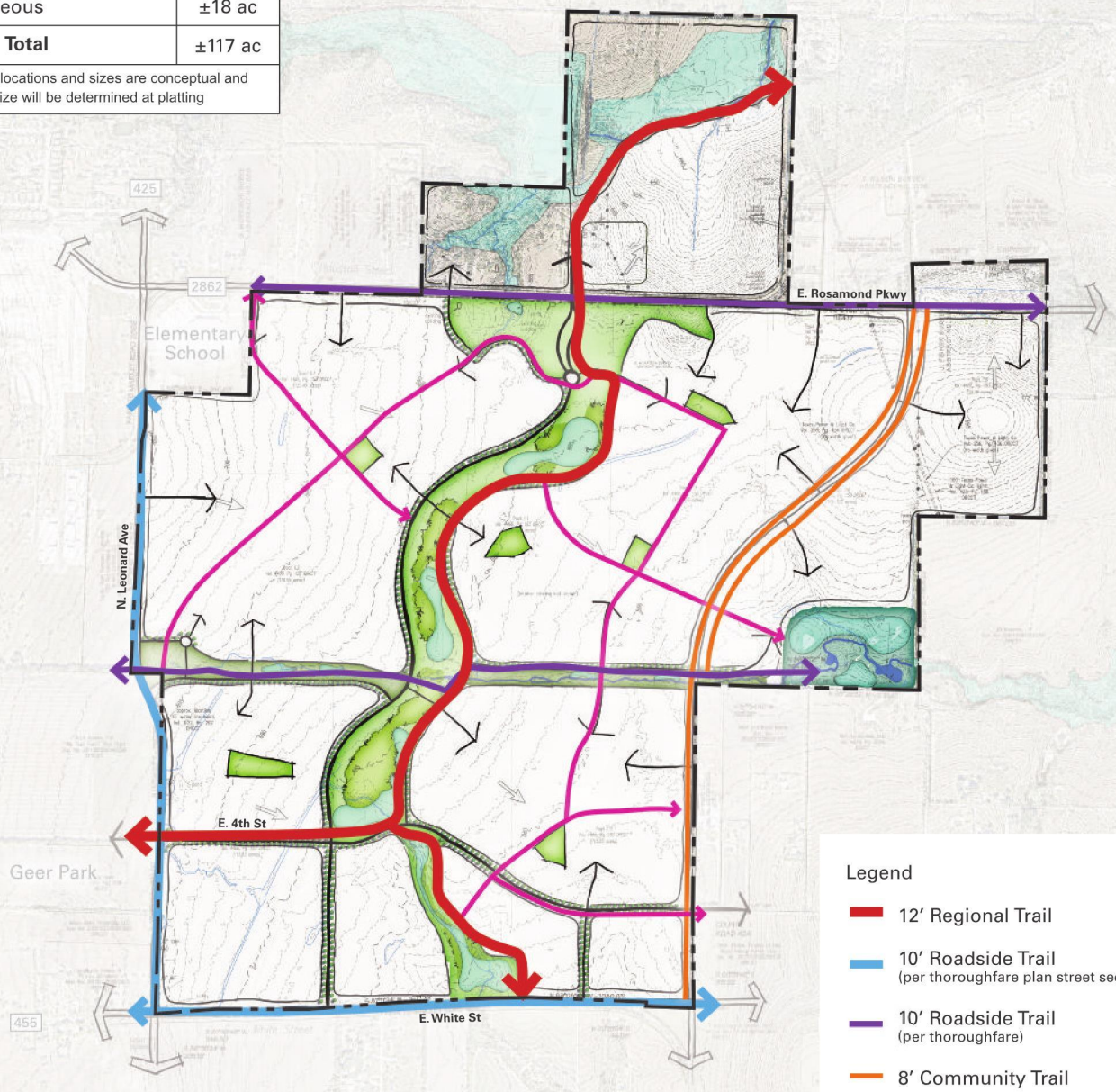
NOVEMBER OF 2024

Exhibit J

Trail and Open Space Improvements

Public Open Space Summary		
	Central Green	±74 ac
	Pocket Parks	±10 ac
	Landscaped Drainage Areas	±15 ac
	Miscellaneous	±18 ac
Total		±117 ac

Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting

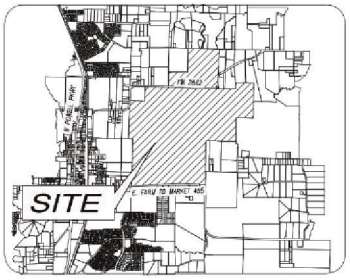


Legend

- 12′ Regional Trail
- 10′ Roadside Trail (per thoroughfare plan street sections)
- 10′ Roadside Trail (per thoroughfare)
- 8′ Community Trail
- 6′ Neighborhood Trail

Note:
Precise regional trail alignment is contingent on site conditions and land ownership

0 800′ 1600′



LOCATION MAP / KEY MAP
N.T.S.

The information shown is based on the best information available and is subject to change without notice.

EXHIBIT J - TRAILS AND OPEN SPACE IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

Exhibit K

PID Bonds Financial Summary

City of Anna, Texas

For illustration purposes only

Sherley Farms Public Improvement District

PROPOSED DEVELOPMENT PLAN

TOTAL SHERLEY FARMS IMPROVEMENT DISTRICT

Category	No. of Units	*Expected* Finished Lot Unit Value	*Expected* Build Out Unit Value	*Expected* Finished Lots Value	*Expected* Build Out Value
Townhomes (Tellus)	120	$ 62,500	$ 250,000	$ 7,500,000	$ 30,000,000
SF 40' (Tellus)	638	96,000	384,000	61,248,000	244,992,000
SF 50' (Tellus)	740	120,000	480,000	88,800,000	355,200,000
SF 60' (Tellus)	740	144,000	576,000	106,560,000	426,240,000
SF 70' (Tellus)	190	168,000	672,000	31,920,000	127,680,000
SF 1/2 ac. (Tellus)	150	264,000	1,056,000	39,600,000	158,400,000
Townhomes (Sherley Partners)	80	75,000	300,000	6,000,000	24,000,000
Cottage Homes (Sherley Partners)	55	62,500	250,000	3,437,500	13,750,000
SF (Sherley Partners)	7	250,000	1,000,000	1,750,000	7,000,000
MF (Sherley Partners)	400	12,500	200,000	5,000,000	80,000,000
Retail/COMM (Sherley Partners)	260,000	25.36	329.62	6,592,308	85,700,000
				$ 358,407,808	$ 1,552,962,000

Townhomes Unit Weighted Average	*$67,500*	*$270,000*
Single Family Unit Weighted Average	*$133,825*	*$535,299*

Notes:

Information provided by the Developers on 9/25/2024 and 10/1/2024. Subject to change.

City of Anna, Texas
Sherley Farms Public Improvement District
PROJECT DEBT CAPACITY SUMMARY

For illustration purposes only

	SINGLE-FAMILY SUBZONE PID BONDS[1]	COMMERCIAL SUBZONE PID BONDS[2]	TOTAL
SOURCES OF FUNDS			
Estimated Par Amount of Bonds	$ 235,343,000	$ 9,273,000	$ 244,616,000
Total Sources of Funds	$ 235,343,000	$ 9,273,000	$ 244,616,000
USES OF FUNDS			
Project Fund (Bond Proceeds PID Projects)	$ 193,911,752	$ 7,660,047	$ 201,571,799
Capitalized Interest Fund[3]	-	-	-
Debt Service Reserve Fund[4]	17,896,948	685,653	18,582,601
Financing Costs & Admin Fees[5]	23,534,300	927,300	24,461,600
Total Uses of Funds	$ 235,343,000	$ 9,273,000	$ 244,616,000
Expected Value-to-Lien per Parcel at Bond Issuance	1.47x [6]	1.25x [7]	1.47x
Assumed Bond Interest Rate[8]	6.10%	6.10%	6.10%
Average Annual Installment as Tax Rate Equivalent	$1.3500	$0.4777	
Less: TIRZ Adjustment as Tax Rate Equivalent[9]	($0.2536)	($0.2536)	
Net Average Annual Installment as Tax Rate Equivalent	$1.0964	$0.2241	
Term of Bonds	30 years	30 years	30 years
City TIRZ Participation Rate as % of Tax Rate	50%	50%	50%
Number of Benefited Units	2,720	400 MF Units 260,000 COMM Sq Ft	
PID Assessment per Benefited Unit	$86,523	$11,193 per MF Unit $18.45 per COMM Sq Ft	
Project Funds per Benefited Unit	$71,291	$9,246 per MF Unit $15.24 per COMM Sq Ft	
City PID Fee per SF Unit	($3,400)	$0	
Net Project Funds per Benefited Unit	$67,891	$9,246 per MF Unit $15 per MF Unit	

Notes:
(1) Single-Family Subzone includes all parcels (incl. Townhomes and Cottages) except Multi-Family and Retail/Commercial.
(2) Commercial Subzone only includes Multi-family and Retail/Commercial Parcels. Does not include townhomes and cottages.
(3) Assumes no use of capitalized interest, subject to change. Use of Cap-I reduces project funds generated thorugh bond proceeds.
(4) Assumes to be the max annual debt service payment. Not to exceed the IRS' three-prong test.
(5) For illustration and discussion purposes only; subject to change. Assumes 10% of par amount.
(6) Assumes no appraisal discounts for illustration purposes only; subject to change.
(7) Assumes no appraisal discounts for illustration purposes only; subject to change. Assumed to be a minimum of 1.25:1 ratio.
(8) For illustration purposes only; subject to change at any time.
(9) Including TIRZ admin expense.

City of Anna, Texas For illustration purposes only
Sherley Farms Public Improvement District
PROJECTED TAX STATEMENT - SINGLE-FAMILY SUBZONE

Projected **Tax Statement - Single-Family Subzone**

	2024 Tax Rate	Tax Levy on $270,000 Avg. Townhome	Tax Levy on $535,299 Avg. SF Home	Tax Levy on $250,000 Cottage Home
City of Anna	$ 0.5072	$ 1,369.44	$ 2,715.04	$ 1,268.00
Collin County	0.1493	403.23	799.43	373.36
Collin County Community College District	0.0812	219.29	434.77	203.05
Anna Independent School District	1.2580	3,396.60	6,734.06	3,145.00
Total Tax Rate	**$ 1.9958**	**$ 5,388.56**	**$ 10,683.30**	**$ 4,989.41**
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy[1]	$ 1.3500	$ 3,644.89	$ 7,226.32	$ 3,374.90
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	**$ 3.3457**	**$ 9,033.45**	**$ 17,909.62**	**$ 8,364.31**
Projected TIRZ Credit as Tax Rate Equivalent/Levy [2]	$ (0.2536)	$ (684.72)	$ (1,357.52)	$ (634.00)
Total Overlapping Tax Rate Equivalent/Levy *after Projected TIRZ Credit*	**$ 3.0921**	**$ 8,348.73**	**$ 16,552.11**	**$ 7,730.31**
Net Avg. Annual Installment as Tax Rate Equivalent/Levy	*$ 1.0964*	*$ 2,960.17*	*$ 5,868.81*	*$ 2,740.90*

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed $1.35 per Development Agreement.
(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

City of Anna, Texas For illustration purposes only

Sherley Farms Public Improvement District

PROJECTED TAX STATEMENT - COMMERCIAL SUBZONE

***Projected* Tax Statement - Commercial Subzone**

	2024 Tax Rate	Tax Levy on $200,000 MF Unit	Tax Levy on Sq. Ft. Retail/COMM
City of Anna	$ 0.5072	$ 1,014.40	$ 1.67
Collin County	0.1493	298.69	0.49
Collin County Community College District	0.0812	162.44	0.27
Anna Independent School District	1.2580	2,516.00	4.15
Total Tax Rate	**$ 1.9958**	**$ 3,991.53**	**$ 6.58**
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy[1]	$ 0.4777	$ 955.41	$ 1.57
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	**$ 2.4735**	**$ 4,946.93**	**$ 8.15**
Projected TIRZ Credit as Tax Rate Equivalent/Levy [2]	$ (0.2536)	$ (507.20)	$ (0.84)
Total Overlapping Tax Rate Equivalent/Levy *after Projected TIRZ Credit*	**$ 2.2199**	**$ 4,439.73**	**$ 7.32**
Net Avg. Annual Installment as Tax Rate Equivalent/Levy	*$ 0.2241*	*$ 448.21*	*$ 0.74*

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed $1.35 per Development Agreement.

(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

City of Anna, Texas
Sherley Farms Public Improvement District
DEBT CAPACITY - 50% CITY TIRZ - SINGLE-FAMILY SUBZONE

For illustration purposes only

Bond Year	Single-Family Subzone Special Assessment Revenue Bonds: Principal	Interest[1]	Additional Interest Levy[2]	Administrative Levy[3]	TOTAL LEVY	*Total Levy as Tax Rate Equivalent*	Bond Year	GROSS PID LEVY	TIRZ CREDIT	*TIRZ Share as Tax Rate Equivalent*	NET PID LEVY	*Net PID Levy as Tax Rate Equivalent*
1	$ 2,775,000	$ 14,355,923	$ 1,176,715	$ 420,000	**$ 18,727,638**	*$ 1.3500*	1	$ 18,727,638	$ 3,518,096	*$ 0.2536*	$ 15,209,542	*$ 1.0964*
2	2,950,000	14,186,648	1,162,840	428,400	**18,727,888**	*1.3500*	2	18,727,888	3,518,096	*0.2536*	15,209,792	*1.0964*
3	3,136,000	14,006,698	1,148,090	436,968	**18,727,756**	*1.3500*	3	18,727,756	3,518,096	*0.2536*	15,209,660	*1.0964*
4	3,334,000	13,815,402	1,132,410	445,707	**18,727,519**	*1.3500*	4	18,727,519	3,518,096	*0.2536*	15,209,423	*1.0964*
5	3,545,000	13,612,028	1,115,740	454,622	**18,727,390**	*1.3500*	5	18,727,390	3,518,096	*0.2536*	15,209,293	*1.0964*
6	3,770,000	13,395,783	1,098,015	463,714	**18,727,512**	*1.3500*	6	18,727,512	3,518,096	*0.2536*	15,209,416	*1.0964*
7	4,010,000	13,165,813	1,079,165	472,988	**18,727,966**	*1.3500*	7	18,727,966	3,518,096	*0.2536*	15,209,870	*1.0964*
8	4,265,000	12,921,203	1,059,115	482,448	**18,727,766**	*1.3500*	8	18,727,766	3,518,096	*0.2536*	15,209,670	*1.0964*
9	4,537,000	12,661,038	1,037,790	492,097	**18,727,925**	*1.3500*	9	18,727,925	3,518,096	*0.2536*	15,209,829	*1.0964*
10	4,826,000	12,384,281	1,015,105	501,939	**18,727,325**	*1.3499*	10	18,727,325	3,518,096	*0.2536*	15,209,228	*1.0963*
11	5,135,000	12,089,895	990,975	511,978	**18,727,848**	*1.3500*	11	18,727,848	3,518,096	*0.2536*	15,209,751	*1.0964*
12	5,463,000	11,776,660	965,300	522,217	**18,727,177**	*1.3499*	12	18,727,177	3,518,096	*0.2536*	15,209,081	*1.0963*
13	5,813,000	11,443,417	937,985	532,662	**18,727,064**	*1.3499*	13	18,727,064	3,518,096	*0.2536*	15,208,967	*1.0963*
14	6,186,000	11,088,824	908,920	543,315	**18,727,059**	*1.3499*	14	18,727,059	3,518,096	*0.2536*	15,208,962	*1.0963*
15	6,584,000	10,711,478	877,990	554,181	**18,727,649**	*1.3500*	15	18,727,649	3,518,096	*0.2536*	15,209,553	*1.0964*
16	7,007,000	10,309,854	845,070	565,265	**18,727,189**	*1.3499*	16	18,727,189	3,518,096	*0.2536*	15,209,092	*1.0963*
17	7,458,000	9,882,427	810,035	576,570	**18,727,032**	*1.3499*	17	18,727,032	3,518,096	*0.2536*	15,208,936	*1.0963*
18	7,939,000	9,427,489	772,745	588,101	**18,727,335**	*1.3499*	18	18,727,335	3,518,096	*0.2536*	15,209,239	*1.0963*
19	8,451,000	8,943,210	733,050	599,863	**18,727,123**	*1.3499*	19	18,727,123	3,518,096	*0.2536*	15,209,027	*1.0963*
20	8,997,000	8,427,699	690,795	611,861	**18,727,355**	*1.3500*	20	18,727,355	3,518,096	*0.2536*	15,209,258	*1.0964*
21	9,579,000	7,878,882	645,810	624,098	**18,727,790**	*1.3500*	21	18,727,790	3,518,096	*0.2536*	15,209,693	*1.0964*
22	10,198,000	7,294,563	597,915	636,580	**18,727,058**	*1.3499*	22	18,727,058	3,518,096	*0.2536*	15,208,961	*1.0963*
23	10,859,000	6,672,485	546,925	649,311	**18,727,721**	*1.3500*	23	18,727,721	3,518,096	*0.2536*	15,209,625	*1.0964*
24	11,563,000	6,010,086	492,630	662,298	**18,728,014**	*1.3500*	24	18,728,014	3,518,096	*0.2536*	15,209,917	*1.0964*
25	12,312,000	5,304,743	434,815	675,544	**18,727,102**	*1.3499*	25	18,727,102	3,518,096	*0.2536*	15,209,005	*1.0963*
26	13,111,000	4,553,711	373,255	689,055	**18,727,021**	*1.3499*	26	18,727,021	3,518,096	*0.2536*	15,208,924	*1.0963*
27	13,963,000	3,753,940	307,700	702,836	**18,727,476**	*1.3500*	27	18,727,476	3,518,096	*0.2536*	15,209,379	*1.0964*
28	14,871,000	2,902,197	237,885	716,892	**18,727,974**	*1.3500*	28	18,727,974	3,518,096	*0.2536*	15,209,878	*1.0964*
29	15,838,000	1,995,066	163,530	731,230	**18,727,826**	*1.3500*	29	18,727,826	3,518,096	*0.2536*	15,209,730	*1.0964*
30	16,868,000	1,028,948	84,340	745,855	**18,727,143**	*1.3499*	30	18,727,143	3,518,096	*0.2536*	15,209,046	*1.0963*
	$ 235,343,000	$ 286,000,391	$ 23,442,655	$ 17,038,593	**$ 561,824,639**			$ 561,824,639	$ 105,542,893		$ 456,281,746	

(1) Assumes an interest rate of 6.10% for discussion purposes only, subject to change.
(2) Calculated at 0.5% of outstanding bonds.
(3) For illustration purposes only, subject to change after input from PID/TIRZ Administrator. Assumes PID and TIRZ administrative expenses for seven PID improvement areas.

City of Anna, Texas

Sherley Farms Public Improvement District

DEBT CAPACITY - 50% CITY TIRZ - COMMERCIAL SUBZONE

For illustration purposes only

Bond Year	Commercial Subzone Special Assessment Revenue Bonds Principal	Interest[1]	Additional Interest Levy[2]	Administrative Levy[3]	**TOTAL LEVY**	*Total Levy as Tax Rate Equivalent*	Bond Year	GROSS PID LEVY	TIRZ CREDIT	*TIRZ Share as Tax Rate Equivalent*	NET PID LEVY	*Net PID Levy as Tax Rate Equivalent*
1	$ 120,000	$ 565,653	$ 46,365	$ 60,000	**$ 792,018**	*$ 0.4780*	1	$ 792,018	$ 420,215	*$ 0.2536*	$ 371,803	*$ 0.2244*
2	126,000	558,333	45,765	61,200	**791,298**	*0.4775*	2	791,298	420,215	*0.2536*	371,083	*0.2239*
3	133,000	550,647	45,135	62,424	**791,206**	*0.4775*	3	791,206	420,215	*0.2536*	370,991	*0.2239*
4	141,000	542,534	44,470	63,672	**791,676**	*0.4778*	4	791,676	420,215	*0.2536*	371,461	*0.2242*
5	149,000	533,933	43,765	64,946	**791,644**	*0.4778*	5	791,644	420,215	*0.2536*	371,429	*0.2242*
6	157,000	524,844	43,020	66,245	**791,109**	*0.4774*	6	791,109	420,215	*0.2536*	370,894	*0.2238*
7	167,000	515,267	42,235	67,570	**792,072**	*0.4780*	7	792,072	420,215	*0.2536*	371,857	*0.2244*
8	176,000	505,080	41,400	68,921	**791,401**	*0.4776*	8	791,401	420,215	*0.2536*	371,186	*0.2240*
9	186,000	494,344	40,520	70,300	**791,164**	*0.4775*	9	791,164	420,215	*0.2536*	370,948	*0.2239*
10	197,000	482,998	39,590	71,706	**791,294**	*0.4775*	10	791,294	420,215	*0.2536*	371,078	*0.2239*
11	209,000	470,981	38,605	73,140	**791,726**	*0.4778*	11	791,726	420,215	*0.2536*	371,510	*0.2242*
12	221,000	458,232	37,560	74,602	**791,394**	*0.4776*	12	791,394	420,215	*0.2536*	371,179	*0.2240*
13	234,000	444,751	36,455	76,095	**791,301**	*0.4776*	13	791,301	420,215	*0.2536*	371,085	*0.2240*
14	248,000	430,477	35,285	77,616	**791,378**	*0.4776*	14	791,378	420,215	*0.2536*	371,163	*0.2240*
15	263,000	415,349	34,045	79,169	**791,563**	*0.4777*	15	791,563	420,215	*0.2536*	371,348	*0.2241*
16	279,000	399,306	32,730	80,752	**791,788**	*0.4778*	16	791,788	420,215	*0.2536*	371,573	*0.2242*
17	296,000	382,287	31,335	82,367	**791,989**	*0.4780*	17	791,989	420,215	*0.2536*	371,774	*0.2244*
18	313,000	364,231	29,855	84,014	**791,100**	*0.4774*	18	791,100	420,215	*0.2536*	370,885	*0.2238*
19	332,000	345,138	28,290	85,695	**791,123**	*0.4774*	19	791,123	420,215	*0.2536*	370,908	*0.2238*
20	353,000	324,886	26,630	87,409	**791,925**	*0.4779*	20	791,925	420,215	*0.2536*	371,709	*0.2243*
21	374,000	303,353	24,865	89,157	**791,375**	*0.4776*	21	791,375	420,215	*0.2536*	371,160	*0.2240*
22	397,000	280,539	22,995	90,940	**791,474**	*0.4777*	22	791,474	420,215	*0.2536*	371,259	*0.2241*
23	422,000	256,322	21,010	92,759	**792,091**	*0.4780*	23	792,091	420,215	*0.2536*	371,876	*0.2244*
24	447,000	230,580	18,900	94,614	**791,094**	*0.4774*	24	791,094	420,215	*0.2536*	370,879	*0.2238*
25	475,000	203,313	16,665	96,506	**791,484**	*0.4777*	25	791,484	420,215	*0.2536*	371,269	*0.2241*
26	505,000	174,338	14,290	98,436	**792,064**	*0.4780*	26	792,064	420,215	*0.2536*	371,849	*0.2244*
27	536,000	143,533	11,765	100,405	**791,703**	*0.4778*	27	791,703	420,215	*0.2536*	371,488	*0.2242*
28	569,000	110,837	9,085	102,413	**791,335**	*0.4776*	28	791,335	420,215	*0.2536*	371,120	*0.2240*
29	605,000	76,128	6,240	104,461	**791,829**	*0.4779*	29	791,829	420,215	*0.2536*	371,614	*0.2243*
30	643,000	39,223	3,215	106,551	**791,989**	*0.4780*	30	791,989	420,215	*0.2536*	371,773	*0.2244*
	$ 9,273,000	$ 11,127,437	$ 912,085	$ 2,434,085	**$ 23,746,607**			$ 23,746,607	$ 12,606,456		$ 11,140,151	

(1) Assumes an interest rate of 6.10% for discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after input from PID/TIRZ Administrator. Assumes PID and TIRZ administrative expenses for one PID improvement area.

City of Anna, Texas

For illustration purposes only

Sherley Farms Public Improvement District

PROJECT IMPACT ON THE CITY (AD VALOREM PROPERTY TAXES) - 50% TIRZ Scenario

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	*At 2024 Rate* Gross City Taxes Generated per Unit	*50%* City Taxes Deposited in TIRZ Fund per Unit	Net City Taxes Generated per Unit	*At 2024 Rate* Gross City Taxes Generated at Build Out	*50%* City Taxes Deposited in TIRZ Fund at Build Out	Net City Taxes Generated at Build Out
Proposed Single Family, Townhomes & Cottages	2,720	$510,023	$1,387,262,000	$2,587	($1,293)	$1,293	$7,036,193	($3,518,096)	$3,518,096
Proposed Multi Family	400	$200,000	$80,000,000	$1,014	($507)	$507	$405,760	($202,880)	$202,880
Proposed Retail & Commercial	260,000	$329.62	$85,700,000	$1.67	($0.84)	$0.84	$434,670	($217,335)	$217,335
Total			$1,552,962,000				$7,876,623	($3,938,312)	$3,938,312

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	*Proposed Non TIRZ* Average PID Assessment Annual Installment per Unit	City Taxes used for PID Bonds Debt Service per Unit	Total Funds for Debt Service and PID/TIRZ Admin per Unit	*Proposed Non TIRZ* Average PID Assessment Annual Installment at Build Out	City Taxes used for PID Bonds Debt Service at Build Out	Total Funds for Debt Service and PID Admin at Build Out
Proposed Single Family, Townhomes & Cottages	2,720	$510,023	$1,387,262,000	$5,592	$1,293	$6,885	$15,209,392	$3,518,096	$18,727,488
Proposed Multi Family	400	$200,000	$80,000,000	$448	$507	$955	$179,282	$202,880	$382,162
Proposed Retail & Commercial	260,000	$330	$85,700,000	$0.74	$0.84	$1.57	$192,056	$217,335	$409,391
Total			$1,552,962,000				$15,580,730	$3,938,312	$19,519,042

SHERLEY FARMS DEVELOPMENT AGREEMENT

This Sherley Farms Development Agreement (this "Agreement") is entered into by and between the CITY OF ANNA, TEXAS, a Texas home-rule municipality (the "City"), TELLUS TEXAS III, LLC, a Texas limited liability company and its successors and assigns ("Tellus"), and SHERLEY PARTNERS, LTD., a Texas limited partnership and its successors and assigns ("Owner" and together with Tellus, the "Developers") (each individually, a "Party," and collectively, the "Parties"), to be effective on the Effective Date.

SECTION 1
RECITALS

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

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

WHEREAS, Owner owns, and Tellus is under contract to purchase a portion of, the approximately 1,123 acres of real property, described by metes and bounds in **Exhibit A** (the "Property"); and

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

WHEREAS, it is intended that the Property, which is depicted in **Exhibit B**, be developed to contain single-family homes of various sizes, townhomes, multi-family, commercial and other mixed-use development constructed over multiple phases and is to be known and referred to as "Sherley Farms" (the "Project"), as generally depicted on the Illustrative Layout (as defined herein), which is attached hereto as **Exhibit C**, which may be revised as set forth in this Agreement, and in accordance with applicable City Regulations and the development standards set forth in certain proposed planned development standards ("Development Standards"), which Development Standards are attached hereto as **Exhibit D**; and

WHEREAS, the Illustrative Layout is intended to comply with the vision of the 2050 Comprehensive Plan; and

WHEREAS, the Owner and Tellus (to the extent Tellus has taken ownership of any portion of the Property) intend to file a voluntary petition for annexation of the Property; and

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

WHEREAS, the Developers desire and intend to design, construct and install and/or make financial contributions to certain Authorized Improvements to serve the Project; and

WHEREAS, in consideration of the Developers' agreements contained herein, the City shall use reasonable efforts to exercise its powers under Texas Local Government Code, Chapter 372 (the "PID Act") to create a PID (as defined herein) encompassing the Property to provide financing arrangements that will enable Developers to do the following in accordance with the

procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the PID Projects using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the PID Projects, the source of which reimbursement will be installment payments from Assessments within the PID, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, in consideration of the Developers' agreements contained herein, as allowed by law, the City agrees to exercise its powers under the TIRZ Act to create the TIRZ and to dedicate fifty percent (50%) of the City's ad valorem tax increment, less collection and administrative costs, attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of up to forty (40) years: (a) for property located in a Single-Family Subzone (as defined herein) to offset or pay a portion of any Assessment levied on assessed parcels within the PID for the costs of Authorized Improvements that qualify as TIRZ Projects under the TIRZ Act and (b) for property located in a Commercial Subzone, to the extent such property is not subject to Assessments or all ad valorem tax increment generated on a particular parcel in the Commercial Subzone is not needed to offset Assessments, to fund a Chapter 380 Grant as described herein; and

WHEREAS, after creation of the PID and the TIRZ, all of the City's administrative costs associated with the PID will be funded by the levy of Assessments on the Property in accordance with the PID Act, and all of the City's administrative costs associated with the TIRZ will be funded from the TIRZ Revenue in accordance with the TIRZ Act; and

WHEREAS, the City desires to provide certain economic incentives related to the commercial development on the portions of the Property designated for commercial development;

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

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the PID Projects and approved by the City Engineer or his designee and the costs associated with the administration of the PID and the issuance of the PID Bonds for each respective Phase of the Project); and (iii) issue, in multiple series, estimated to be $300,000,000 in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the PID Projects and paying associated costs as described herein; and

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

WHEREAS, the Developers understand and acknowledge that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

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

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

WHEREAS, the City recognizes the positive impact the Public Infrastructure will bring to the City and that said improvements will promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state; and

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

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code and that all prerequisites for entering into such agreement have been completed in full and that the City has provided the Developers with the written disclosures required when offering this Agreement under Section 212.171(b-1), said section being incorporated herein as if set forth in full;

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

SECTION 2
DEFINITIONS

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

2050 Comprehensive Plan means the Anna 2050 Comprehensive Plan and applicable provisions of the Anna 2050 Parks Master Plan adopted by the City Council on April 27, 2021 under Ordinance No. 903-2021 and as amended as of the Effective Date.

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

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

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

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

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

Bond Ordinance means each ordinance adopted by the City Council that authorizes and approves the issuance and sale of any PID Bonds for the applicable Phase(s) of the Project.

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

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

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

Chapter 245 means Chapter 245, Texas Local Government Code, as amended.

Chapter 380 Agreement means an agreement, other than the Impact Fee 380 Agreement, in which the City agrees to provide a Chapter 380 Grant pursuant to Chapter 380, Texas Local Government Code, as amended.

Chapter 380 Grant means any grant provided by the City pursuant to a Chapter 380 Agreement as described in this Agreement.

Chapter 395 means Chapter 395, Texas Local Government Code, as amended.

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

City Code means the Anna City Code of Ordinances and all of its provisions and regulations or standards adopted by reference in said Code in effect on the Effective Date;

provided, however, that as it relates to Public Infrastructure for any given Phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that Phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Code and the Development Standards, the Development Standards shall control.

City Council means the City Council of the City.

City Engineer means the person or entity acting as the City Engineer.

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

City PID Fee means the per single-family-residential-lot fee to be paid to the City in accordance with the established City PID Policy as of the Effective Date and in accordance with Section 5.21 hereof.

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

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

Concept Plan means the intended conceptual plan for each Phase of the Project as may be approved by the City in accordance with Section 5.7 in which case it shall fully supersede and replace the Illustrative Layout.

Cost Underruns means actual PID Projects Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means, when used in the singular, the entity developing and constructing Authorized Improvements on a particular Phase or portion of the Property, such entity being Tellus or the Owner as the context requires.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement

of either of the Developers executed contemporaneously with the issuance and sale of PID Bonds.

Developer Improvement Account means each construction fund account created under an Indenture, if any, funded by either of the Developers, and used to pay for portions of the acquisition, design, and construction of the PID Projects for a particular Phase of the Project attributable to a Developer, the need for which account shall be determined on a Phase-by-Phase basis.

Development Standards mean the design specifications and construction standards identified in Section 5.13 of this Agreement, including without limitation the standards set forth in **Exhibit D** and applicable City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement and the City's legal counsel has signed this Agreement, approving same as to form; provided that, notwithstanding anything contained herein, no obligation of Tellus to construct Authorized Improvements on any portion of the Property that solely benefit such portion of the Property or obtain any easements or rights-of-way therefor shall take effect until Tellus has taken ownership of such portion of the Property.

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

Equivalent Dwelling Unit (EDU) means the water and/or sewer capacity equal to one single family residential unit.

ETJ shall have the meaning given to it in the Recitals.

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

HOA means one or more homeowners associations formed with respect to and single-family residential portion of the Project, which shall privately function as a homeowners association for the Project.

Home Buyer Disclosure Program means the disclosure provisions relating to property located in public improvement districts set forth in Chapter 5 of the Texas Property Code, which establish a mechanism to disclose to each buyer the terms and conditions under which their lot is burdened by Assessments.

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

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Improvement Account of the Project Fund means the construction fund account created

under a particular Indenture, funded by the PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the PID Projects.

Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds are held and disbursed with respect to the particular Phase for which such PID Bonds are issued.

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

Institutional Investor shall mean an entity or individual that intends or desires to purchase more than five (5) detached single-family lots within the Project to construct or cause to be constructed homes owned by such entity or individual thereon to be owned for rental or leasing purposes.

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

Park Fees means those fees assessed and charged against the Project in accordance with Sections 9.02.135 and A3.006 of the City Code and shall include any "park development fees" as described in City Code.

Phase means any distinct phase of development on the Property which is to be developed concurrently as finished lots.

Phase 1 means the initial phase of development on the Property which is to be developed concurrently as finished lots.

Phase 2 means the first subsequent phase of development on the Property which is to be developed concurrently as finished lots after Phase 1.

PID means one or more public improvement districts encompassing all or a portion of the Property, for which the City agrees to exert reasonable efforts to create for the benefit of certain portions of the Project pursuant to the PID Act and this Agreement.

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

PID Bond(s) means assessment revenue bonds, but not Refunding Bonds, issued by the City pursuant to the PID Act to finance the PID Projects.

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

PID Documents means, but not limited to, collectively, the PID Resolution, the SAP, and the Assessment Ordinance(s).

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

PID Projects means all water, wastewater/sewer, drainage, roadway, park, trail, landscape, irrigation, hardscape, and other improvements allowable under the PID Act and benefitting and necessary to serve the Project and which shall be owned by the City or dedicated to the City by easement and maintained by the City (unless the City requires another entity to maintain projects such as trails, parks or landscaping as provided in Section 5.6 herein), including those identified in the PID Documents and outlined in **Exhibit E**.

PID Projects Cost means the actual cost of design, engineering, construction, acquisition, and/or inspection of the PID Projects, along with Administrative Expenses associated with the PID.

PID Resolution means the resolution adopted by the Council creating the PID as recorded in the real property records of Collin County, Texas.

POA means one or more property owners associations that may be formed with respect to the commercial and multifamily portions of the Project.

Project and Finance Plan means a final TIRZ Project and Finance Plan approved and adopted by the City in accordance with this Agreement as such plan may be amended from time to time.

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

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

Refunding Bonds means bonds issued pursuant to Section 372.027 of the PID Act.

Reimbursement Agreement means an agreement by and between the City and the applicable Developer by which the Parties establish the terms by which the applicable Developer may obtain reimbursements for PID Projects through the PID Bond Proceeds or Assessments for the respective Phase.

School Site means a tract of land of up to ten (10) acres (or such size as agreed to by Tellus and Anna ISD at the time of dedication) that Tellus shall convey or dedicate to the Anna ISD (as defined herein) for use as a school.

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

TIRZ means a tax increment reinvestment zone encompassing any portion of the Property to be created by the City pursuant to the TIRZ Act.

TIRZ Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Documents means collectively the TIRZ Project and Finance Plan, the TIRZ ordinance, and the TIRZ participation agreement(s) with other taxing entities, if applicable.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Revenue means the tax increment received by the City from the City property taxes levied against the Property and to be deposited into the TIRZ Fund(s) in accordance with the TIRZ Act.

SECTION 3
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation of the PID; Levy of Assessments. The City shall use reasonable efforts to initiate and approve all necessary documents, resolutions and ordinances, including without limitation the PID Documents, required to effectuate this Agreement, to create the PID encompassing the Property, and to levy the Assessments. For each Phase of development, the City will prepare and approve a preliminary Service and Assessment Plan (or amended Service and Assessment Plan) providing for the levy of the Assessments such Phase of the PID. Promptly following preparation and approval of a preliminary SAP acceptable to the applicable Developer for the portion of the Property being assessed and subject to the City Council making findings that the PID Projects confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance for the applicable Phase within the PID. Developers shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Prior to the levy of the Assessment applicable to a particular Phase of the Project, the applicable Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by the applicable Developer and (b) cause covenants running with the land to be recorded against the portion of the Property within the applicable Phase that will bind any and all current and

successor developers and owners of all or any part of such Phase of the Project to pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby. Assessments may not be levied on any land owned by a Developer without the express prior written consent of that Developer required by this section. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the final plat of the applicable Phase, except for the final SAP which will be recorded by the City upon its approval in accordance with the PID Act. The Developers hereby acknowledge and accept the Home Buyer Disclosure Program.

SECTION 4
AUTHORIZED IMPROVEMENTS, PID PROJECTS, AND PUBLIC INFRASTRUCTURE

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

4.2 Construction, Ownership, and Transfer of Authorized Improvements and Public Infrastructure.

(a) Construction Standards and Inspection. Except as otherwise expressly set forth in this Agreement, the Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure. The Developers agree to cause all Public Infrastructure to be constructed in a good and workmanlike manner. Upon request, the City shall provide "tax-exempt" letters to Developers for use by all contractors, subcontractors, and suppliers installing Public Infrastructure within the Property.

(b) Contract Letting. The Parties understand that construction of the Authorized Improvements to be funded through Assessments are legally exempt from competitive bidding requirements pursuant to the Texas Local Government Code. The Parties acknowledge that, as of the Effective Date, the construction contracts for the construction of Authorized Improvements have not been awarded and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Public Infrastructure, the applicable Developer's engineer shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work.

(c) Ownership. All of the Authorized Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Subject to Section 5.20, the Developers agree to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements or property for the Authorized Improvements and Public Infrastructure to the City and the public.

(d) Operation and Maintenance. Upon inspection, approval, and acceptance of the Authorized Improvements, the City shall maintain and operate the accepted Authorized Improvements (except to the extent the City requires another entity to maintain improvements in accordance with Section 5.6).

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

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

4.4 Maintenance Bonds. The applicable Developer shall execute or cause to be executed a valid maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure constructed by such Developer, arising from defective workmanship or materials used therein, for a full period of not more than two (2) years from the date of final acceptance of the Public Infrastructure constructed under any such contract(s).

4.5 Inspections, Acceptance of Public Infrastructure, and Developers' Remedy. The City shall inspect, as required by City Regulations, the construction of all Public Infrastructure necessary to support the proposed development within the Property, including without limitation water, sanitary sewer, drainage, streets, park facilities, electrical, and streetlights and signs. The City's inspections shall not release Developers from their responsibility to construct, or ensure the construction of adequate Authorized Improvements and Public Infrastructure with respect to their owned portions of the Property in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. The Developers'

sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

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

SECTION 5
ADDITIONAL OBLIGATIONS AND AGREEMENTS

5.1 Wastewater/Sanitary Sewer Facilities.

(a) Tellus Obligations. Tellus is responsible for the design, installation, and construction of the wastewater/sanitary sewer improvements necessary to serve the Property as generally depicted on **Exhibit F-1** (the "Major Sewer Improvements"), provided that Tellus and the City Engineer may mutually agree to modifications to the sizing and location of such improvements at the time of construction thereof. The design of all Major Sewer Improvements shall be approved by the City in advance of the construction of same and shall be constructed in accordance with the Exhibit F-3 (the "Sewer Improvements Schedule"). Subject to the City's obligations under Section 5.20 and Section 5.1(c), Tellus shall be responsible for the acquisition of any easements and other property acquisitions necessary for Major Sewer Improvements, the size and extent of each such easement or other property interest to be approved by the City. The maximum width of the required easement shall not exceed 2.5 times the depth of the sewer line for linear improvements. The locations of said easements or other property interests shall be approved by the City Engineer or his/her designee as part of the platting process. The City will reimburse Tellus for the costs of the Major Sewer Improvements, and costs of obtaining any necessary offsite easements for the Major Sewer Improvements, through the Eligible Infrastructure Grant as set forth in Section 7.3.

(b) Timing of Developers' Obligations. Except as otherwise provided herein, the applicable Developer shall complete in a good and workmanlike manner all on-site wastewater/sanitary sewer improvements necessary to serve each Phase of the Project owned by such Developer prior to the recordation of the final plat covering such Phase; provided that the

applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations.

(c) City Constructed Sewer Infrastructure. The City will construct the sewer improvements shown on **Exhibit F-2** (the "City Constructed Sewer Infrastructure"). Design work, construction start, and construction completion of the City Constructed Sewer Infrastructure shall be in accordance with the timing shown on **Exhibit F-3** (the "Sewer Improvements Schedule"). The City may make adjustments to the scope of the City Constructed Sewer Infrastructure shown in **Exhibit F-2** and provide an updated timeline for construction of such revised City Constructed Infrastructure (the "Revised City Constructed Sewer Infrastructure"), subject to the review and approval by the City Engineer, if the City delivers to Developers (i) engineering studies reviewed and approved by the City Engineer showing that such Revised City Constructed Sewer Infrastructure (a) does not negatively impact the ability of the Project to flow its sewer downstream and (b) provides for access to sewer services consistent with the schedule set forth **Exhibit F-3** on the Effective Date, and (ii) an updated schedule for construction of such Revised City Constructed Sewer Infrastructure reflecting access to an equivalent number of ESFCs for each Phase of development shown in a manner consistent with the timing shown on **Exhibit F-3** on the Effective Date. After delivery of the foregoing, any such changes shall constitute an amendment to **Exhibit F-2** and **Exhibit F-3** upon the delivery of a written instrument signed by the City Manager approving same to the other Parties hereto, and thereafter references to "City Constructed Sewer Infrastructure" herein shall be deemed to refer to such Revised City Constructed Sewer Infrastructure.

Any adjustments solely to the timing of available capacity provided by the City Constructed Sewer Infrastructure shown in **Exhibit F-3** is subject to review and approval by Tellus and the City Engineer. The City and Tellus may amend **Exhibit F-3** by delivery of a written instrument signed by Tellus and the City Manager approving same to all parties hereto.

If the City does not complete the City Constructed Sewer Infrastructure in time or in a manner sufficient to serve a particular Phase of the Development as provided in the Sewer Improvements Schedule for any Phase of the Development (to the extent modified in accordance with the preceding paragraphs):

(i) the City agrees to provide, at its sole cost, pump and haul service for sewage until such time as the City Constructed Sewer Infrastructure is complete to serve that particular Phase of development, and shall approve plats and allow the issuance of building permits in the Development in accordance with Section 5.12 below. In the event that existing permanent infrastructure is insufficient to provide sewer services to any Phase of the Development and the City has to utilize pump and haul to accommodate sewer flows in such Phase of the Development, then the City, at City's cost, will construct the necessary sewer lines and lift station to facilitate a pump and haul operation from the location designated in Exhibit F-1 labeled "Prop. Regional Lift Station." Pump and haul services in any applicable Phase shall continue at City's cost until such time as the permanent sewer infrastructure is constructed in a manner to provide service for all flows produced in the applicable Phase of the Development for which the pump and haul services are being provided. The expected location of the "Proposed Regional Lift Station" is the northeast corner/quadrant

of the future intersection of FM 455 and the collector road illustrated on Exhibit F-1. Any alternative location for the "Proposed Regional Lift Station" shall be approved by the Developers as part of a good faith effort and, provided that the Developers have evidenced their written consent to the City, the location of the "Proposed Regional Lift Station" may be changed without an amendment to this Agreement.; and

(ii) the City agrees that it shall not withdraw any City PID Fees collected for the particular Phase until the City has completed the City Constructed Sewer Infrastructure for such Phase in a manner to permanently provide sewage service for such Phase without any pump and haul services described in (i), above.

5.2 Water Facilities.

(a) Developers' General Obligations. Developers are responsible for design, installation, and construction of the respective on-site water improvements necessary to serve the applicable portion of the Property owned and being developed by each. Subject to the provisions of Section 5.2(c) hereof, Tellus is responsible for design, installation, and construction of certain major water lines as generally depicted in as generally depicted on **Exhibit G** (the "Major Water Improvements") provided that Tellus and the City Engineer may mutually agree to modifications to the sizing and location of such improvements at the time of construction thereof The design of water improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 5.20, Tellus shall be responsible for the acquisition of any easements and other property acquisitions necessary for the Major Water Improvements, the size and extent of each such easement or other property interest to be approved by the City provided that the maximum width of the required easement shall not exceed 2.5 times the depth of the water line. The locations of said easements or other property interests shall be approved by the City Engineer or his/her designee as part of the platting process. Tellus' costs of obtaining such easements may be included in the projects to be reimbursed through the Eligible Infrastructure Grant. Tellus is not required to begin construction of a second point of connection to the City's water system until the issuance of the 250th certificate of occupancy for the Project.

(b) Timing of Developers' Obligations. Except as otherwise provided herein, the applicable Developer shall complete in a good and workmanlike manner all on-site water improvements necessary to serve each Phase of the Project owned by such Developer prior to the recordation of the final plat covering such Phase, provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations.

(c) Major Water Improvements. Tellus will construct the Major Water Improvements each as depicted on **Exhibit G**. The Major Water Improvements shall be constructed in the size shown on **Exhibit G** or such dimensions as mutually agreed to by the City Engineer and Tellus at the time of construction of the Major Water Improvements and shall be oversized as mutually agreed to by the City Engineer and Tellus at the time of construction of the Major Water Improvements. The City will reimburse Tellus for the costs of the Major Water Improvements through the Eligible Infrastructure Grant.

5.3 Water and Wastewater Services; Ownership of Water and Wastewater Infrastructure.

(a) The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Property continuous and adequate retail water service at times and in capacities sufficient to meet the service demands of the Project as it is developed and reserves such capacity for the Project. The City agrees to provide a will-serve letter for water service upon written request of either of the Developers.

(b) It is acknowledged that the City currently has sufficient wastewater capacity for the expected 957 Equivalent Dwelling Units in Phase 1 and Phase 2 of the Project. The City agrees to make such capacity available to Tellus. The City shall expand the capacity of its wastewater treatment system in accordance with **Exhibit F-2** and the Sewer Improvements Schedule on **Exhibit F-3** to provide for service to each Phase of the Development in accordance with the Sewer Improvements Schedule and agrees to reserve capacity for each Phase of the Development as each phase of the City Constructed Sewer Improvements is completed. The City agrees to provide a will-serve letter for wastewater service upon written request of either of the Developers.

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

5.4 Roadway Facilities and Drainage Improvements.

(a) Developers General Obligations. Developers are respectively responsible for the design, installation, and construction of all on-site roadway facilities required to serve the portions of the Property owned and being developed by such Developer. Subject to the provisions of Section 5.4(d) hereof, Tellus is responsible for design, installation, and construction of certain major road improvements as generally depicted on **Exhibit H** (the "Major Roadway Improvements") and such Major Roadway Improvements shall be reimbursed through the Eligible Infrastructure Grant. The design of all roadway improvements shall be approved by the City in advance of the construction.

(b) Timing of General Obligations. Prior to the recordation of any final plat for any Phase of the Project, the applicable Developer shall complete, in a good and workmanlike manner, construction of all on-site roadway facilities and related improvements necessary to serve such Phase in accordance with construction plans approved by the City; provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) Drainage/Detention Infrastructure. The Developers shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve their applicable portions of the Property and the cost thereof and said infrastructure shall be designed and constructed in accordance with applicable City Regulations. Neither Developer shall be responsible for the design, installation or construction of drainage/detention infrastructure unless located on that Developer's property and a Developer may not construct drainage/detention infrastructure with a material impact on the other Developer's property without the express written consent of the other Developer. Prior to the recordation of the final plat for any Phase of development, the applicable Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such Phase provided that the applicable Developer may submit the final plat for any Phase prior to the installation of such improvements if it obtains approval for and executes an improvement agreement and provides adequate security therefor in accordance with the City's Subdivision Regulations. Upon inspection, approval, and acceptance, City shall maintain and operate the drainage improvements for the Property. The HOA, POA, or other entity as applicable, will maintain and operate all detention facilities except to the extent expressly set forth to the contrary in this Agreement.

(d) CR 424 Improvements. Within the Project, Tellus shall construct what is currently referenced on the City's Thoroughfare Plan as CR 424 as a collector road section in an alignment generally consistent with that shown on **Exhibit H-1** unless the Developers mutually agree that the project traffic impact analysis does not support that option. Should the traffic impact analysis not support the layout in **Exhibit H-1** and/or collector road section for CR 424 in **Exhibit D,** Tellus will construct a subsequent alternative option as mutually approved by the City Engineer and Developers. To the extent that an alternative option is provided by Owner, Tellus or City, the applicable other Parties shall have sixty calendar days to review and respond to such alternative option in writing.

5.5 Infrastructure Oversizing. The Developers shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property ("Oversized Public Infrastructure") unless, by the commencement of construction, the City has made arrangements to finance the City's portion of the costs of construction of such improvements attributable to the oversizing required by the City from sources other than PID Bond Proceeds, funds from the TIRZ that the City is obligated to utilize for this Project under Section 7.1, Assessments, or the Eligible Infrastructure Grant. In the event either of the Developers is required by the City to construct or cause the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to the oversizing of the Oversized Public Infrastructure and none of the PID Bond Proceeds, the TIRZ Increment that the City is obligated to utilize for this Project under Section 7.1, or the Eligible Infrastructure Grant shall be utilized for financing the costs of Oversized Public Infrastructure that is attributable to the oversizing of the Oversized Public Infrastructure.

5.6 Mandatory HOA and POA. If a Phase includes single family residential, then Developers will create, in a manner acceptable to the City, an HOA, which HOA, whether one or more, shall be required to levy and collect from home owners within the PID HOA fees (annually, quarterly or monthly) in an amount calculated to maintain the open spaces, parks, common areas, hike and bike trails located in common areas, portions of which trails and parks will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and

screening walls within the PID. Common areas including but not limited to screening, landscaping, gardens, entrances to the Property and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way landscaping and screening by the HOA shall comply with City Regulations and the HOA shall be subject to enforcement by the City. To the extent that a Phase includes commercial or multifamily development with open space, common areas, and the like that are shared by more than one separately platted parcel, then, such common areas, open space and the like shall be maintained by a POA created for such commercial or multifamily development in the manner set forth in this paragraph or shall be maintained under a reciprocal easement agreement, declaration of covenants, conditions and restrictions, or other covenant regarding land use. To the extent a POA is created, the applicable declarant shall have the option of whether or not to include single-family residential in such POA.

5.7 Illustrative Layout; Concept Plan.

(a) The Illustrative Layout illustrates the approved development layout for the Property but has not been engineered and does not represent the final design that will be approved through the final platting process. Prior to approval of the Zoning, the Developers may revise the Illustrative Layout through an administrative approval, provided the number of residential lots shown on the Illustrative Layout does not increase by greater than ten percent (10%), the numbers of residential lots in each category shown on the Illustrative Layout does not increase by greater than ten percent (10%), and the amount of open space shown on the Illustrative Layout does not decrease by greater than ten percent (10%). Nothing in this paragraph shall preclude Developers from applying directly to the City Council for approval of any Illustrative Layout revisions, including revisions greater than the percentages listed herein. If the Developers submit a revised Illustrative Layout as provided by this section and the City Manager or his/her designee determines that the Illustrative Layout should be administratively approved, the City Manager or his or her designee shall cause the revised Illustrative Layout to be attached to the official version of this Agreement on file with the City's Secretary's office, and the Developers shall record a memorandum of the revised Illustrative Layout in the Real Property Records.

(b) A Concept Plan will be required as part of the zoning process identified in Section 9.1 and the Concept Plan, once approved by the City, shall be deemed to fully supersede and replace the Illustrative Layout for all purposes. Revisions to the Concept Plan that is part of approval of zoning may be subsequently revised with approval by the City Council and/or the Planning and Zoning Commission through the normal zoning process.

(c) If the Developers submit a Concept Plan as provided by this section and the City Manager or his/her designee determines that the Concept Plan should be administratively approved, the City Manager or his or her designee shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's office, and Developers shall record a memorandum of the revised Concept Plan in the Real Property Records.

5.8 Community Amenities. Tellus will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project as described in (a) and (b) below.

(a) Tellus shall be required to construct the following three (3) amenities:

(1) An amenity center located in Phase 1 (the "Phase 1 Amenity Center") on a minimum 2 -acre site containing an amenity center building of at least 4,000 sf air conditioned square feet which can be split between multiple buildings, a minimum 3,500 sf -size swimming pool which can be split between multiple pools, bathrooms, a playground and an open recreation area, which amenity center shall commence construction prior to the 250th building permit and shall be completed within twenty four (24) months of commencement;

(2) A second amenity center located generally as shown on **Exhibit C** containing an amenity center building or shaded structure, bathrooms, a playground and an open recreation area to commence construction prior to the 1,750 building permit and shall be completed within eighteen (18) months of commencement;

(3) A working farm-style amenity center with operational farming facilities (the "Farm Amenity"). Tellus will commence construction of the first phase of the Farm Amenity prior to the 600th building permit and shall complete construction of the first phase within eighteen (18) months of commencement. The Farm Amenity shall be solely owned, operated and maintained by Tellus, a Tellus controlled entity or the HOA. The Farm Amenity will include a minimum five (5) -acre programmed site adjacent to the working farm. The first phase of the Farm Amenity will include the following features at a minimum: a working farm, a structure for agricultural education, a multi-use field area for events, and a parking lot;

(b) Tellus will (or will cause) the design, construction, maintenance, and operation of certain amenities in the Project. Tellus shall be required to construct four (4) of the following nine (9) amenities (such four (4) amenities, together with the three required amenities in this section, collectively, the "Community Amenities"):

(i) playground (2-5 years of age);

(ii) playground (5-8 years of age);

(iii) sand volleyball court or tennis court or pickleball court;

(iv) basketball court;

(v) the trails and open space described in Section 5.9;

(vi) outdoor workout equipment along hike and bike trails;

(vii) Three or more pocket parks at least 1 acre in size each;

(viii) dog park; and

(ix) park benches, trash cans, and pet stations along the trail and in the dog.

General depictions of a portion of the Community Amenities, which are provided as examples but are not binding on Tellus, are included on Exhibit I. To the extent that any Community Amenities may be included as PID Projects pursuant to the PID Act, the City may, at the City's sole discretion, accept dedication of such Community Amenities, and such Community Amenities may be maintained by the City or the HOA, as applicable. To the extent any Community Amenities are

not owned or dedicated to the City and maintained by the City, such Community Amenities shall be owned and maintained by the HOA.

5.9 Parkland Dedication Credit. Tellus shall timely improve and construct the Farm Amenity and timely construct trails and dedicate such trails as outlined in this Section 5.9, and the applicable Developer shall dedicate open space in the final plat for each phase each as generally depicted on **Exhibit J** (collectively, the "Trails and Open Space Acreage"). Provided the Developers cause such Trails and Open Space Acreage to be dedicated for such purposes, Developers shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever and no Park Fees shall be imposed on the Property. To be considered timely for any given Phase, with respect to open space, the applicable Developer shall dedicate the open space applicable to such Phase as shown on **Exhibit J** at the time of the filing of the final plat for such Phase, with respect to the trails applicable to such Phase, and complete construction of such trails within nine months of the recordation of the final plat for such Phase, subject to force majeure. For any Phase that is developed without Developer timely causing such Trails and Open Space Acreage to be constructed and dedicated as shown on **Exhibit J**, the City's otherwise applicable Park Fees shall apply and not be waived for such Phase. Notwithstanding the foregoing to the contrary, by execution of this Agreement, Owner shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever and no Park Fees shall be imposed on Zone III and Zone IV (as identified on the Illustrative Layout). Any dedication of Trail and Open Space Acreage under this Section 5.9 may be by public access easement or fee dedication at the election of the applicable Developer. For the avoidance of doubt, the Developers shall not be required to provide a public access easement or dedication of any amenity center described in Section 5.8.

5.10 Impact Fees.

(a) Impact Fees shall be assessed and collected on the Property at the rates in effect at the time of submission of an application for a building permit. The City shall collect Impact Fees from all third-party permit applicants within the Property. Upon the payment of Impact Fees, such payments shall be sequestered into a separate account created with the City (the "Sherley Farms Impact Fee Account") to facilitate the payment of the Eligible Infrastructure Grant described in Section 7.3 hereof.

(b) To the extent that the Eligible Infrastructure is not currently included in the City's CIP, the City agrees to take all necessary steps to include Eligible Infrastructure, along with any additional Authorized Improvements that may reasonably qualify as Capital Improvements, in the City's CIP. The City acknowledges that Tellus is providing certain Capital Improvements on the Property and the Eligible Infrastructure, to the City at the initial cost of Tellus.

5.11 Dedication of Water Tank Site and School Site.

(a) When requested by Anna Independent School District ("Anna ISD"), Tellus shall convey or dedicate the School Site to Anna ISD and such conveyance shall include restrictive covenants that shall prevent certain commercial uses and electronic, radio, electromagnetic or other similar wireless transmission equipment.

(b) Tellus shall, at the request of the City after Tellus has taken ownership of the applicable portion of the Property, convey a site of up to 1.5 acres located in the PID to the City for use in construction of an elevated water storage tank. The elevated storage tank site (the "Elevated Storage Tank Site") shall be in a location mutually agreeable to the City and Tellus at the time of conveyance and such conveyance shall include restrictive covenants that shall prevent certain commercial uses and electronic radio, electromagnetic or other similar wireless transmission equipment. The dedication and conveyance of such Elevated Storage Tank Site shall be reimbursable through the Eligible Infrastructure Grant.

(c) Notwithstanding subsection (b), above, if the City determines to construct a fire station at the Elevated Storage Tank Site, then Tellus shall increase the size of the conveyance to a total of three (3) contiguous acres with the same restrictive covenants described in said subsection (b); provided, however, that such restrictive covenants shall not restrict the use of any equipment that is necessary for emergency services communications purposes.

(d) In addition to subsections (a), (b) and (c), above, if the City adopts an ordinance governing electronic radio, electromagnetic or other similar wireless transmission equipment, the Developers and the City shall endeavor in good faith to amend the applicable zoning to govern the use of electromagnetic transmission equipment within the Property.

5.12 Withholding of Building Permits, Etc. The City shall not be required to issue any building permits or certificates of occupancy or provide utilities for any structure on the Property until after the applicable final plat is approved, the City approves the applicable maintenance bond(s) required under Section 4.4, and the City issues final written acceptance of any Public Infrastructure necessary to serve such applicable portion of the Property with utility, fire safety (i.e., paving complete and water system/hydrants installed, tested and pressurized) and roadway service; provided that the City shall allow for the issuance of building permits for up to 10% of the single-family building permits in any Phase of the Development once the applicable Developer has achieved fire safety. To assist in the determination as to whether building permits for any Phase of development should be issued, the applicable Developer shall include all Public Infrastructure necessary to serve such Phase with utility, fire safety, and roadway service in the construction plans required to be submitted under applicable City Regulations. Notwithstanding the foregoing, the City shall not unreasonably withhold plat approval for any Phase of development and shall issue building permits and certificates of occupancy and provide utilities for any structure on the Property if the applicable Public Infrastructure to provide utility and roadway service other than the City Constructed Sewer Infrastructure shown on **Exhibit F-2** is complete and pump and haul service is being provided pursuant to Section 5.1 of this Agreement.

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

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

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

Ordinance");

(c) City Code, Article 9.05, in effect on the Effective Date (the "Sign Ordinance");

(d) the Illustrative Layout set forth on **Exhibit C** and the development regulations for the Property set forth on **Exhibit D** (except as otherwise approved in accordance with Section 5.15 in the event of conflicts) (the "Development Standards");

(e) upon annexation pursuant to Section 9.1, the uniform building codes, as amended from time to time, including any local amendments thereto adopted by the City (the "Building Codes"). The term "Building Codes," as applied to a particular building shall mean the Building Codes in effect on the date the first application is filed for a building permit for the building in question. For the avoidance of doubt, the Building Codes shall only apply to the Property from and after annexation of the Property. As it relates solely to Property Public Infrastructure for any given Phase of the Project—notwithstanding any provision of this Agreement—the applicable construction standards (including, without limitation, the Building Codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for such Phase containing the Property Public Infrastructure in question; and

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

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

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

5.15 Conflicts. When not in conflict with the terms and conditions of this Agreement, the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and engineering design standards. In the event of

any conflict between the Development Standards and the Zoning Ordinance, Sign Ordinance, or Building Codes, the Development Standards shall control until the PD Zoning (as defined herein) has been approved by the City. After the PD Zoning has been approved for the Property, in the event of a conflict between the PD Zoning and the Development Standards, the Zoning Ordinance, Sign Ordinance, or Building Codes, the PD Zoning shall control for such portion of the Property subject to the PD Zoning, and no amendment to the applicable PD Zoning shall require an amendment to this Agreement. In the event of a conflict between the Governing Regulations and the City Regulations, the Governing Regulations shall control. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, unless otherwise agreed by the Parties, this Agreement shall control. In the event of any conflict between the Illustrative Layout and the remainder of the Development Standards in **Exhibit D**, the remainder of the Development Standards in **Exhibit D** shall control. In the event of any conflict between any future Concept Plan and the Development Standards in **Exhibit D**, the Development Standards in **Exhibit D** shall control (except for modifications to the Illustrative Layout that are allowed pursuant to the terms of the Development Standards and/or Zoning Ordinance).

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

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

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

5.19 Agricultural Exemption. The City acknowledges that some or all of the Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification for any Property within the PID until PID Bonds secured by Assessments levied in the applicable portion of the PID are issued to pay for the costs of the PID Projects and related costs and development within the applicable portion of the PID has commenced to a degree that would trigger a change in use tax exemption under state law, notwithstanding any waiver of such exemption for other political subdivisions or public entities.

5.20 Eminent Domain. Tellus agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for any off-site Public Infrastructure. To the extent required, the Developers agree to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for any on-site Public Infrastructure being constructed by such Developer. If, however, the applicable Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of sending an initial offer to the owner of such property to purchase the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The City shall request and order any appraisal required in connection with the applicable Developer's (if requested by such Developer) or the City's acquisition of such third-party rights-of-way, consents, or easements as described in the preceding two sentences, and the applicable Developer shall pay the costs of such appraisal. The applicable Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the PID Bond Proceeds and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the applicable Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to the applicable Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by a Developer, the applicable Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

5.21 Payment of City PID Fee.

Tellus shall deposit or cause to be deposited the amount of the City PID Fee in an identifiable City-owned escrow account that contains the full amount of the City PID Fee (the "City PID Fee Account") for a particular Phase of Development and shall provide proof of such deposit to the City on the date Assessments are levied for such Phase or a subsequent date that is no later than the 30th day after the closing date of the PID Bonds for such Phase of Development. No Party shall withdraw from or otherwise reduce or in any manner encumber the amount deposited into the City PID Fee Account for any Phase of Development until such time as the City Constructed Sewer Improvements necessary to provide sewer service to such Phase have been completed. Upon the completion of the City Completed Sewer Improvements for the applicable Phase, the City may withdraw the full amount in the City PID Fee Account and utilize same for any municipal purpose. The City PID Fee shall be calculated in accordance with the City PID

Policy and shall be based upon the number of single-family residential lots included within the applicable Phase of Development that are being assessed. For the avoidance of doubt, the "single-family residential lot" shall include any townhome (whether attached or detached) located in the PID. The amount of the City PID Fee shall not increase and the City PID Fee shall not be reimbursable from Assessments, PID Bond Proceeds or the TIRZ.

5.22 Rental Property. It is a material breach of this Agreement if a Party knowingly sells—in any single transaction or combination of transactions—a total of more than five percent (5%) of the total number of single-family detached lots projected to be within the Project to one or more Institutional Investors that intend to own and rent or lease single-family residences within the Project.

SECTION 6
PID BONDS

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

(a) The City has determined that (a) there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability and (b) the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the PID Projects Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

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

(c) The adoption of a Service and Assessment Plan and an Assessment Ordinance levying assessments on all or any portion of the PID benefitted by such PID Projects in amounts sufficient to pay all costs related to such PID Bonds.

(d) Unless otherwise agreed to by the City, the aggregate principal amount of PID Bonds issued and to be issued shall be estimated to be $300,000,000.

(e) If requested by the City, delivery of an Independent Appraisal to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the property by an amount at least equal to the amount assessed against such property.

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

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

(h) The applicable Developer is not in material default under this Agreement or any other agreement with the City.

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

(j) The Administrator has certified that the specified portions of the costs of the PID Projects to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds; therewith, such approval not to be unreasonably withheld, conditioned or delayed upon presentation of a certificate in compliance with the applicable Indenture.

(k) The PID Projects to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable Governing Regulations and/or City Regulations.

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

(m) The final maturity for any PID Bonds shall be not later than 50 years from the Effective Date.

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

(o) If the applicable portion of PID Projects has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such PID Projects Cost, plus private costs to reach final lot completion, the City may require the applicable Developer to, at time of closing the PID Bonds, provide evidence of (i) available funds to the applicable Developer or any corporate parent of the applicable Developer and made available to the Developer, (ii) evidence of financial security from a Lender (as defined herein) of loan funds available under a loan, letter of credit or other credit facility extended to the applicable Developer or any corporate parent of the applicable Developer and made available to the applicable Developer by a financial institution or other lender (a "Lender") for the purpose of development of the Authorized Improvements, equal to or greater than the difference between the PID Projects Costs and the PID Bond Proceeds available to fund such PID Projects Costs plus private costs to reach final lot completion or (iii) a completion agreement; or any combination of (i), (ii) or (iii) in the discretion of the applicable Developer. If the applicable Developer provides evidence of available funds or fiscal security as described in the preceding sentence in connection with a series of PID Bonds, the applicable Developer shall not be required to provide any up-front cash deposit to fund

the applicable PID Projects not otherwise funded through the applicable series of PID Bonds.

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

(q) The applicable Developer agrees to provide periodic information and notices of material events regarding the applicable Developer and the applicable Developer's development of their portion of the Project and any continuing disclosure agreements executed by the applicable Developer in connection with the issuance of PID Bonds.

(r) The applicable Developer is not in default under a Developer Continuing Disclosure Agreement.

(s) The issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the remaining principal amount of assessments that were levied to pay the PID Bonds that are being refunded.

(t) The gross tax equivalent rate for the annual installments of the Assessments shall not exceed $1.35 per $100.00 of taxable assessed valuation prior to application of the TIRZ Revenue (which maximum total tax equivalent rate shall be measured based on the estimated build out value of the applicable portion of the Property), without prior written consent of the City, in its sole discretion, which written consent may be evidenced by the City's adoption of an Assessment Ordinance without the necessity of amending this Agreement.

(u) The City may not require the value to lien ratio for any PID Bonds to be higher than 2:1; provided that the City may allow for a lesser ratio through the adoption of a resolution, Bond Ordinance, Assessment Ordinance or other applicable council action that authorizes a lesser value to lien ratio without the necessity of amending this Agreement. Any such value-to-lien ratio shall apply solely to the portion of the Assessments securing the PID Bonds.

(v) The applicable Developer and the City shall have entered into a Reimbursement Agreement with respect to the Phase primarily benefitted by such PID Bonds.

(w) The Phase 1 Amenity Center shall be fully completed with the swimming pool having received all required approvals for operation and the building thereon having received a certificate of occupancy for any PID Bonds issued after the second series of PID Bonds.

6.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, the applicable Developer agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The applicable Developer agrees, represents, and warrants

that any information provided by the applicable Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to the applicable Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the applicable Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

6.3 Tax Certificate. If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the United States Internal Revenue Code, the applicable Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developers each represent that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the applicable Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the PID Projects, the Developers further agree that they will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 7
TAX INCREMENT REINVESTMENT ZONE; CHAPTER 380 GRANTS

7.1 Tax Increment Reinvestment Zone. Prior to the issuance of the first series of PID Bonds, the City will create a TIRZ coterminous with all of the Property. The TIRZ may be divided into zones or subzones for each Phase of development and may be divided into subzones for single-family residential development, which single-family development may include townhome or other attached residential product (a "Single-Family Subzone") and for property containing mixed use development, which mixed use development may include commercial, multi-family or retail development and the like (a "Commercial Subzone"). The base year of any subzone of the TIRZ shall be the year in which the subzone is created. The City agrees to use fifty percent (50%) of the ad valorem tax increment generated by the TIRZ (the "Tax Increment"), for a period of up to forty (40) years for the purposes and in the manner described in this paragraph. The Tax Increment generated within the TIRZ in any Single-Family Subzone shall be used for each Phase (i) first, to pay the Administrative Expenses for the TIRZ and (ii) second to, on a parcel-by-parcel basis, offset or pay a portion of any Assessment levied on assessed parcels for the costs of Authorized Improvements. The Tax Increment generated in any Commercial Subzone shall be placed into a separate account as set forth in the Project and Finance Plan and be used (x) first, to pay the Administrative Expenses for the TIRZ, (y) second to, on a parcel-by-parcel basis, offset or pay a portion of any Assessment levied on assessed parcels in the Commercial Subzone for the costs of Authorized Improvements and (z) third, to the extent such property is not subject to Assessments or all Tax Increment generated by a particular parcel in the Commercial Subzone is not needed to offset Assessments, to pay to the Owner the remaining Tax Increment generated in the Commercial Subzone, in the form of a Chapter 380 Grant for costs of Authorized Improvements not otherwise reimbursed under the terms of this Agreement. The City will enter into a separate Chapter 380

Agreement with the Owner for the Chapter 380 Grant related to the Commercial Subzone upon terms mutually agreeable to the Owner and the City and consistent with this Agreement. The City shall take steps to consider and adopt or approve the TIRZ Documents, including the Project and Finance Plan, necessary to effectuate this Section 7. Any amount of the TIRZ Increment that is not required to be used as set forth in this paragraph may be used by the City for any municipal purpose.

7.2 TIRZ Funds. The Tax Increment obtained from the TIRZ subzones shall be placed into a separate accounts as appropriate and shall be used as described above and the Tax Increment and uses herein shall be incorporated into the Project and Finance Plan.

7.3 Eligible Infrastructure Grant. In consideration of Tellus' agreement to construct certain Authorized Improvements as outlined herein, the City shall enter into a Chapter 380 Agreement (the "Impact Fee 380 Agreement") with Tellus to provide a grant (the "Eligible Infrastructure Grant") to reimburse Tellus for the costs of the Elevated Storage Tank Site and the water, wastewater, roadway, and drainage improvements shown on **Exhibits F-1**, **G**, and **H** (collectively, the "Eligible Infrastructure") in an amount up to the same amount of the total Impact Fees collected from all portions of the Property. The Eligible Infrastructure Grant shall be payable to Tellus on a quarterly basis after the City's approval of the submission of evidence of costs of the Eligible Infrastructure as more particularly described in the Impact Fee 380 Agreement solely from Impact Fees deposited in the Sherley Farms Impact Fee Account in accordance with Section 5.10.

SECTION 8
PAYMENT AND REIMBURSEMENT OF PID PROJECTS

8.1 Payment of Costs of PID Projects. The Parties understand that PID Bond Proceeds and/or the proceeds from Assessments will be used to reimburse the Developers for certain PID Projects Costs related to the PID Projects and, in the event PID Bond Proceeds and/or proceeds from Assessments are not available at the time that all or a portion of the PID Projects are substantially complete and the City is ready to accept said PID Projects or portion thereof, PID Bond Proceeds and/or proceeds from Assessments, once available, will be used to reimburse the applicable Developer for said PID Projects Cost following acceptance by the City. Such reimbursement will be governed by the terms of the Reimbursement Agreement to be entered into between the applicable Developer and the City for the applicable Phase.

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

8.3 Cost Overrun. If the total PID Projects Cost for any Phase of development exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund and the Developer Improvement Account (a "Cost Overrun"), the applicable Developer shall be solely responsible for the Cost Overrun, except as provided in Section 8.4.

8.4 Cost Underrun. If, upon the completion of construction of an PID Project (or segment or section thereof) and payment or reimbursement for such PID Project (or segments or section thereof), there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other PID Project without amending the SAP. The elimination of a category of PID Projects as set forth in the Service and Assessment Plan will require an amendment to the SAP. Prior to the completion of all of the PID Projects within an improvement category, as listed in the applicable SAP and the PID, funds available from an improvement category may be used as Cost Underruns and applied to another Improvement category without approval of the City. If, upon completion of the PID Projects in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the applicable Developer for any qualifying costs of the PID Projects that have not been previously paid.

SECTION 9
ANNEXATION AND POST-ANNEXATION MATTERS

9.1 Annexation.

(a) Annexation. Within sixty (60) days after the Effective Date of this Agreement, Owner, Tellus (to the extent Tellus owns any portion of the Property), and any other owner(s) of any part of the Property shall submit a voluntary irrevocable petition for annexation of the Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (an "Annexation Petition"). Owner, Tellus (to the extent Tellus owns any portion of the Property), and any other owner(s) of any part of the Property agree to execute and supply any and all instruments and/or other documentation necessary for the City to legally annex the Property. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property within sixty (60) days following submission of the Annexation Petition. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Owner and Tellus shall each have the right to terminate this Agreement with respect to Property owned by Owner or Tellus with written notice to the City and, upon such termination, the applicable portion of the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law, and the City shall be subject to the provisions of subsection (c) herein for creation of a municipal utility district. The City shall, subject to Section 9.1(b) in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property immediately prior to any ordinance adopting the PD Zoning.

(b) Zoning. As soon as is practicable, after or in conjunction with the annexation of the Property, the City shall consider planned development zoning for the Property consistent with the Development Standards, the Illustrative Layout, and this Agreement (the "PD Zoning"). The Parties agree that the Illustrative Layout attached hereto as **Exhibit C**, the Development Standards attached hereto as **Exhibit D**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the approved plan for development of the Property as of the Effective Date. Through this Agreement, Owner and Tellus expressly consent and agree to the PD Zoning of the Property. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City Council fail—within 60 days after submittal of a complete and sufficient zoning application—to approve the PD Zoning, or approves zoning on the Property that is in any way more restrictive

than the PD Zoning without the consent of Owner and Tellus, then Owner and Tellus shall each have the right to (i) petition for disannexation of their applicable portion of the Property upon written request delivered to the City or (ii) terminate this Agreement and petition for disannexation of their applicable portion of the Property with written notice to the City and, in the event Owner and Tellus exercise the rights in (i) or (ii), and upon receipt of a request or notice delivered pursuant to (i) or (ii), the City shall disannex the applicable portion of the Property from the City as soon as is practicable, and the applicable portion of the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law and the City shall be subject to the provisions of subsection (c) below for creation of a municipal utility district. Notwithstanding the foregoing or any other provision of this Agreement, the failure of Owner and Tellus to submit a zoning application that complies with all provisions of the Zoning Ordinance applicable to the submittal of a zoning application shall be deemed a failure to submit a complete and sufficient zoning application, provided that the City provides notice within forty-five (45) days of such a submittal stating each deficiency that Owner and Tellus shall be required to cure in order for such zoning application be processed and considered for approval.

(c) Disannexation; Creation of Municipal Utility District. In the event that (i) the City defaults under (a) or (b) of this Section 9.1 or (ii) PID Bonds for a particular Phase of the Project are not issued as a result of any act or omission of the City, including the City's refusal to issue such PID Bonds, and a period of ninety (90) days to cure such non-occurrence has passed after the applicable Developer provides written notice of such non-occurrence or default under this Section 9.1, then (a) the City shall—if the applicable Developer petitions for disannexation—disannex the Property for the applicable Developer or the applicable portion of the Property for which PID Bonds have not been issued (in the case of a failure under item (ii) of this Section 9.1(c) within thirty (30) days of the filing of the disannexation petition by the applicable Developer and such property shall thereafter be immune to involuntary annexation by the City for a period of thirty (30) years and (b) the applicable Developer shall provide notice to the City of its intent to form a municipal utility district or similar utility or improvement district created by special act of the Texas Legislature or the TCEQ or, if necessary, any other agency with jurisdiction (a "MUD") on the portion of the Property disannexed pursuant to this paragraph and, upon such notice, the City shall be deemed to have consented to the formation of the MUD with no further action of the City or City Council required; provided that the City shall take any necessary steps or provide any documents necessary to evidence the City's consent to the creation of the MUD to the TCEQ, the Texas Attorney General or other agency or body with regulatory powers over the MUD. If PID Bonds have been issued for prior Phases of the PID or assessments been levied, those Phases shall remain within the limits of City. For the avoidance of doubt and notwithstanding the foregoing or any other provision of this Agreement, this paragraph shall not apply with respect to a failure under item (ii) above and disannexation shall not be required with respect to item (ii) above in the event that PID Bonds for a particular Phase of the Project are not issued by the City because the conditions and requirements set forth in Section 6.1 that are in the reasonable control of the applicable Developer, which provisions shall solely include items (g), (h), (k), (o), (q), (r), and (w) set forth under Section 6.1, and in Section 6.2 have not been satisfied by the applicable Developer. Other than as provided in Section 9.1, Developers waive the right to file a petition or otherwise seek removal of any portion of the Property from the City unless and only to the extent the City is required to disannex any part of the Property under this paragraph.

(d) Survival. In the event Owner or Tellus terminates this Agreement with respect to a portion of the Property in accordance with this Section 9, Owner's and Tellus' respective rights and remedies under this section, including disannexation and the applicable portion of the Property's immunity to future involuntary annexation, shall survive such termination.

(e) Agreement for Services. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to the Property and, except as expressly provided otherwise herein, the City shall, immediately upon the effective date of any annexation, provide the Property with all those municipal services currently offered within the City, including those which may be offered in the future, without discrimination. The Developers are not required to enter into this Agreement and do so in reliance upon the representations and covenants of the City herein. The annexation procedures described in plain language in this Agreement require the Developers' consent. The Parties acknowledge and agree that—prior to the Effective Date—the City fully satisfied the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

SECTION 10
EVENTS OF DEFAULT; REMEDIES

10.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

10.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

10.3 Performance Window; Election to Terminate. In the event a Developer does not deliver a request on or before December 31, 2028 that the City issue the initial series of PID Bonds, and Tellus and Owner have not delivered notice of an assignment of Tellus' rights and obligations under this Agreement in accordance with Section 11.1 within 60 days prior to such date, none of the Parties hereto shall thereafter be required to perform under this Agreement and this Agreement will terminate. If this Agreement is terminated under this Section 10.3, if a PID has been created, the owner of the applicable Property must within thirty (30) days of such termination file or caused to be filed with the City an irrevocable petition by the owners of the applicable Property to dissolve the PID and shall thereafter promptly undertake any and all reasonable and necessary actions to facilitate the dissolution of the PID. Notwithstanding any provision of this Agreement, the obligations of any owner of Property regarding the dissolution of the PID in accordance with this

Section 10.3 shall survive the termination of this Agreement.

SECTION 11
ASSIGNMENT; ENCUMBRANCE

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be assignable, in whole or in part, by Owner (with respect to any portion of the Property owned by Owner) or Tellus (with respect to any portion of the Property owned by Tellus), with the prior written consent of the City. The City's consent to such assignment shall not be unreasonably shall not be unreasonably withheld, conditioned, or delayed. Under no circumstances shall any part of this Agreement be assigned to an Institutional Investor. Notwithstanding the foregoing, the Owner (with respect to any portion of the Property owned by Owner) or Tellus has the right (with respect to any portion of the Property owned by Tellus) from time to time, without the consent of but with written notice to the City, to assign this Agreement in whole or in part to (i) any person or entity that is or will become an owner of any portion of the Property, to the extent of such assignee's ownership of the Property (or portion thereof), (ii) any entity formed in which the Owner or Tellus or any principal of the Owner or Tellus retains an ownership interest of at least fifty-one percent (51%), any subsidiary of the Owner or Tellus, or any entity that is under common control with or controlled by the Owner or Tellus, or (iii) any lien holder on the Property. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by the Owner or Tellus, as applicable, and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by the Owner or Tellus shall release the Owner or Tellus, as applicable, from any liability that resulted from an act or omission by such Party that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner and Tellus shall maintain written records of all assignments made by the Owner or Tellus, respectively, to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

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

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

11.4 Notice of Assignment. Subject to Section 11.1 of this Agreement, the following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) the Owner must provide written notice to the City to the extent required under Section 11.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing the applicable Owner and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 12
GENERAL PROVISIONS

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

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

(a) The Developers' obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that the Developers are obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the Developers' consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developers' voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) the Public Infrastructure will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

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

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

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

12.6 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be until the later of (i) thirty (30) years from the Effective Date or (ii) the final maturity of PID Bonds sold in accordance with this Agreement (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the PID in accordance with the SAP and the Indenture, and the Developers' obligations shall terminate.

12.7 INDEMNIFICATION AND HOLD HARMLESS. TELLUS AND THE OWNER, RESPECTIVELY, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF TELLUS OR OWNER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT

(TOGETHER, "CLAIMS"); PROVIDED THAT SUCH INDEMNIFICATION SHALL BE SEVERAL AND PROVIDED BY THE OWNER AND TELLUS SOLELY FOR THE RESPECTIVE PUBLIC INFRASTRUCTURE INSTALLED BY EACH AND IN NO EVENT SHALL THE OWNER BE REQUIRED TO INDEMNIFY TELLUS FOR CLAIMS MADE UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. TELLUS AND OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF TELLUS OR OWNER, AS APPLICABLE, AND THE CITY, TELLUS' OR OWNER'S RESPECTIVE INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO TELLUS' OR OWNER'S, AS APPLICABLE, OWN PERCENTAGE OF RESPONSIBILITY. TELLUS AND OWNER, RESPECTIVELY, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY OWNED BY THE OWNER OR TELLUS , AS APPLICABLE, PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON TELLUS' OR OWNER'S RESPECTIVE REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY; PROVIDED THAT THE INDEMNITY PROVIDED BY THE OWNER OR TELLUS WITH RESPECT TO SUCH CLAIMS SHALL SOLELY BE FOR THEIR RESPCTIVE PORTIONS OF THE PROPERTY.

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

12.9 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to a Party hereto after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be the notice address applicable to such party set forth in Section 12.10. Any Party to receive such payments/remittance may change the name of the payee and/or address by delivering written notice to the City designating a new payee and/or address or through an assignment of such Party's rights hereunder.

12.10 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received (i) if delivered via a method other than e-mail, when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a "delivery receipt" or on the next Business Day after being sent (as recorded on the device from which the

sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any such notice shall be addressed as follows:

To the City:	City of Anna, Texas Attn: City Manager 120 W. 7th Street Anna, Texas 75409 E-mail: rhenderson@annatexas.gov
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034 E-mail: cmccoy@wtmlaw.net
And to:	McCall, Parkhurst & Horton L.L.P. Attn: Rodolfo Segura Jr 717 North Harwood, Suite 900 Dallas, Texas 75201 E-mail: rsegura@mphlegal.com
To Tellus:	Tellus Texas III, LLC Attn: Andre Ferrari 5301 Headquarters Dr., Suite 120 Plano, Texas 75024 E-mail: aferrari@tellusgroupllc.com
With copies to:	Locke Lord Attn: Drew Slone 2200 Ross Ave., Suite 2800 Dallas, Texas 75201 E-mail: dslone@lockelord.com Brad Holdbrook Haynes and Boone 2801 N. Harwood Street, Suite 2300 Dallas, TX 75201 E-mail: brad.holdbrook@haynesboone.com Chris Simek 5301 Headquarters Dr., Suite 120 Plano, Texas 75024 E-mail: csimek@tellusgroupllc.com

To Owner:	Sherley Farms, LP Attn: Tasha Escoto P.O. Box 6069 McKinney, Texas 75071 E-mail: tasha@sherleypartnersltd.com
With a copy to:	Tobin Swope Winstead PC 2728 N. Harwood, Suite 500 Dallas, Texas 75201 E-mail: tswope@winstead.com

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

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

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

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

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

12.15 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is

necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

12.16 Amendment; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties; provided that any amendment relating to a distinct portion of the Property may be signed solely by the owner of such Property and the City without the requirement of signatures from any other Party hereto and the remaining Parties hereto consent to such amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

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

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

all of the measures being employed to regain the ability to fully perform; and (iii) the projected date upon which the Party will be able to resume full performance.

12.20 Statutory Verifications. Each of the Owner and Tellus (each, a "Representing Party") makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Representing Party within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. Each Representing Party respectively represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes any Representing Party and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. Each Representing Party respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

12.21 Form 1295. Submitted herewith is a completed Form 1295 in connection with the participation of the Owner and Tellus to the extent each constitutes a "business entity" for the

purposes of Section 2252.908 of the Texas Government Code in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner and Tellus to the extent that each constitutes a "business entity" for the purposes of Section 2252.908 of the Texas Government Code, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner, Tellus and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner and Tellus; and, neither the City nor its consultants have verified such information.

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

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

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Illustrative Layout
Exhibit D	Development Standards
Exhibit E	Authorized Improvements and Budgeted Costs
Exhibit F-1	Major Sewer Improvements
Exhibit F-2	City Constructed Sewer Improvements
Exhibit F-3	Sewer Improvements Schedule
Exhibit G	Major Water Improvements
Exhibit H	Major Roadway Improvements
Exhibit H-1	Proposed Thoroughfare Plan Revision
Exhibit I	Conceptual Amenity Depictions
Exhibit J	Trail and Open Space Improvements
Exhibit K	PID Bonds Financial Summary

[SIGNATURES PAGES AND EXHIBITS FOLLOW]

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

CITY OF ANNA, TEXAS

By: _____
Name: Pete Cain
Title: Mayor
Date: 12/17/24

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 17 day of December 2024, by Pete Cain, Mayor of the City of Anna, Texas, on behalf of said City.

CARRIE L. LAND
Notary Public, State of Texas
Comm. Expires 02-04-2027
Notary ID 11419404

_____
Notary Public, State of Texas

[SEAL]

Approved as to form:

_____
Clark McCoy, City Attorney

OWNER:

SHERLEY PARTNERS, LTD.,
a Texas limited partnership

By: TT Sherley LLC,
a Texas limited liability company, its
General Partner

By: _____
Tasha Escoto, its manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on this 11 day of December, 2024, by Tasha Escoto, in her capacity as manager of TT Sherley LLC, a Texas limited liability company in its capacity as general partner of Sherley Partners, Ltd., on behalf of said limited partnership.

[S E A L]

_____
Notary Public, State of Texas

STACEY CAMPOS
Notary Public, State of Texas
Comm. Expires 03-27-2027
Notary ID 134273061

TELLUS:

TELLUS TEXAS III, LLC,
a Texas limited liability company

By: Tellus-Anna, LLC, a Texas limited liability company and manager of Tellus Texas III, LLC

By: _____
David Blom, Manager

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me, on the this 12 day of December, 2024, by David Blom, manager of Tellus-Anna, LLC, in its capacity as manger of Tellus Texas III, LLC, on behalf of said limited liability company.

[S E A L]

COURTNEY L. DUNCAN
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 134162993

_____
Notary Public, State of Texas

Exhibit A

Metes and Bounds Description of the Property

SHERLEY FARMS SOUTH TRACT
LEGAL DESCRIPTION
970.482 ACRES

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 455, a variable width public right-of-way, for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170117000070510, Official Public Records, Collin County, Texas (OPRCCT);

THENCE N 00°40'51" E, along the east line of said Adams tract, passing at 19.16 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 321.14 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'30" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 DRCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" First Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000462590 OPRCCT;

THENCE N 00°56'20" E, 1597.53 feet along the east line of said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'06" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kakarlapudi IRA and NKS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the east line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E - 126.55 feet, an arc length of 127.20 feet;

THENCE N 02°38'00" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2962 DRCCT;

THENCE S 88°36'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 950.82 feet;

S 87°54'00" E, 852.06 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E - 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Kropman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 DRCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'15" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Nagamanohar Javvaji and Chaya Javvaji Living Trust, recorded in Document No. 20160209000150410 OPRCCT, continuing a total distance of 1164.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'20" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20160902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Reloa Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141016001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.81 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.05 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1608.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2546 DRCCT;

THENCE N 88°26'32" W, 1013.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Miles and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 2022000142528 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°31'42" E, 913.32 feet along said road to a 60d nail found for a bend point thereof;

THENCE N 88°34'43" W, 435.86 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455;

THENCE along the north line of said right-of-way, the following:

N 00°51'24" E, 46.08 feet to a wood highway monument;

N 89°08'36" W, 1080.65 feet to a wood highway monument;

A tangent curve to the left having a central angle of 03°40'00", a radius of 5774.58 feet, a chord of S 89°01'24" W - 369.48 feet, an arc length of 369.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 02°48'36" W, 5.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°11'24" W, 1677.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 88°35'24" W, 857.61 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°45'48" W, 346.50 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 88°35'24" W, 209.16 feet to the POINT OF BEGINNING with the subject tract containing 42,274,206 square feet or 970.482 acres of land.

SHERLEY FARMS NORTH TRACT
LEGAL DESCRIPTION
153.110 ACRES

BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 625, in Collin County, Texas, being part of Tract 1.7, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.5 and 1.6, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.1, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 90-foot-wide right-of-way, for the southeast corner of the "First Tract" conveyed to Daniel W. Koen and Sue Ann Burleson-Koen, recorded in Document No. 93-0107055 DRCCT, from which a 1/2" iron rod found bears N 88°36'00" W, 1326.83 feet;

THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to 3Mc Joint Venture, recorded in Volume 3670, Page 174 DRCCT;

THENCE along the common line thereof the following:

S 87°43'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 01°31'00" E, 90.36 feet to a point on the bank of a reservoir;

N 01°23'00" E, 892.67 feet to a point on the bank of a reservoir;

N 00°54'00" E, 297.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°19'00" E, passing at 346.16 feet a 1/2" iron rod found for witness, being on the south line of County Road 427, a public road, continuing into said road a total distance of 363.52 feet to a point for corner;

THENCE S 88°36'15" E, 2111.97 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Trimbur, recorded in Volume 5570, Page 1829 DRCCT;

THENCE S 01°46'06" W, 515.24 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Hannan and Kimberly Michele Hannan, co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210422000816440, Official Public Records, Collin County, Texas;

THENCE along the west line thereof, the following:

S 02°08'00" W, 125.96 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°43'00" W, 589.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°36'00" W, 319.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 01°07'00" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'28" W, 1.15 feet;

THENCE along the north line of said Farm to Market Road, the following:

A non-tangent curve to the left having a central angle of 29°26'09", a radius of 363.31 feet, a chord of S 15°56'04" W - 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 90°24'00", a radius of 273.31 feet, a chord of S 46°25'00" W - 387.87 feet, an arc length of 431.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 88°23'00" W, 1004.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

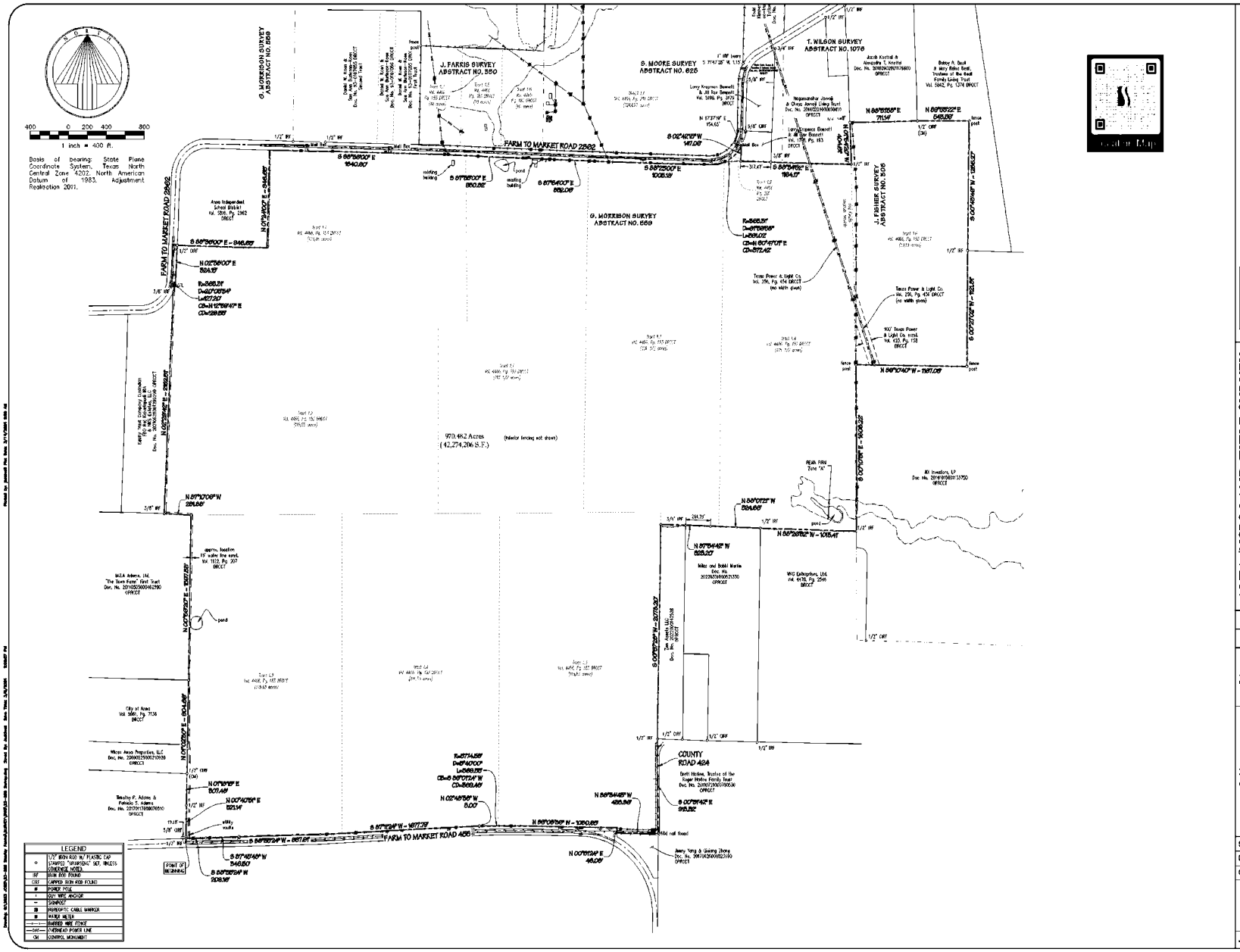
N 87°54'00" W, 851.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 87°35'00" W, 951.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 88°36'00" W, 266.77 feet to the POINT OF BEGINNING with the subject tract containing 6,669,493 square feet or 153.110 acres of land.

Exhibit B

Depiction of the Property



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TBPELS No. F-2121 and No. F-10043100 • www.spiarseng.com

website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Sherley Farms

Issue Dates: 1/29/24

Revisions | Date

Scale: 1" = 400'

Drawn By: ED

Checked By: DKB

Sheet 1 of 2

JOB # 23-288

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the G. Morrison Survey, Abstract No. 559, the S. Moore Survey, Abstract No. 625, and the J. Fisher Survey, Abstract No. 305, in Collin County, Texas, being part of Tracts 1.1, 1.2, 1.3, 1.4, all of Tract 1.6, recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1.1, 1.2, 1.3, and 1.4, recorded in Volume 4466, Page 183 DRCCT, and all of Tract 1.2, recorded in Volume 4466, Page 201 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 455, a variable width public right-of-way, for the southeast corner of a tract conveyed to Timothy P. Adams and Patricia S. Adams, recorded in Document No. 20170117000070510, Official Public Records, Collin County, Texas (OPRCCT);

THENCE N 00°40'51" E, along the east line of said Adams tract, passing at 19.16 feet a 5/8" iron rod with plastic cap found for witness, continuing a total distance of 321.14 feet to a 1/2" iron rod found;

THENCE N 01°18'15" E, 307.48 feet continuing along the east line thereof to a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Wilcox Anna Properties, LLC, recorded in Document No. 20090225000210920 OPRCCT;

THENCE N 01°02'30" E, 904.66 feet along the east line thereof, and of an east line of a tract conveyed to City of Anna recorded in Volume 5961, Page 7136 DRCCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southeast corner of "The Town Farm" first Tract, conveyed to MJLA Adams, Ltd., recorded in Document No. 20110505000462590 OPRCCT;

THENCE N 00°56'20" E, 1597.53 feet along the east line of said MJLA Adams tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northeast corner thereof;

THENCE N 87°10'05" W, 281.88 feet along the north line of said MJLA Adams tract to a 3/8" iron rod found for the southeast corner of a tract conveyed to Equity Trust Company Custodian FBO Raj Kakaraparti IRA and NHS Estates, LLC, recorded in Document No. 20210628001299290 OPRCCT;

THENCE N 02°29'42" E, 2152.51 feet along the east line thereof to a 3/8" iron rod found on the east line of Farm to Market Road 2862, a 90-foot-wide public right-of-way;

THENCE along the east line thereof, around a non-tangent curve to the left having a central angle of 20°03'34", a radius of 363.31 feet, a chord of N 12°39'47" E – 126.55 feet, an arc length of 127.20 feet;

THENCE N 02°38'00" E, 324.15 feet continuing along the east line of said right-of-way to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Anna Independent School District, recorded in Volume 5816, Page 2962 DRCCT;

THENCE S 88°36'00" E, 946.63 feet along the south line thereof;

THENCE N 01°24'00" E, 946.63 feet along the east line of said Anna ISD tract to the intersection thereof with the south line of Farm to Market Road 2862;

THENCE along the south line thereof, the following:

S 88°36'00" E, 1840.60 feet;

S 87°35'00" E, 950.82 feet;

S 87°54'00" E, 852.08 feet;

S 88°23'00" E, 1005.18 feet;

And a tangent curve to the left having a central angle of 61°39'58", a radius of 363.31 feet, a chord of N 60°47'01" E – 372.42 feet, an arc length of 391.02 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a westerly corner of a tract conveyed to Larry Kropman Bennett and Jill Rae Bennett, recorded in Volume 1718, Page 193 DRCCT, and from which a 5/8" iron rod with plastic cap found bears N 17°37'19" E, 154.65 feet (a chord bearing and distance);

THENCE S 02°42'15" W, 147.06 feet along the west line of said Bennett tract to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°34'52" E, along the south line of said Bennett tract, passing at 317.47 feet a 3/8" iron rod found for the southwest corner of a tract conveyed to the Nagamenohar Jovvaji and Chaya Jovvaji Living Trust, recorded in Document No. 20180209000150410 OPRCCT, continuing a total distance of 1164.17 feet to a 1/2" iron rod found for the southeast corner thereof;

THENCE N 01°54'20" W, 404.61 feet along the east line thereof to a 1/2" iron rod with plastic cap found for the southwest corner of a tract conveyed to Jacob Knettel and Alexandra T. Knettel, recorded in Document No. 20150902001176800 OPRCCT;

THENCE N 88°51'58" E, 711.14 feet along the south line thereof to a 1/2" iron rod with plastic cap found for the upper southwest corner of a tract conveyed to Bobby R. Beall and Mary Reba Beall, Trustees of the Beall Family Living Trust, recorded in Volume 5842, Page 1374 DRCCT;

THENCE N 89°53'22" E, 543.59 feet along the upper south line thereof to a fence post found;

THENCE S 00°43'46" W, 1256.27 feet along a westerly line of said Beall tract to a 1/2" iron rod found for a northwesterly corner of a tract conveyed to JDI Investors, LP, recorded in Document No. 20141018001133750 OPRCCT;

THENCE S 00°27'02" W, 1121.81 feet, generally along a fence and along a westerly line of said JDI tract to a fence post found;

THENCE N 89°10'40" W, 1167.05 feet, generally along a fence and along a southerly line of said JDI tract to a fence post found;

THENCE S 00°10'31" E, 1808.22 feet, generally along a fence and along a westerly line of said JDI tract to a 1/2" iron rod found for the northeast corner of a tract conveyed to WKG Enterprises, Ltd., recorded in Volume 4478, Page 2646 DRCCT;

THENCE N 88°26'32" W, 1013.41 feet along the north line thereof to a 1/2" iron rod found for the northeast corner of a tract conveyed to Miles and Bobbi Martin, recorded in Document No. 20220331000521330 OPRCCT;

THENCE N 88°01'21" W, 524.66 feet along the north line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 87°54'42" W, continuing along the north line of said Martin tract, passing at 261.79 feet a 3/4" iron pipe found for the northeast corner of a tract conveyed to Zen Assets LLC, recorded in Document No. 20220601425 28 OPRCCT, and continuing along the north line thereof a total distance of 523.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 00°57'28" W, 2078.20 feet along the west line thereof to a 1/2" iron rod found for the southwest corner of said Zen Assets tract, being a bend point in County Road 424, a public road;

THENCE S 00°31'42" E, 913.32 feet along said road to a 60d nail found for a bend point thereof;

THENCE N 88°34'43" W, 435.86 feet continuing along said road to a point for the intersection of County Road 424 with the north line of Farm to Market Road 455;

THENCE along the north line of said right-of-way, the following:

N 00°51'24" E, 46.08 feet to a wood highway monument;

N 89°08'36" W, 1080.65 feet to a wood highway monument;

A tangent curve to the left having a central angle of 03°40'00", a radius of 5774.58 feet, a chord of S 88°01'24" W – 369.48 feet, an arc length of 369.55 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 02°48'36" W, 5.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°11'24" W, 1677.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 88°35'24" W, 857.61 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 87°45'48" W, 346.50 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And S 88°35'24" W, 209.16 feet to the POINT OF BEGINNING with the subject tract containing 42,274,206 square feet or 970.482 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

Per Annexed to Title Insurance Company G.F. No. 1002.39784-RTT Effective 12/09/2021

10(e)	Easement to Texas Power and Light Company, recorded in Volume 250, Page 454, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(f)	Easement to Texas Power and Light Company, recorded in Volume 255, Page 436, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(g)	Easement to Texas Power and Light Company, recorded in Volume 250, Page 453, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(h)	Easement to American Telephone and Telegraph Company, recorded in Volume 274, Page 584, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(i)	Easement to Texas Power and Light Company recorded in Volume 271, Page 575, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(j)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 644, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(k)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 643, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(l)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 691, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(m)	Easement to Southwestern Bell Telephone Company, recorded in Volume 383, Page 688, Real Property Records, Collin County, Texas. AFFECTS; BLANKET IN NATURE
10(n)	Easement to the State of Texas, recorded in Volume 417, Page 155, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(o)	Easement to the State of Texas, recorded in Volume 417, Page 132, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(p)	Easement to the State of Texas, recorded in Volume 410, Page 257, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(q)	Easement to Texas Power and Light Company recorded in Volume 423, Page 156, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(r)	Easement to Collin County Soil Conservation District, recorded in Volume 447, Page 220, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(s)	Easement to Collin County Soil Conservation District, recorded in Volume 551, Page 286, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(t)	Easement to the City of Anna, recorded in Volume 631, Page 54, Real Property Records, Collin County, Texas. NO DESCRIPTION THEREIN; UNABLE TO LOCATE
10(u)	Easement to the State of Texas, recorded in Volume 685, Page 943, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(v)	Easement to Grayson-Collin Electric Cooperative, recorded in Volume 803, Page 158, Real Property Records, Collin County, Texas. VAGUE, OUTDATED DESCRIPTION; UNABLE TO LOCATE
10(w)	Easement to Fowth Grayson Water Supply Corp., recorded in Volume 1222, Page 287, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(x)	Easement to Westchester Special Utility District, recorded in roll 20190521000619370, Real Property Records, Collin County, Texas. AFFECTS; UNABLE TO LOCATE

SURVEYOR'S CERTIFICATE

To Shirley Partners, Ltd., Tellus Acquisitions LLC, First American Title Insurance Company, Republic Title of Texas, and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The field work was completed on 1/12/24.

Date of Plat or map: 1/29/24

darren.brown@spiarsengineering.com

Darren K. Brown, RPLS 5252

Part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48085C0195G, effective on 6/2/2009. The property is located in Zone "A" (No base flood elevations determined) and Zone "X" (areas determined to be outside the 500-year floodplain).

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS R.O.F. 2121 and No. F-10023100 • www.spiarseng.com

website

ALTA/NSPS LAND TITLE SURVEY

COLLIN COUNTY, TEXAS

Shirley Farms

Issue Dates:
1/29/24

Revisions	Date

Scale:

Drawn By: ED

Checked By: DKB

Sheet 2 of 2

JOB # 23-288

2024 - 20240001590 39 12/23/2024 11:23 AM Page 52 of 134

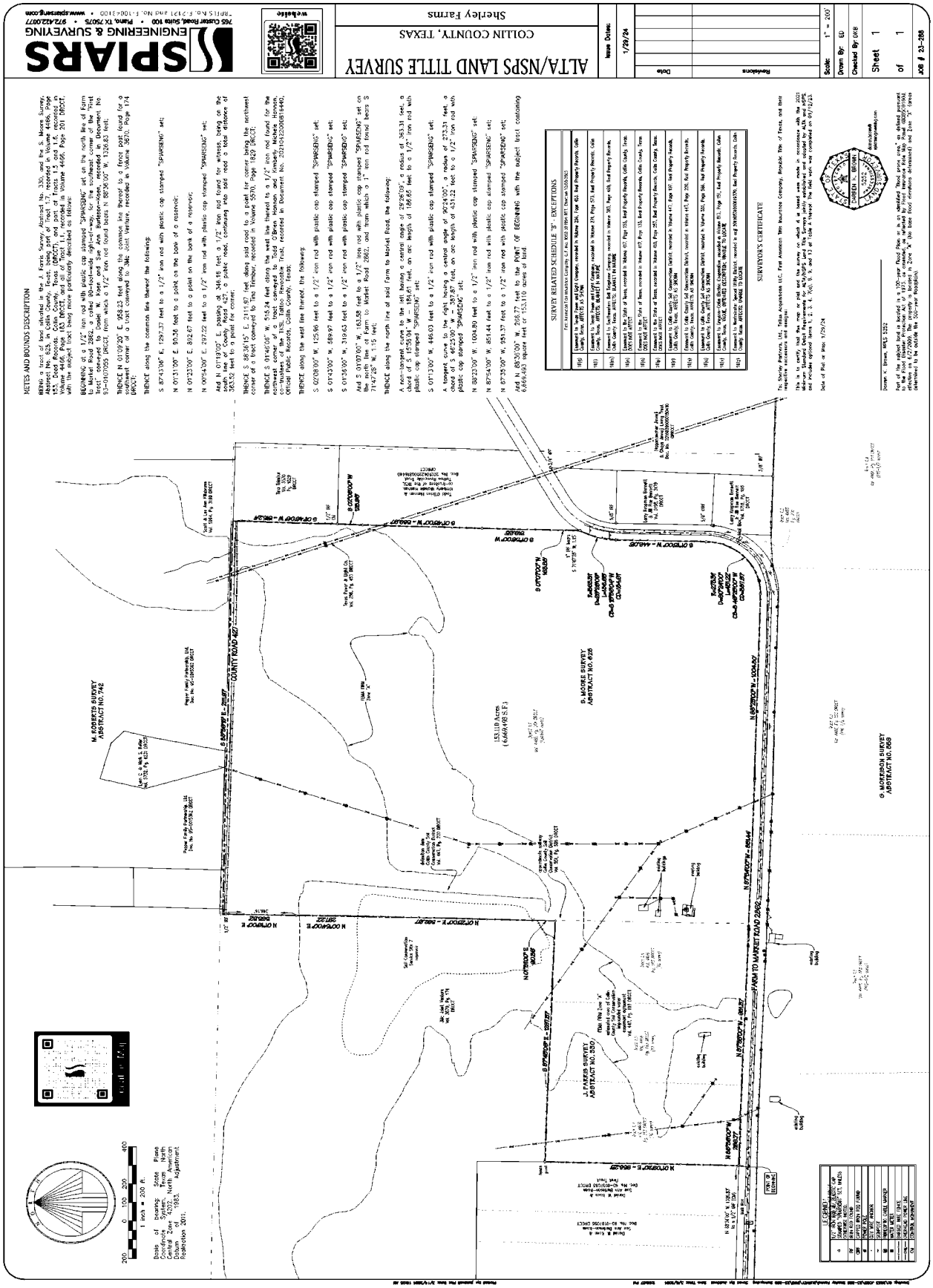
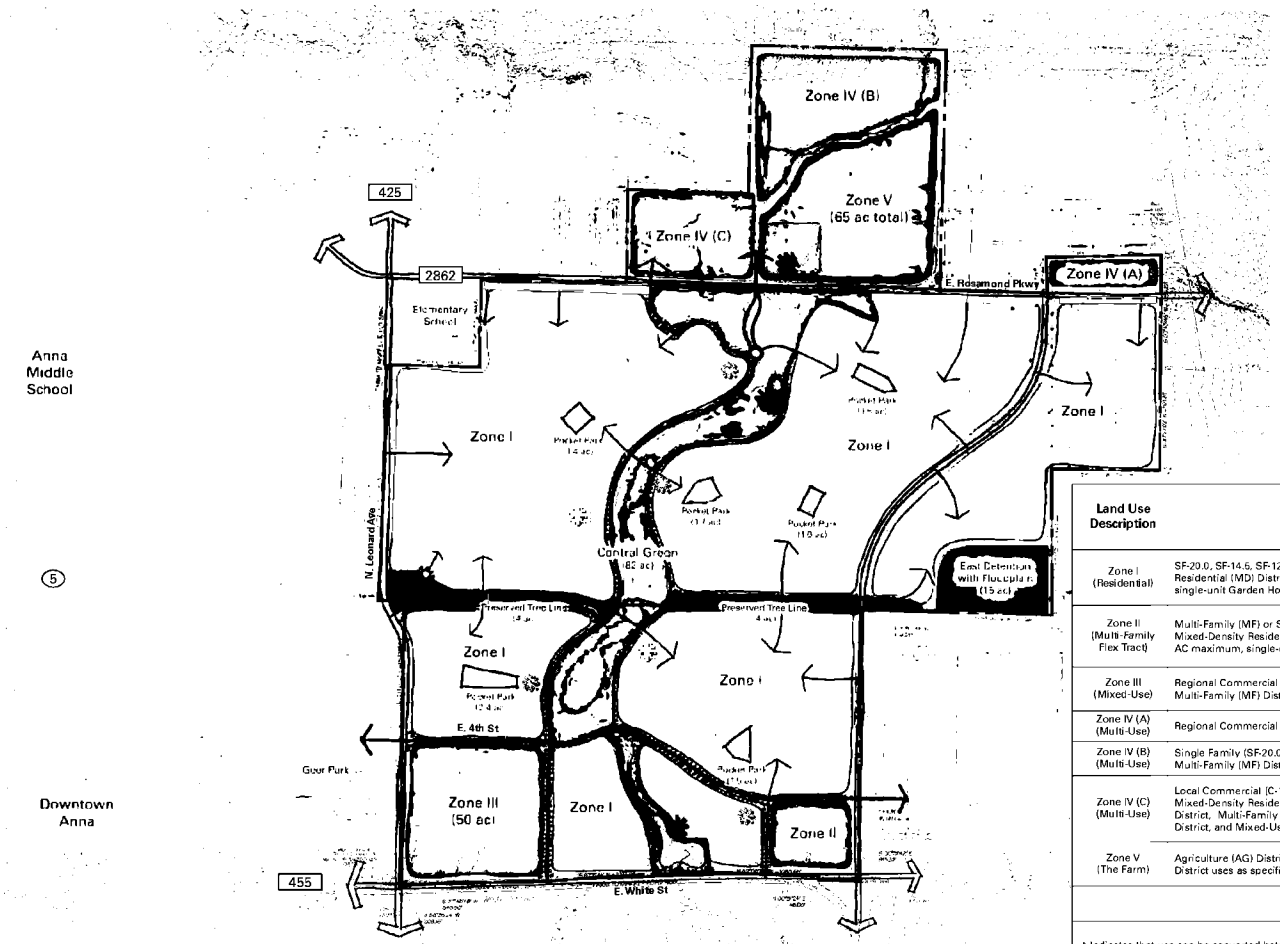

ALTA/NSPS LAND TITLE SURVEY
COLLIN COUNTY, TEXAS
Shirley Farms
SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No. F-12121 and No. F-10064100 • www.spiarseng.com
website
Issue Dates:
1/29/24
Revisions
Date
Scale: 1" = 200'
Drawn By: ED
Checked By: DPR
Sheet 1 of 1
JOB # 23-088
METES AND BOUNDS DESCRIPTION
BEING a tract of land situated in the J. Farris Survey, Abstract No. 330, and the S. Moore Survey, Abstract No. 626, Collin County, Texas, and being all of that tract of land described as Tract 1 in Deed to Shirley Farms, recorded in Volume 4446, Page 201, Deed Records, Collin County, Texas (DRCCT), and part of Tracts 1-5 and 1-6, recorded in Volume 4446, Page 183 DRCCT, and all of Tract 1-1, recorded in Volume 4446, Page 201 DRCCT, with the subject tract being more particularly described as follows:
BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, a called 80-foot right-of-way, for the southeast corner of the subject tract, same being the southwest corner of a tract conveyed to Tina Bonner, recorded in Document No. 20210523000681440, Official Public Records, Collin County, Texas (OPRCCT), from which a 1/2" iron rod found bears N 88°36'07" W, 1326.83 feet;
THENCE N 01°09'20" E, 958.23 feet along the common line thereof to a fence post found for a southwest corner of a tract conveyed to J&L Joint Venture, recorded in Volume 3870, Page 174 DRCCT;
THENCE along the common lines thereof the following:
S 87°41'06" E, 1297.37 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
N 01°51'09" E, 90.56 feet to a point on the bank of a reservoir;
N 01°23'00" E, 832.67 feet to a point on the bank of a reservoir;
N 00°54'09" E, 297.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
And N 01°19'07" E, passing at 346.15 feet a 1/2" iron rod found for witness, being on the south line of Farm to Market Road 2862, a public road, continuing 446.98 total a total distance of 383.52 feet to a point for corner;
THENCE S 88°36'16" E, 2111.67 feet along said road to a point for corner being the northwest corner of a tract conveyed to Tina Bonner, recorded in Volume 5570, Page 1829 DRCCT;
THENCE S 01°40'08" W, 515.24 feet along the west line thereof to a 1/2" iron rod found for the northwest corner of a tract conveyed to Todd O'Brien Homes and Kimberly McKenna co-trustees of the TKSL Tattoo Revocable Trust, recorded in Document No. 20210423000818440, Official Public Records, Collin County, Texas;
THENCE along the west line thereof, the following:
S 02°08'00" W, 125.66 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
S 01°43'00" W, 659.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
S 01°35'00" W, 310.63 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
And S 01°07'00" W, 163.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Farm to Market Road 2862, and from which a 1" iron rod found bears S 71°47'25" W, 1.15 feet;
THENCE along the north line of said Farm to Market Road, the following:
A non-tangent curve to the left having a central angle of 29°26'00", a radius of 363.31 feet, a chord of S 15°55'04" W – 184.61 feet, an arc length of 186.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
S 01°13'00" W, 446.03 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
A tangent curve to the right having a central angle of 90°34'00", a radius of 273.31 feet, a chord of S 43°30'00" W – 388.25 feet, an arc length of 43.122 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
N 88°23'00" W, 1604.80 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
N 87°35'00" W, 951.57 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;
And N 88°36'07" W, 295.77 feet to the POINT OF BEGINNING with the subject tract containing 6,656,610 square feet or 152.810 acres of land.
SURVEY RELATED SCHEDULE "B" - EXCEPTIONS
For information regarding the following items listed in Schedule B of the Title Commitment
10(a) Easement to Texas Power and Light Company, recorded in Volume 284, Page 603, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(b) Easement to Texas Power and Light Company recorded in Volume 291, Page 573, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(c) Easement to Southwestern Bell Telephone Company recorded in Volume 305, Page 468, Real Property Records, Collin County, Texas, AFFECTS, BLANKET IN NATURE
10(d) Easement to the State of Texas, recorded in Volume 1017, Page 156, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(e) Easement to the State of Texas, recorded in Volume 1017, Page 159, Real Property Records, Collin County, Texas, DOES NOT AFFECT
10(f) Easement to the State of Texas, recorded in Volume 1017, Page 161, Real Property Records, Collin County, Texas, DOES NOT AFFECT
10(g) Easement to Collin County Soil Conservation District, recorded in Volume 1017, Page 307, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(h) Easement to Collin County Soil Conservation District, recorded in Volume 1017, Page 308, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
10(i) Easement to Oncor Electric Delivery Company recorded in Volume 2011, Page 191, Real Property Records, Collin County, Texas, TRUE APPROXIMATE LOCATION, UNABLE TO LOCATE
10(j) Easement to Oncor Electric Delivery Company recorded in Volume 2011, Page 196, Real Property Records, Collin County, Texas, AFFECTS AS SHOWN
SURVEYOR'S CERTIFICATE
To: Shirley Partners, LTD., Tellus Acquisitions LLC, First American Title Insurance Company, Republic Title of Texas, and their respective successors and assigns:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The field work was completed on 01/16/23.
Date of Plat or Map: 1/29/24
Darren K. Brown, RPLS 5252
Part of the subject land is located in a 100-year flood plain, or is an identified flood prone area, as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as shown on Flood Insurance Rate Map, Panel 48085C0190J dated June 2, 2009 (the base flood elevation determined) and Zone "X" (areas determined to be outside the 500-year floodplain).
LEGEND
Base of bearing: State Plane Coordinates, North American Datum of 1983, Central Zone 4202, Adjustment Realization 2011.
1 inch = 200 ft.
200 0 100 200 400
FARM TO MARKET ROAD 2862
COUNTY ROAD 407
M. ROBERTS SURVEY ABSTRACT NO. 742
J. FARRIS SURVEY ABSTRACT NO. 330
B. MOORE SURVEY ABSTRACT NO. 626
G. MORRISON SURVEY ABSTRACT NO. 668
153.110 Acres (6,669,795 S.F.)
POINT OF BEGINNING

Exhibit C

Illustrative Layout



Open Space Summary		
	Central Green	±74 ac
	Preserved Tree Line	±8 ac
	East Detention with Floodplain	±15 ac
	Pocket Park	±10 ac
	Miscellaneous	±10 ac
	Total	±117 ac

Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting

Legend

- A Farm-style Amenity Center with operational farming facilities for the benefit of community residents and the broader community
- Amenity Center No. 1 – to be precisely located at the time of Phase 1 Preliminary Plat
- Amenity Center No. 2 – to be precisely located and construction to start prior to the issuance of the 1,750th building permit
- Sherley Squares - conceptual locations to be determined through the platting process

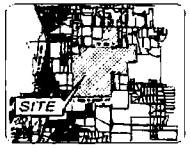
Land Use Description	Zoning Classification	Maximums	
		Single-Family (SF) DUs	Multi-Family (MF) DUs
Zone I (Residential)	SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC Maximum, single-unit Garden Homes and single-unit Townhomes	3,030	0
Zone II (Multi-Family Flex Tract)	Multi-Family (MF) or SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District and Mixed-Use (MU) District limited to 8 AC maximum, single-unit Garden Homes and single-unit Townhomes	160*	200*
Zone III (Mixed-Use)	Regional Commercial (C-2) District, Light Industrial (I-1) District, Multi-Family (MF) District, and Mixed-Density Residential (MD) District	–	600**
Zone IV (A) (Multi-Use)	Regional Commercial (C-2) District and Light Industrial (I-1) District	–	–
Zone IV (B) (Multi-Use)	Single Family (SF-20.0) District, Single Family Cottage Residential District, and Multi-Family (MF) District	–	–
Zone IV (C) (Multi-Use)	Local Commercial (C-1) District, Single Family Residential (SF-20.0) District, Mixed-Density Residential (MD) District, Single Family Cottage Residential District, Multi-Family (MF) District, Agriculture (AG) District, Light Industrial (I-1) District, and Mixed-Use (MU) District	–	–
Zone V (The Farm)	Agriculture (AG) District, Local Commercial (C-1) District and Mixed-Use (MU) District uses as specifically noted in Exhibit D Development Standards	–	–
	TOTAL	3,190	800

* Indicates that use can be converted between single-family and multi-family as noted in the Development Standards Exhibit D.

** Indicates that use is broken out into different subcategories as noted in the Development Standards Exhibit D.

– Indicates that maximums are to be determined by site plans and plats as development occurs.

Note: Non-Residential uses do not have a prescribed maximum other than available acreage and specific limits within the Development Standards Exhibit D.



LOCATION MAP / KEY MAP

The information shown is based on the best information available and is subject to change without notice.

EXHIBIT C - ILLUSTRATIVE LAYOUT

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

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Exhibit D

Development Standards

Exhibit D
Development Standards

TABLE OF CONTENTS:

SECTION 1. ADMINISTRATION
SECTION 2. USE CRITERIA BY ZONE
SECTION 3. OPEN SPACE STANDARDS
SECTION 4. AMENITIES
SECTION 5. SUBDIVISION ORDINANCE MODIFICATIONS
SECTION 6. ZONING ORDINANCE MODIFICATIONS
SECTION 7. ZONING SITE DESIGN CHANGES
SECTION 8. ZONING LANDSCAPING CHANGES
SECTION 9. ARTICLE 9.05 SIGN ORDINANCE
SECTION 10. DEFINITIONS
SECTION 11. ATTACHMENTS

SECTION 1. ADMINISTRATION

A. Interpretation

In the event of any conflict between the City Regulations and the development standards on this **Exhibit D**, the development standards on this **Exhibit D** shall control. The project shall abide by all City regulations, as amended herein.

B. Illustrative Plan - Exhibit C

The subject property, referred to herein as the "Site", shall generally develop per **Exhibit C**, the Illustrative Plan. The Illustrative Plan displays the general location and configuration of land uses, arterial and collector roads, and other area features. Exhibit C shall serve as the Concept Plan to inform future Preliminary Site Plans.

C. Administrative Modifications

Modifications to the Illustrative Plan, **Exhibit C,** shall be administered per the thresholds in Table 1.. Preliminary Site Plans shall be administered per the thresholds in Table 1. Minor Amendments shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. Major Amendments shall require approval of the Planning and Zoning Commission and City Council. Major Amendments shall require a complete amended and restated Planned Development District document rather than a brief amendment that refers to the original Planned Development District document.

Table 1: Major and Minor Amendments

Minor Amendment	Major Amendment
Modification up to 10% to the numerical standards of the Planned Development District	Modification greater than 10% to the numerical standards of the district
Throughfares and Blocks may be modified while maintaining the general throughfare connectivity as depicted in **Exhibit C**.	Any change that does not maintain connectivity as generally depicted in **Exhibit C**.
Modification of the anticipated order of development for the overall property	N/A
Modifications to approved Street Cross-Sections to accommodate specific considerations regarding traffic calming, emergency vehicle access, accommodate pedestrian and bike traffic, and modify on-street parking configuration	N/A

D. Applicability of Subdivision Ordinance, Design Standards and Zoning Ordinance

The subject property is intended to be an architecturally and culturally significant tract of land that is meaningfully located along two regionally significant east-west thoroughfares and just east of Downtown Anna. Except as otherwise provided in these Development Standards (**Exhibit D**), the City's subdivision ordinance, design standards and zoning ordinance in effect at the time of the written approval of this Planned Development shall apply.

SECTION 2. USE CRITERIA BY ZONE

The site shall be developed according to applicable city regulations as amended herein to the Zones as depicted in **Exhibit C**. The Site is divided into six zones with distinctive characters and uses permitted in each Zone as described herein.

A. Zone I - Residential Tracts

1. Permitted Uses

The tracts shown on **Exhibit C** as Zone I shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in any of the following zoning districts: SF-20.0, SF-14.5, SF-12.0, SF-10.5, SF-8.4, SF-7.2, SF-6.0, Mixed-Density Residential (MD) District uses as outlined herein, Garden Home Unit, Townhome Unit and Mixed-Use (MU) District. Additionally, school uses and Civic/City uses are permitted within the Residential Tracts. These tracts shall include outdoor amenitization of the adjacent open space and detention areas.

2. Lot Type Criteria

A maximum of 3,030 dwelling units may be attached or detached. Within Zone I the 3,030 dwelling unit product mix shall be allocated in accordance with the following proportional limitations:

Table 2: Lot Type Allocation

Lot Type	Zoning Designation	Site Approx. Lot Width	Unit Mix Thresholds
A	SF-20	100'	A Minimum of 6% of total lots in Zone I
B	SF-14.5	100'	
C	SF-12.0	90'	A Minimum of 6% of total lots in Zone I
D	SF-10.5	80'	
E	SF-8.4	70'	
F	SF-7.2	60'	A Maximum of 60% of total lots in Zone I
G	SF-6.0	50'	
H	MD 40	40'	A Maximum of 30% of total lots in Zone I
I	MD Single-Family Attached (Townhomes)	25'	
J	MD Garden Homes	60'	

Note: To maintain a balance of lot types, the minimum percentage of Type A through E lots (in aggregate) will be at least 10% of the total number of lots indicated on City-approved Civil Plans to be measured at the point where an increment of 750 lots is triggered by the submission of Civil Plans for City Approval. The percentage of Type A through E lots in excess of 10% shall be counted

as a credit that will accumulate credit to the next 750 lot increment measure so that the measure is accounted for as a cumulative requirement. The Civil Engineering Plans for each Phase shall include a table that details this condition on a cumulative basis.

3. **Mixed-Use Node Criteria**
   A maximum of four (4) two-acre Mixed-Use Nodes ("Sherley Squares") at select locations within Zone I. Exact locations of Mixed-Use Nodes shall be indicated on a Preliminary Site Plan within the Zone I area as depicted on Exhibit C. Where a Mixed-Use Node is placed it shall replace the underlying zoning on the parcel in which it is used. If the Mixed-Use Node is not used the underlying zoning shall remain. These Mixed-Use Node locations shall maintain a 1,000' separation between individual Mixed-Use Nodes. The Mixed-Use Node locations shall be limited to either restaurant, retail, live-work or other service uses intended to provide more neighborhood services dispersed throughout the development. The Mixed-Use Nodes shall be developed according to the Mixed-Use (MU) District Dimensional Standards and shall be required to meet the parking requirements of the particular use developed with on-street parking, off-street parking or a mixture of both. On-street parking will be parallel.

B. Zone II - Multifamily (Flex Tract)

1. **Permitted Uses**
   The tract shown on **Exhibit C** as Zone II shall be developed in accordance with either the Multi-Family Residential (MF) District or may revert to the Residential zoning district regulations permitted in Zone I as modified herein along with school uses and Civic/City uses. This tract shall include outdoor amenitization of the adjacent open space and detention areas. This tract shall be subject to a maximum multi-family dwelling unit count of 200 units.

2. **Unit Reallocation Criteria**
   Should this tract revert to one or more of the Residential zoning districts permitted in Zone I, the 200 Multi-Family units shall increase the 3,030 permitted dwelling units by 160 units to a revised total of 3,190 Single Family units. If developed as single family, the unit thresholds in **Table 2: Lot Type Allocation** of Zone I above shall apply.

3. **Site Plan Requirement**
   Development in Zone II requires Site Plan approval to ensure conformance with city development standards as modified herein.

C. Zone III – South Multi-Purpose Commercial Tract

1. **Permitted Uses**
   The tract shown on **Exhibit C** as Zone III shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:
   - Regional Commercial (C-2) District:
     - All permitted uses
   - Light Industrial (I-1) District, limited to the following uses:
     - Batching Plant (Permitted as a Temporary Use)
     - Brewery/Distillery
     - Tasting Room
     - Self-Storage (Mini-Warehouse) Limited to 125,000 SF of ground-level floor area.
     - Commercial Kitchen
     - Food Truck Park
     - Greenhouse and Nursery
   - Multi-Family Residential (MF) District:
     - All permitted uses

  - Total Multi-Family units not to exceed 600 total units
  - Townhome Unit (multiple DUs on single platted lot) – limited to a maximum unit count of 100
  - Duplex Unit (multiple DUs on single platted lot) – limited to a maximum unit count of 100
  - Condos - limited to a maximum of unit count of 100
  - Multi-Family building types, other than Townhome Unit and Duplex Unit, limited to a maximum unit count of 400 Multi-Family Units
- Mixed-Density Residential (MD) District:
  - All permitted uses (including Single-Family Attached (single DU on single platted lot, including without limitation individual-lot townhome) and Two-Family Dwellings (single DU on single platted lot including without limitation individual-lot duplex)

2. Prohibited Uses

Prohibited Uses in Zone III include the following:

- Pawn Shop / Pay day loans
- Radio/Television studios
- Taxidermist
- Funeral Services
- Governmental service yards
- Flea Market

3. Dimensional Standards

The Zoning Districts selected for Zone III shall be developed in accordance with their corresponding dimensional standards:

- Regional Commercial (C-2) District, as modified herein
- Light Industrial (I-1) District, as defined in Section 9.04.023
- Multi-Family Residential (MF) District, as modified herein
- Mixed-Density Residential (MD) District, as modified herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

4. Buffer Criteria:

Any permitted Light Industrial (I-1) use shall be buffered from being directly adjacent to for-sale single-family attached or detached housing by a buffer street, buffer use, or a landscape buffer.

- A Buffer street is a Collector or larger street;
- A Buffer use is either Multi-Family, Mixed-Use, Commercial, or Retail uses in-between Light Industrial uses and for-sale single-family attached or detached housing.
- A landscape buffer shall be a landscaped area of at least 25 feet in width along the common property line planted with one canopy tree for each 30 linear feet, provided that the spacing shall be reasonably expanded to accommodate a specific tree species requiring more spacing to promote long term health and growth.

5. Site Plan Requirement

Development in Zone III requires Site Plan approval to ensure conformance with city development standards.

D. Zone IV – North Multi-Purpose Commercial Tracts

1. Site Plan Requirement

Development in Zone IV and its sub-zones require Site Plan approval to ensure conformance with city development standards.

2. Zone IV(A)

a. Permitted Uses

The tracts shown on **Exhibit C** as Zone IV(A) shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:

- Regional Commercial (C-2) District:
  - All permitted uses
- Light Industrial (I-1) District, limited to the uses following uses:
  - Batching Plant (Permitted as a Temporary Use)
  - Brewery/Distillery
  - Commercial Kitchen
  - Food Truck Park
  - Outdoor Storage
  - Feed and Farm Supply
  - Greenhouse and Nursery
  - Auto Repair (Heavy and Light)
  - Heavy Equipment Sales and Rentals
  - Athletic Field (Public and Private)
  - Community Center (Public and Private)
  - Country Club
  - Racetrack
  - Sport Shooting Range
  - Park
  - Commercial Cleaning Facility
  - Self-Storage (Mini Warehouse)
  - Wholesale Showroom Facility
  - Assisted Living Facility
  - Child Care Facility, Daycare
  - Community Home for Persons with Disabilities
  - Agriculture
  - Agritainment
  - Outdoor Storage and Display
  - Stable
  - Swimming Pool Private

b. Prohibited Uses

Prohibited Uses in Zone IV(A) include the following:

- Radio/Television studios
- Taxidermist
- Funeral Services
- Governmental service yards
- Flea Market

c. Dimensional Standards

The Zoning Districts selected for Zone IV(A) shall be developed in accordance with their corresponding dimensional standards:

- Regional Commercial (C-2) District, as modified herein
- Light Industrial (I-1) District, as defined in Section 9.04.023

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

3. Zone IV(B)

a. Zone Vision

Zone IV(B)- is envisioned to be a primarily residential area surrounded by floodplain open space.

b. Permitted Uses

The tract shown on **Exhibit C** as Zone IV(B) shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding zoning districts, unless otherwise stated:

- Single Family Residential (SF-20.0) District:
  - All permitted uses
- Single-Family Cottage Residential District:
  - Industrialized Home (Modular Home)
  - Manufactured Homes (with permanent foundation)
  - Single-Family Dwelling, detached
  - Single-Unit or Duplex Unit Park
  - Bed and Breakfast Facility (SUP required)
  - Dormitory (SUP required)
  - Athletic Field, Public
  - Athletic Field, Private (SUP required)
  - Community Center, Public
  - Community Center, Private
  - Park
  - Swimming Pool
  - Civic Center
  - Public Library, Museum or Art Gallery (SUP required)
  - Religious Land Use
  - School
  - Child Care Home (≤6 Children) (SUP required)
  - Electrical Substation (SUP required)
  - Gas Metering Station (SUP required)
  - Gas Metering Station with Odorizer (SUP required)
  - Governmental Service yard (SUP required)
  - Radio, TV or Microwave Operations, Amateur (SUP required)
  - Accessory Building
  - Accessory Dwelling Unit (SUP required)
  - Carport
  - Home Occupation
  - Garage
  - Swimming Pool, Private (SUP required)
  - Wind Energy Conversion System (SUP required)
  - Batching Plant (Permitted as a Temporary Use)
  - Field or Sales Office
  - May include Shared Workspace as a permitted accessory use that will serve as a residential amenity
- Multi-Family Residential (MF) District:
  - Cottage Unit only (if multiple DUs on a single platted lot)

c. Dimensional Standards

The Zoning Districts selected for Zone IV(B) shall be developed in accordance with their corresponding dimensional standards:

- Single Family Residential (SF-20.0) District, as modified herein
- Single-Family Cottage Residential District, as defined herein
- Multi-Family Residential (MF) District, as defined herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

4. Zone IV(C)

a. Permitted Uses

The tracts shown on **Exhibit C** as Zone IV(C) shall be developed in accordance with one or more of the following zoning district regulations, as modified herein, and may be developed with any use permitted in their corresponding base zoning districts, unless otherwise stated:

- Local Commercial (C-1) District:
  - All permitted uses
  - Medical Care Facility
  - Childcare Facility, Daycare
- Single Family Residential (SF-20.0) District:
  - All permitted uses
- Mixed Density (MD) Residential
  - All permitted uses
- Single-Family Cottage Residential District:
  - Industrialized Home (Modular Home)
  - Manufactured Home (with permanent foundation)
  - Single-Family Dwelling, detached
  - Single-Unit or Duplex Unit Park
  - Bed and Breakfast Facility (SUP required)
  - Dormitory (SUP required)
  - Athletic Field, Public
  - Athletic Field, Private (SUP required)
  - Community Center, Public
  - Community Center, Private
  - Park
  - Swimming Pool
  - Civic Center
  - Public Library, Museum or Art Gallery (SUP required)
  - Religious Land Use
  - School
  - Child Care Home (≤6 Children) (SUP required)
  - Electrical Substation (SUP required)
  - Gas Metering Station (SUP required)
  - Gas Metering Station with Odorizer (SUP required)
  - Governmental Service yard (SUP required)
  - Radio, TV or Microwave Operations, Amateur (SUP required)
  - Accessory Building
  - Accessory Dwelling Unit (SUP required)
  - Carport
  - Home Occupation
  - Garage
  - Swimming Pool, Private (SUP required)
  - Wind Energy Conversion System (SUP required)
  - Batching Plant (Permitted as a Temporary Use)
  - Field or Sales Office
  - May include Shared Workspace as a permitted accessory use that will serve as a residential amenity
- Multi-Family Residential (MF) District:
  - Cottage Unit only (if multiple DUs on single platted lot)

- Agricultural (AG) District:
    - All permitted uses
    - Agritainment
    - Itinerant Vendor
    - Farmer's Market
- Light Industrial (I-1) District, limited to the uses following uses:
    - Batching Plant (Permitted as a Temporary Use)
    - Brewery/Distillery
    - Tasting Room
    - Commercial Kitchen
    - Food Truck Park
    - Greenhouse and Nursery
    - Feed and Farm Supply
    - Bar
    - Private Club
- Mixed Use Development
    - All permitted uses

b. Dimensional Standards

The Zoning Districts selected for Zone IV(C) shall be developed in accordance with their corresponding dimensional standards:

- Local Commercial District (C-1), as modified herein
- Single Family Residential (SF-20.0) District, as modified herein
- Single Family Cottage Residential District, as modified herein
- Mixed Density (MD) Residential, as modified herein
- Multi-Family Residential (MF) District, as defined herein
- Agricultural (AG) District, as defined herein
- Light Industrial (I-1) District, as defined herein
- Mixed-Use (MU) District, as defined herein

If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

E. Zone V - The Farm

1. Zone Vision

The Farm is envisioned to be an agricultural reserve with agricultural focused commercial activities.

2. Permitted Uses

Tracts shown on **Exhibit C** as Zone V shall be developed in accordance with one or more of the following zoning district regulations as modified herein and may be developed with any use permitted in their corresponding base zoning district, unless otherwise stated:

- Section 9.04.028 land use table AG uses already permitted by right
- Agritainment
- Artist Studio
- Bar
- Brewpub
- Food preparation and sales
- Food Truck Park
- Grocery Store
- Mixed-Use (MU)
- Restaurant and tasting room
- Outdoor Dining
- Farmer's Market

- On-Site Residence for Farmer
- Multi-Family (Permitted with SUP)
- Hotel (Permitted with SUP)
- Brewery/Distillery (Permitted with SUP)
- Childcare facility (Permitted with SUP)

3. **Prohibited Uses**
   Prohibited Uses in Zone V include the following:
   - Feedlot
   - Mobile Home / Manufactured Homes with chassis and wheels (personal property)
   - Wind Energy Conversion System
   - Country Club
   - Golf Course
   - Carport
   - Concrete Batch Plant
   - Flea Market
   - Seasonal Roadside Stand

4. **Dimensional Standards**
   The Zoning Districts selected for Zone V shall be developed in accordance with their corresponding dimensional standards:
   - Agricultural (AG) District, as defined herein
   - Local Commercial District (C-1), as modified herein
   - Mixed-Use (MU) District, as defined herein

   If a proposed use is permitted in multiple zoning categories, the applicant will indicate which set of dimensional standards will apply on the site plan.

5. **Site Plan Requirement**
   Development in Zone V requires Site Plan approval to ensure conformance with city development standards.

SECTION 3. OPEN SPACE

A. Vision

The vision for the community includes extensive open space and activation of detention areas with concrete trails and single-loaded streets that preserve the public view of the natural beauty. The pocket parks are intended to provide valuable open space within walking distance of most residential units, provide passive and moderately active recreational opportunities including, but not limited to, open play areas, natural interpretive areas, neighborhood playgrounds, children's water play areas, and small neighborhood gathering spaces. The central green is intended to create a natural scenic connection through the center of the community and shall consist of trails, natural landscaping, usable open space, and ponds that are reflective of the native environment. The open space requirements in 9.04.029(d) (3) shall not apply to Mixed-Density Residential types, multifamily units or residential uses in Zones II, III, IV and V, as the open space provided in Zone I is to serve the needs for the entire development Site.

B. Required Elements

Open space, that is publicly accessible, whether owned and maintained by the City of Anna, the Owners Association, or other ownership entity, shall count toward the minimum open space requirement. The open space and amenities identified in this section and the Open Space and Trails **Exhibit J** satisfies the open space and park requirements for the Site in its entirety and no park acquisition or development fees are applicable. The open space for the Site shall include:

1. A regional trail running north / south through the project along the primary open space areas which will include trailheads.
2. Incorporation of pocket parks and activated open space throughout the community, as generally shown on the Illustrative Plan. The size and location of pocket parks and activated open space shall be generally delineated on a Preliminary Site Plan and then finalized through the platting process. Pocket parks and activated open space may be spread across multiple locations within the Zone provided the overall amount of the requirement is met as depicted on **Exhibit C.**

C. Maintenance

Open Space and structures thereon shall be maintained by the property owner, the Owners Association, or other ownership entity unless otherwise dedicated to the City. The property owner, Owners Association, or other ownership entity may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the Open Space.

SECTION 4. AMENITIES

Amenity Centers shall be located on a private lot and shall not count towards any open space requirement.

A. One large amenity center to be located in Phase 1 including, at a minimum: an amenity center building, a swimming pool, bathrooms, a playground, and an open recreation area. Construction for this amenity center shall commence prior to the issuance of the 300th single family building permit.

B. A second amenity center on the southern side of the community, including at a minimum: an amenity center building, bathrooms, a playground, and an open recreation area. Construction for this amenity center shall commence prior to the issuance of the 1,750th single family building permit.

SECTION 5. SUBDIVISION ORDINANCE MODIFICATIONS

A. Revise 9.02.081.a to read:

The construction, arrangement, character, extent, width, grade and location of all streets shall conform to the city's comprehensive plan and design standards and shall be considered in their relation to the following, whether the streets are within the city, or within its ETJ area. Street sections presented in this **Exhibit D** shall supersede any other City of Anna ordinances or standards.

B. Revise 9.02.081.c.4 to read:

Approach streets and access.

All subdivisions must have at least two points of vehicular access and must be connected via improved streets (streets that meet the city standards) to the city's improved thoroughfare and street system by one or more approach streets of such dimensions and improved to such standards as required herein. All residential subdivisions, with the exception of multifamily dwellings and single-unit or duplex unit park developments, shall provide no less than one entrance for each 50 lots including stubs for future development. ~~and in no case shall have more than 150 lots for each connection to an existing street.~~

C. Revise 9.02.081.c.5.A to read:

Off-site and adjacent improvements based on traffic impact analysis (TIA) of project specific impacts.

a. If in the opinion of the City Engineer or Director of Development Services, sufficient vehicular access and street capacity approaching and adjacent to the subdivision is not available to serve the proposed subdivision, the city may require the developer to provide a traffic impact analysis ("TIA") of the proposed development. ~~Such TIA when required shall be submitted to the City as part of the preliminary~~

~~plat application.~~ Based on the TIA, necessary improvements attributable to the proposed development may be incorporated into the development plans at the discretion of city staff.

D. Revise 9.02.081.L.1 to read:

Street section requirements.

Typical street sections shall be based upon projected traffic volume, existing soil conditions, and drainage condition and requirements. Street right-of-way widths, pavement widths, and median widths shall be as shown on ~~the comprehensive plan, in the City's design standards, and shall specifically be as specified in Division 9, Table 1.~~ **Exhibit D** in the Development Agreement.

E. Revise 9.02.081.o.1 to read:

Maximum and minimum length of block or street segments.

The maximum length of any block or street segment, ~~including~~ excluding looped streets, shall be 1,200 feet and the minimum length of any block or street segment shall be 400 feet. except in a key lot scenario, as measured along the street centerline and between the point(s) of intersection with other through streets. The minimum block length for a horseshoe street shall be 260 feet. A cul-de-sac or dead-end street shall not be considered a through street and shall not exceed 600' in length for Lot Types F through J, but otherwise shall not exceed 900' in length. The block length is not measured along the side of a block that does not include the front of any lot.

F. Revise 9.02.081.t.1 to read:

Residential driveways.

Residential driveway cuts shall not be allowed on streets that are larger than a neighborhood (50-foot right-of-way) or residential collector street (60-foot right-of-way). ~~Residential driveways shall be at least 30 feet from any intersection.~~ For corner lots residential driveways shall be located on the opposite side of the lot from the intersection. Rear and side driveway access to collector and thoroughfare streets shall be prohibited.

G. Revise 9.02.083.b to read:

Residential alleys.

~~In residential districts, alleys shall be parallel, or approximately parallel, to the frontage of the street. Alleys in residential districts shall provide a minimum of 20 feet of right-of-way and 15 feet of pavement.~~ Alleys in residential districts shall provide a Right-of-way and pavement width in compliance with the street sections presented in **Exhibit D** of the Development Agreement.

H. Revise 9.02.086.a.1 to read:

Pedestrian concrete walkways (sidewalks) not less than the following width shall be provided along both sides of newly constructed streets as follows:

Street Type	Sidewalk Width
Arterial	6 feet
Divided and undivided collector	6 feet
Neighborhood collector	6 feet
Local residential	~~6~~5 feet

I. Revise 9.02.087.e to read:

Double frontage lots.

Residential subdivisions with double frontage lots shall be avoided, except where they may be essential to provide separation from arterial or collector streets, or to overcome a specific disadvantage or hardship imposed by topography or other factors. Where lots have double frontage, appropriate building setback lines shall be established for each street side, and rear yard screening shall be provided in accordance with section 9.02.167 of this article. Except as provided within this subsection, residential lots shall not back onto any residential street or collector street within a residential area or neighborhood. ~~and shall not have more than ½ of their perimeter boundaries along streets~~

J. Revise 9.02.087.g to read:

Residential lot depth.

(1) No lot shall be platted less than 100 feet in depth unless located within the mixed density residential (MD) District, the downtown (DT) District, applicable planned development (PD) District, or districts where minimum lot depth is N/A.

(2) Lots facing or backing on arterial or collector roadways (rights-of-way greater than 60 feet), shall be at least 10 feet deeper than the minimum required depth of lots facing the local streets within the development. This depth is in addition to the minimum 20-foot-wide landscape buffer requirement for residential developments when adjacent to arterial and collector roadways. If a landscape buffer of 30' or deeper is provided, the requirement for a 10' deeper residential lot shall not apply.

K. Revise 9.02.087.b to read:

Minimum frontage on a public street.

Each lot on a subdivision plat shall front onto a dedicated, improved public street or HOA owned open space lot, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All single family detached lots shall have a minimum of 40 feet of frontage as measured at the front building setback line fronting a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district. Lots that front onto an HOA-owned open space lot shall have access to a dedicated, improved public alley.

L. Revise 2.14.A of the City of Anna Design Standards Manual to read:

Residential: Residential driveways to serve two car garages shall be not less than eleven (11) feet nor more than ~~twenty (20)~~ twenty-two (22) feet in width at the property line. The width of the driveway will be larger at the garage for a three car (width to be maximum of twenty-eight (28) feet). Shared driveways and garages larger than three cars shall be a case-by-case basis as may be approved administratively by city staff. Residential driveways shall be separated from one another by a distance of at least ten (10) feet. The radii of all residential driveway returns shall be a minimum of five (5) feet and shall not extend past the adjoining property line. ~~The driveway approaches devoted to one use shall not occupy more than sixty percent (60%) of the frontage abutting the roadway or alley.~~

SECTION 6. ZONING ORDINANCE MODIFICATIONS

A. Sec. 9.04.010 Single-Family Residential (SF-20.0) District (Type A Lot)

(a) Purpose. The Single-Family Residential (SF-20.0) district is designed to accommodate a single-family residential development lot design on approximately half-acre (1/2 acre) lots. The district may be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Estate Residential Place Type.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in the Single-Family Residential (SF-20.0) district shall follow Table 3: Single-Family Residential (SF-20.0) District Dimensional Standards, as modified.

Table 3: Single-Family Residential (SF-20.0) District Dimensional Standards – Type A

Single-Family Residential (SF-20.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	20,000 square feet average 15,000 square feet minimum
B	Lot Width (min.) as measured at front building setback line	100 feet
C	Lot Depth (min.)	150 feet
D	Lot Coverage (max.)	40%

Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 20 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	10 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-20.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

B. Sec. 9.04.011 Single-Family Residential (SF-14.5) District (Type B Lot)

(a) Purpose. The Single-Family Residential (SF-14.5) district is designed to accommodate a single-family residential development design on roughly one-third acre (⅓-acre) lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living Place Type.
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-14.5) district shall follow Table 4: Single-Family Residential (SF-14.5) District Dimensional Standards, as modified.

Table 4: Single-Family Residential (SF-14.5) District Dimensional Standards – Type B

Single-Family Residential (SF-14.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	14,500 square feet Average 12,150 square feet minimum
B	Lot Width (min.) as measured at front building setback line	90 feet
C	Lot Depth (min.)	135 feet
D	Lot Coverage (max.)	45%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 20 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		

Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping	Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-14.5) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

C. Sec. 9.04.012 Single-Family Residential (SF-12.0) District (Type C Lot)

(a) Purpose. The Single-Family Residential (SF-12.0) district is designed to accommodate single-family residential development on roughly quarter-acre (¼-acre) lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-12.0) district shall follow Table 5: Single-Family Residential (SF-12.0) District Dimensional Standards, as modified.

Table 5: Single-Family Residential (SF-12.0) District Dimensional Standards – Type C

Single-Family Residential (SF-12.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	12,000 square feet average 9,600 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	80 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	45%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-12.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the

right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

D. Sec. 9.04.013 Single-Family Residential (SF-10.5) District (Type D Lot)

(a) Purpose. The Single-Family Residential (SF-10.5) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.

(c) Dimensional Standards. Development in Single-Family Residential (SF-10.5) district shall follow Table 6: Single- Family Residential (SF-10.5) District Dimensional Standards, as modified.

Table 6: Single-Family Residential (SF-10.5) District Dimensional Standards – Type D

Single-Family Residential (SF-10.5) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	10,500 square feet average 8,400 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	70 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House face / Porch – 15 feet
F	Rear Yard (min.)	25 feet
G	Side Yard (min.)	8 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) The Single-Family Residential (SF-10.5) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.

(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

E. Sec. 9.04.014 Single-Family Residential (SF-8.4) District (Type E Lot)

(a) Purpose. The Single-Family Residential (SF-8.4) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Suburban Living PlaceType.

(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-8.4) district shall follow Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards, as modified.

Table 7: Single-Family Residential (SF-8.4) District Dimensional Standards – Type E

Single-Family Residential (SF-8.4) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	8,800 square feet average 8,400 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	70 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	20 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-8.4) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

F. Sec. 9.04.015 Single-Family Residential (SF-7.2) District (Type F Lot)

(a) Purpose. The Single-Family Residential (SF-7.2) district is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Cluster Residential PlaceType.
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-7.2) district shall follow Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards, as modified.

Table 8: Single-Family Residential (SF-7.2) District Dimensional Standards – Type F

Single-Family Residential (SF-7.2) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	7,500 square feet average 7,200 square feet minimum
B	Lot Width (min.) as measured	60 feet

	at the front building setback line	
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 15 feet
F	Rear Yard (min.)	20 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-7.2) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

G. Sec. 9.04.016 Single-Family Residential (SF-6.0) District (Type G Lot)

(a) Purpose. The Single-Family Residential (SF-6.0) district is designed to accommodate single-family residential development on relatively smaller lots. The district can be appropriately located near agricultural and single- family residential uses. This district implements the character and intent of the Comprehensive Plan's Cluster Residential PlaceType.
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Single-Family Residential (SF-6.0) district shall follow Table 9: Single-Family Residential (SF-6.0) District Dimensional Standards, as modified.

***Table 9: Single-Family* Residential (SF-6.0) District Dimensional Standards – Type G**

Single-Family Residential (SF-6.0) District Dimensional Standards		
Lot Requirements		
A	Lot Area ~~(min.)~~	6,300 square feet average 6,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	50 feet
C	Lot Depth (min.)	100 feet
D	Lot Coverage (max.)	55%
Setback Requirements		
E	Front Yard (min.)	Garage - 25 feet House Face / Porch – 10 feet
F	Rear Yard (min.)	20 feet

G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
I	Building Height (max.)	35 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.
(1) The Single-Family Residential (SF-6.0) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.

H. Sec. 9.04.017 Mixed-Density Residential (MD) District

(a) Purpose. The Mixed-Density Residential (MD) district provides medium-density residential development with diversified housing choices. This district encourages a mix of single-family and two-family residential uses and incentivizes community amenities to form compact, accessible, and walkable neighborhoods. This district implements the character and intent of the Comprehensive Plan's Urban Living PlaceTypes. The Mixed-Density District is defined on the Site to consist of four sub-types: Type H (40 Foot SF), Type I (Single Family Attached including invidual-lot townhome), Two-Family Dwelling (including individual-lot duplex), Type J (Garden Homes).
(b) Uses. See Table 19: Use Table and all applicable regulations in Division 3.
(c) Dimensional Standards. Development in the Mixed-Density Residential (MD) district shall follow Table 10: Mixed-Density Residential (MD) District Dimensional Standards, as modified.
(d) Special Regulations.
(1) The Mixed-Density Residential (MD) district shall not be within 1,200 feet of a Major Highway as designated on the 2045 Master Thoroughfare Plan. This distance shall be measured from the right-of-way centerline to the residential property line.
(2) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.
(3) Zero lot line, 1'/9' split or 3'/7' split may be allowed as long as the overall building to building setback is 10 feet.
(4) Alley loaded garage setbacks (from the alley) shall be measured from the garage door to the edge of pavement of the alley or mews street. The distance shall be either 1) between 3 to 5 feet or 2) more than 20 feet.
(5) Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.
(6) Average lot size will be calculated based upon the lots of the applicable type on the Final Plat and the average lot sizes will be noted on the lot size table.
(7) Any Mixed-Density Residential Unit shall:
- Have permanent foundations
- May utilize modular construction
- Not be manufactured or mobile homes with chassis and wheels

Table 10-A: Mixed-Density Residential (MD) District Dimensional Standards – Type H (40 Foot SF)

Mixed-Density Residential (MD) District Dimensional Standards **Type H (40 Foot SF)**

Lot Requirements		
A	Lot Area ~~(min.)~~	4,500 square feet average 4,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	40 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	65%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	25 feet, See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-B: Mixed-Density Residential (MD) District Dimensional Standards – Type I (Single-Family Attached – single DU on single lot including without limitation individual-lot townhome)

Mixed-Density Residential (MD) District Dimensional Standards **Type I (Single-Family Attached – single DU on single lot)**		
Lot Requirements		
A	Lot Area ~~(min.)~~	2,200 square feet average 2,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	25 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	75%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	N/A
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-C: Mixed-Density Residential (MD) District Dimensional Standards – Two-Family (single DU on single lot including without limitation individual-lot duplex)

Mixed-Density Residential (MD) District Dimensional Standards **Two-Family (single DU on single lot)**		
Lot Requirements		
A	Lot Area ~~(min.)~~	4,400 square feet average 4,000 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	50 feet
C	Lot Depth (min.)	80 feet
D	Lot Coverage (max.)	75%
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	N/A
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	See Special Regulations Note
Building Requirements		
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

Table 10-D: Mixed-Density Residential (MD) District Dimensional Standards – Type J (Garden Homes – single DU on single lot)

Mixed-Density Residential (MD) District Dimensional Standards **Type J (Garden Homes – single DU on single lot)**		
Lot Requirements		
A	Lot Area ~~(min.)~~	3,300 square feet average 2,800 square feet minimum
B	Lot Width (min.) as measured at the front building setback line	60 feet
C	Lot Depth (min.)	50 feet
D	Lot Coverage (max.)	60%
Setback Requirements		
E	Front Yard (min.)	10 feet (5 feet to property line between units, i.e. 10 feet overall between units)
F	Rear Yard (min.)	10 feet (5 feet to property line between units, i.e. 10 feet overall between units)
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
I	Garage (min.)	25 feet (only if facing City Street)
Building Requirements		
J	Building Height (max.)	40 feet

Additional Applicable Requirements within the Zoning Ordinance	
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping	Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

I. Single-Family Residential (Cottage Home District)

(a) Purpose. The Single-Family Cottage Residential district is designed to accommodate a single-family residential development of detached units on individual lots. The Cottage homes are intended to be situated adjacent to a shared open space. The district can be appropriately located near agricultural, commercial, and single-family residential uses. This district implements the character and intent of the Comprehensive Plan's Estate Residential PlaceType.

(b) Development in Single-Family Residential (Cottage Home District) requires Site Plan approval to ensure conformance with city development standards.

(c) Dimensional Standards. Development in the Cottage Home district shall follow the Dimensional Standards, as modified.

Single-Family Cottage Residential District Dimensional Standards

Single-Family Cottage Residential District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	1,800 SF
B	Building Separation (min.)	10 feet
C	Lot Depth (min.)	45 feet
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.)	5 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
Building Requirements		
I	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) Cottage homes shall provide 1.75 parking spots per unit which can be provided as off-street parking and/or on-street parking.

(2) Not be manufactured or mobile homes with chassis and wheels Zero lot line

(3) 1'/9' split or 3'/7' split may be allowed as long as the overall building to building setback is 10 feet.

(4) Any Single-Family Cottage Residential Unit shall:

- Have permanent foundations
- May utilize modular construction
- Not be manufactured or mobile homes with chassis and wheels

J. Sec. 9.04.018 Multifamily Residential (MF) District

(a) Purpose. The Multifamily Residential (MF) District provides for high-density residential development, targeting well-designed multifamily uses serving as a transition between medium-density residential development and commercial nodes. This district encourages multifamily uses with site development characteristics that accommodate open space and access to light and air. This district implements the character and intent of the comprehensive plan's urban living place type.

(b) Uses. See Table 19: Use Table and all applicable regulations in division 3.

(c) Dimensional Standards. Development in the Multifamily Residential (MF) District shall follow Table 11: Multifamily Residential (MF) District Dimensional Standards, as modified.

(d) For the avoidance of doubt, MF District includes the following uses if multiple dwelling units are located on a single lot: Townhome Unit, Duplex Unit, Cottage Home Unit and Condominium Unit.

Table 11: Multifamily Residential (MF) District Dimensional Standards

Multifamily Residential (MF) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	5,000 square feet
B	Lot Width (min.)	50 feet
C	Lot Depth (min.)	120 feet
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.)	10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	10 feet
H	Corner Side Yard (min.)	25 feet
Building Requirements		
J	Building Height (max.)	85 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(e) Special Regulations.

(1) Minimum lot areas for attached single-family and two-family dwellings shall be 2,400 square feet per dwelling unit.

(2) Lot widths for a lot containing attached single-family and two-family dwellings shall be no less than 20 feet per ground floor unit plus side yard requirements.

(3) No lot containing multifamily dwelling units shall contain less than 10,000 square feet.

(4) No lot containing a single-unit or duplex unit park shall contain less than 20,000 square feet.

(5) No building in a single-unit or duplex unit park, attached single-family dwelling, two-family dwelling, or townhome unit shall exceed a height of 40 feet.

(6) Any building with multiple stories and greater than 40 feet tall shall comply with the regulations specified in section 9.04.041(h).

(7) When a multifamily dwelling exceeds one story in height, an automatic sprinkler system shall be installed in accordance with existing fire codes and each building shall have two points of entry or exit.

(8) The maximum density for a multifamily dwelling is 100 units per acre.

(9) The maximum density for a townhome unit or single-unit or duplex unit park is 18 units per acre

(10) The corner side yard for "key lots" shall meet the minimum front yard setback requirement.

(11) Any Townhome Unit, Cottage Home Unit, Condominium Unit or Duplex Unit shall:

- Have permanent foundations
- May utilize modular construction

- Not be manufactured or mobile homes with chassis and wheels

(12) A Multi-Family development, including Townhome Unit, Cottage Home Unit, Condominium Unit, and Duplex Unit projects, may choose to satisfy the open space requirements as currently detailed in 9.04.029(c)(b) or may choose to provide open space equal to 15% of the gross development acreage which can be met with one or more of the following options:

- Usable open space and landscape buffers which can include floodplain at no greater slope than 4:1 shall receive a 1:1 square foot credit. Trails and other improvements can be collocated within the usable open space/landscape buffers and shall receive the credit as noted in the following bullets.
- Hardscape improved areas such as equipped children's play areas, pool/spa, dog park, trails, and other similar improvements shall receive 3:1 square footage credit
- Amenities such as amenity centers, gym facilities, and other similar amenities shall receive 3:1 square footage credit

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K. Sec. 9.04.020 Regional Commercial (C-2) District

(a) Purpose. The Regional Commercial (C-2) District provides for medium- to large-scale development of retail, service, entertainment, and office necessary for a regional market. This district primarily facilitates commercial development, like big box and anchor retailers and intensive shopping strip centers that are automobile-oriented and generate high traffic counts. This district implements the character and intent of the comprehensive plan's regional activity center place type.

(b) Uses. See Table 19: Use Table and all applicable regulations in division 3.

(c) Dimensional Standards. Development in the Regional Commercial (C-2) District shall follow Table 13: Regional Commercial (C-2) District Dimensional Standards, as modified.

Table 13: Regional Commercial (C-2) District Dimensional Standards

Regional Commercial (C-2) District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	10,000 square feet
B	Lot Width (min.)	60 feet
C	Lot Depth (min.)	N/A
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.) (Conventional Context)	25 feet
	Front Yard BTZ (Walkable Context)	0-10 feet
F	Rear Yard (min.)	10 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	15 feet
Building Requirements		
J	Building Height (max.)	85 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 – Performance Standards

(d) Special Regulations.

(1) Any building with multiple stories and greater than 35 feet tall shall comply with the regulations specified in section 9.04.041(h)

(2) Bar Separation Standard. With respect to Regional Commercial (C-2) and Mixed Use (MU): Section 9.04.032(b)(3)(A) shall be amended to provide for no more restrictions than applicable state law.

(3) Section 9.04.032(b)(3)(B) shall not apply to Zone III.

(4) Front Yard Setbacks may follow one of two contexts: Conventional Context and Walkable Context.

- Conventional Context: Allows for a deeper setback or parking between the front property line and the building, in which case the minimum front yard setback shall be a minimum of twenty-five (25) feet.
- Walkable Context: Allows for a walkable streetscape where buildings front on a minimum eight (8) foot wide sidewalk, in which case the Build-To-Zone shall be between zero (0) and ten (10) feet.

L. Mixed-Use Nodes ("Sherley Squares")

(a) Purpose. The four permitted Mixed-Use Nodes are intended to provide amenities and services at the neighborhood scale. Retail located within these areas should be responsive to its residential context. The Mixed-Use Nodes shall be located on sites not more than two acres, with a building height maximum of two stories and separated by 1,000 feet from another Mixed-Use Node.

(b) Uses. Permitted uses shall include the uses from the Local Commercial (C-1) District.

(c) Dimensional Standards. Development in the Mixed-Use Nodes District shall follow the following Dimensional Standards.

Mixed Use Nodes (Sherley Squares) Criteria

Mixed-Use Nodes District Dimensional Standards		
Lot Requirements		
A	Lot Area (min.)	N/A
B	Lot Width (min.)	25 feet
C	Lot Depth (min.)	N/A
D	Lot Coverage (max.)	N/A
Setback Requirements		
E	Front Yard (min.) (Conventional Context)	25 feet
	Front Yard BTZ (Walkable Context)	0-10 feet
F	Rear Yard (min.)	15 feet
G	Side Yard (min.)	5 feet
H	Corner Side Yard (min.)	10 feet
Building Requirements		
I	Frontage Buildout (min.)	50%
J	Building Height (max.)	40 feet
Additional Applicable Requirements within the Zoning Ordinance		
Sec. 9.04.041 – Dimensional Regulations Sec. 9.04.042 – Site Design Requirements Sec. 9.04.043 – Parking Sec. 9.04.044 – Loading Sec. 9.04.045 – Landscaping		Sec. 9.04.046 – Screening and Fencing Sec. 9.04.047 – Outdoor Lighting Sec. 9.04.048 – Trash Sec. 9.04.049 –Performance Standards

(d) Special Regulations.

- Bar Separation Standard. Mixed Use (MU): Section 9.04.032(b)(3)(A) shall be amended to provide for no more restrictions than applicable state law. Front Yard Setbacks may follow one of two contexts: Conventional Context and Walkable Context.
  - Conventional Context: Allows for a deeper setback or parking between the front property line and the building, in which case the minimum front yard setback shall be a minimum of twenty-five (25) feet.
  - Walkable Context: Allows for a walkable streetscape where buildings front on a minimum eight (8) foot wide sidewalk, in which case the Build-To-Zone shall be between zero (0) and ten (10) feet.

SECTION 7. SITE DESIGN REQUIREMENTS

A. Revise Sec. 9.04.042 Site Design Requirements to read:

(a) Purpose. The purpose of this Section is to establish minimum standards for the appearance of development and corresponding site elements that are recognized as enhancing property values and that are in the interest of the general welfare of the City.

(b) Applicability. This section applies to all single-family, two-family, multi-family, mixed-use, and non-residential developments for new construction. All development shall comply with the requirements established by the Anna Fire Marshal.

(c) **Single-Family Residential Standards**. Residential structures in Zones I & II shall conform to the following residential design standards.

(1) **FOR LOT TYPES A (1/2 acre lots), B (100' lots), C (90' lots) and D (80' lots):**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of seventy-five percent (75%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety, a maximum of 25% of the homes on lot types A, B, C and D may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Wrap around covered porches are provided on the first floor that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(2) **FOR LOT TYPES E (70' lots), F (60' lots), G (50' lots), H (40' lots):**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety, a maximum of 35% of the homes on lot types E, F, G and H may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Wrap around covered porches are provided that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(3) **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Lot.

(4) **Chimneys**. All exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

(5) **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed.

(6) **Windows**.

i. All window framing shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

ii. Window shutters may be used. Window shutters shall be painted, stained wood, or fiberglass.

iii. No reflective window coverings or treatments shall be permitted.

(7) **Garage Doors.** Garage doors shall be constructed of either metal or wood.

(8) **Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

(9) **Placement of exterior materials.** Notwithstanding the minimum and maximum percentages of building materials allowed on residential homes (shown above), any break from one material to another shall follow the natural lines and design features of the architectural plan. A change from one material to another cannot be arbitrarily assigned without consideration of the specific façade for which it is designed. The Director of Development Services shall have final approval of any residential elevation submitted for construction.

(10) **Alternate stucco architecture**. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, Southwest, or Modern, then the use of stucco as the primary or exclusive material may be approved by the Director in lieu of other exterior material standards. All elements of the architectural style must be incorporated, including but not limited to clay roof tiles, typical of the style. Residences with primarily stucco finishes shall be accented with heavy wood beams, stonework, or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered. Only three-step stucco (or its equivalent) is allowed.

(11) **Building Articulation.** At least four facade articulation techniques are required on each single-family dwelling to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(A) One of the following:

- A base course or plinth course;
- Banding, moldings, or stringcourses;
- Quoins;
- Oriels;
- Cornices;
- Arches;
- Balconies;
- Brackets;
- Shutters;
- Keystones;
- Dormers; or
- Louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- Dormers or gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances

- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

(B) Horizontal banding continues the length of the wall that faces a street or other similar highly visible areas.

(C) Front porch of at least 50 square feet.

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

(E) Other techniques for building articulation can be substituted if approved by the Director.

(12) **Roof Treatment** ~~Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".~~

(A) Structures constructed on all lots shall have a composition, slate, metal, clay tile or cement/concrete tile roof.

(B) The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

(C) Composition roof shingles must be laminated and have a minimum warranty of 30 years.

(D) The main roof pitch of visible roofs shall have a minimum slope of 6" in 12", exclusive of secondary roofs that include patios, porches, bay windows and other features that are accents of the structure and not part of the main roof. Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

(E) Flat or negligible slope roofs are permitted.

(13) **Fenestration.** Windowless exterior elevations that face a public right-of-way or other similar highly visible areas are prohibited. On two-story structures, windows are required on the first and second stories facing a public right-of-way.

(14) **Garages.**

(A) On front entry garages, the face of a garage shall not:

i. Extend more than ten feet beyond the remainder of the front elevation of the primary living area of a dwelling; or

ii. Be over 60% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area.

(B) Front Loaded Garages:

i. Minimum: 2-car garage

ii. Maximum: 5-car garage

iii. Garage Doors Facing Street: No more than 3 single-loaded doors are allowed to face the street. Any third street facing garage door must be recessed a minimum of three feet (3') from other garage doors.

iv. One Double Garage Door and One Single Garage Door allowed.

v. Three single garage doors; single garage door nearest to the adjacent side yard must be recessed a minimum of three feet (3') from other garage doors.

vi. Construction Material: Painted Metal, Wood, or Fiberglass

vii. Prohibited: Carports

viii. Exceptions: Tandems are allowed

(C) Rear Loaded Garages:

i. Minimum: 2-car garage

ii. Maximum: 3-car garage tandem

iii. Garage Doors Facing Alley: No more than 2 single-loaded doors or 1 double-loaded door

iv. Construction Material: Painted Metal, Wood, or Fiberglass

v. Prohibited: Carports

vi. Exceptions: Tandems are allowed

(15) **House Repetition / Plan Spacing.**

(A) Same Plan and same elevation can be repeated on the same side of the street every fourth (4th) Lot (see A)

(B) Same Plan and same elevation cannot be repeated across the street or diagonal from any other plan (see B)

(C) Different plan with elevations considered the "same as" another plan and elevation on the same side of the street can be repeated third lot (see E)

(D) Different plan with elevations considered the "same as" another plan and elevation cannot be repeated across the street or diagonal from another plan (see F)

(E) Where a street ends in a cul-de-sac, each dwelling fronting the cul-de-sac shall have a different elevation.

Plan	Elevation	Street Side	# of Lots Between	Key
Same	Same	Same	3	A
Same	Same	Opposite	2	B
Same	Different	Same	2	C
Same	Different	Opposite	1	D
Different	Considered Same As	Same	2	E
Different	Considered Same As	Opposite	1	F

A	D	F	B	A			
F		C	D	E	C	B	E

Notes:

1) The repetition requirements only apply to single family detached units and the street facing units of a Garden Home cluster.
2) Documentation of lot repetition tracking shall be available from the Developer upon request from the City of Anna for verification as-needed.

(d) **Single-Family Attached (including without limitation individual-lot townhome), Garden Home, Two-Family Dwelling (including without limitiaton individual-lot duplex) and Cottage Home Standards**

(1) **FOR LOT TYPES I (Single-Family Attached), J (Garden Homes), Two-Family Dwelling and Cottage Homes:**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of fifty percent (50%) brick, stone or stucco. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, and chimneys. Cementitious fiber board may also be used for other architectural features as approved by the Director of Development Services.

ii. To promote architectural variety the Garden Homes and Cottage Homes may have up to 100% cementitious fiberboard ("Craftsman Style" homes) so long as the following conditions are met:

- Covered porches are provided that total a minimum of 150 square feet.
- No more than two (2) paint colors may be used on the exterior of the house and they must be earth tones that complement each other (main house vs. trim)
- The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

(2) Building Articulation. At least two facade articulation techniques are required on each detached or attached residential dwelling unit to add variety and interest to a building. The following features are acceptable techniques of exterior articulation.

(A) One of the following:

- A base course or plinth course;
- Banding, moldings, or stringcourses;
- Quoins;
- Oriels;
- Cornices;
- Arches;
- Balconies;

- Brackets;
- Shutters;
- Keystones;
- Dormers; or
- Louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)
- Carriage style garage doors
- Decorative brick patterning
- Architectural pillars or posts
- Bay Window facing the street
- Brick or Stone chimney on the exterior wall
- Stone Accents
- Covered front porches (minimum (60) square feet covered by main roof or an architectural extension) May encroach into the front setback up to ten feet (10') provided there is a minimum five feet (5') of the front yard space from the back of sidewalk to the front facing façade of the porch. Minimum porch depth is five feet (5').
- Cupulas or turrets
- Dormers or gables
- Roof accent upgrades (e.g. metal, tile, slate, solar tiles)
- Recessed entries a minimum of three (3) feet deeper than main front façade
- Greater than 8:12 primary roof pitch, or variable roof pitches
- Transom windows
- Shutters
- Masonry Arches
- Mixed Masonry patterns
- Coach lights at entrances
- Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail)
- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by City Building Official)

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

(C) Front porch of at least 50 square feet.

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

(E) Other techniques for building articulation can be substituted if approved by the Director.

~~Roof Treatment. Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".~~

(3) Fenestration. Windowless exterior elevations facing a public right-of-way or other highly visible areas are prohibited. On two-story structures, windows are required on the first and second stories facing a public right-of-way.

(4) Garages.

(A) On front entry garages, the face of a garage shall not:

i. Extend more than ten feet beyond the remainder of the front elevation of the primary living area of a dwelling; or

ii. Be over 60% of the total frontage width of a dwelling. Porches or columns are not considered part of the front elevation of the primary living area. Two-Family Dwelling and Duplex Units are exempted from this requirement.

(B) Where used Front Loaded Garages shall meet the following standards:

i. Minimum: 1-car garage

ii. Construction Material: Painted Metal, Wood, or Fiberglass

iii. Exceptions: Tandems Garages are allowed. Carports in the rear of the structure are allowed.

(C) Where used Rear Loaded Garages shall meet the following standards:

i. Minimum: 1-car garage

ii. Garage Doors Facing Alley: No more than 2 single-loaded doors or 1 double-loaded door

iii. Construction Material: Painted Metal, Wood, or Fiberglass

iv. Exceptions: Tandems Garages are allowed. Carports in the rear of the structure are allowed. Cottage Homes are not required to have an attached garage.

(5) Unit Repetition.

(A) Single family detached dwelling units with substantially identical exterior elevations can only repeat every four (4) units when fronting the same right-of-way, fire lane, or easement, including both sides of that right-of-way, fire lane, or easement as approved by Developers and secondary review by City as a part of building permit review.

(B) Single family detached dwelling units side by side or across each other within one unit (directly across or "caddy corner") shall not have substantially identical exterior elevations.

(C) The repetition requirements only apply to single family detached units and the street facing units of a Garden Home cluster, Two-Family Dwelling, and Duplex Units, and Cottage Homes and Cottage Home Units, not Single-Family Attached or Townhome Units

(D) For Two-Family Dwelling and Duplex Units and Cottage Homes and Cottage Home Units, project covenants will require (i) a variation in facade articulation (e.g., locations of porches, entrances, and recessed elevations) between immediately adjacent buildings, and (ii) that dwelling units with substantially identical exterior elevations can repeat only once every three (3) units when fronting the same street as approved by Developers and secondary review by City as a part of building permit review.

(E) For Single-Family Attached and Townhome Units project covenants will require a variation in exterior colors or materials between immediately adjacent buildings without requiring different elevations.

(e) **Nonresidential Standards.**

(1) Building Articulation.

(A) The front and two sides of all buildings shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.

(B) Elevations that are 60 ~~50~~ feet or longer in horizontal length require at least one ~~two~~ offset (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.

(C) The height of those offsets is equal to the building's height at the location of the offset.

(2) Roof Treatment.

(A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements.

(B) Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.

(3) Fenestration.

(A) The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions, and other elements is generally required.

(B) Any glass with a visible light reflectance rating of 25% or greater is prohibited.

(4) Elements. All buildings or developments shall be required to provide at least two of the following elements:

(A) The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.

(B) The front and two sides of all building elevations shall feature at least one facade offset (recess or projection) of at least five feet in depth for every 60 ~~50~~ feet of horizontal length.

(C) All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature ~~of at least 50 square feet~~.

(f) **Mixed-Use Standards**

(1) Building Articulation.

(A) Buildings facing a local street shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.

(B) Elevations 50 feet or longer in horizontal length require at least two offsets (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.

(C) The height of those offsets is equal to the building's height at the location of the offset.

(D) Columns and piers shall be spaced no farther apart than the height of the column or pier.

(2) Roof Treatment.

(A) Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements. [Discuss]

(B) Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.

(C) Mansard roofs are prohibited.

(3) Fenestration.

(A) The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions, and other elements is required.

(B) Any glass with a visible light reflectance rating of 25% or greater is prohibited.

(4) Ground Floor.

(A) A mixed-use ~~development's ground or first floor is reserved for commercial uses, such as retail, office, and restaurant uses.~~ development shall have ground or first floor frontage and access reserved for commercial uses, such as retail, office, and restaurant uses. Partial use of the first floor for residential, and upper floor use of building for commercial, retail, office, and restaurant is at the discretion of the applicant.

(B) For those mixed-use developments incorporating live-work units, the first floor may be shared with residential and commercial uses.

(C) The ground floor shall have a minimum ceiling height of 14 feet if contains commercial.

(5) Elements. All buildings or developments shall be required to provide at least two of the following elements:

(A) The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.

(B) All building elevations shall feature at least two facade offsets (recess or projection) of at least five feet in depth for every 50 feet of horizontal length.

(C) All building elevations shall feature at least three distinct roof lines.

(D) All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature of at least 50 square feet.

(E) Other similar architectural features as approved by the Director.

(6) Amenities.

(A) A mixed-use development shall provide a minimum of two amenities.

(B) The amenities below may be used to fulfill the requirements. Each amenity counts as one required amenity towards the requirements; however, multiples of the same amenity do not count towards the requirements. Additionally, to provide flexibility in development design, the Director may approve different amenities that agree with the purpose of this Sec. 9.04.042.

(i) Swimming pool (minimum 850 square foot surface area) with cooling deck (minimum ten feet wide in all areas);

(ii) Jacuzzi or hot tub area (minimum 50 square foot area);

(iii) At least two barbeque grills or one grill per 100 units, whichever is greater, with shaded seating areas, all barbeque grills shall be:

a. Serviced with propane or other gas, and

b. Be built into a structure incorporated into an adjacent amenity (i.e., pool or seating area)

(iv) Ramada(s), arbor(s), and/or trellis(es) covering at least 1,000 square feet of recreation space;
(v) A dog park that is at least 5,000 square feet in area that:
  a. Is enclosed by a minimum five-foot tall vinyl-coated chain link fence;
  b. Uses grass, wood chips, or a combination of the two as surface materials; and
  c. Provides at least one dog waste station that includes a bag dispenser and waste receptacle installed along the perimeter of the enclosure for every 2,500 square feet of the associated dog park.
(vi) Fitness center/weight room (minimum 500 square feet);
(vii) Business center (minimum 500 square feet); (viii)Media room (minimum 500 square feet).
(viii) A Plaza with hardscape features at least 3,000 square feet in area that is designed for use by, and to complement, the ground floor mixed-use
(ix) A civic center or other publicly accessible facility (e.g., reading room)

SECTION 8. ZONING LANDSCAPING CHANGES

Revise 9.04.045 Landscaping to read:

(1) Residential Development.
  (A) Generally.
    (i) Applicants are required to plant the amount established in Table 27: Residential Planting Requirements per lot prior to obtaining a certificate of occupancy.
    (ii) Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.
  (B) Requirements.
    (i) Trees selected from the canopy tree list in this Section shall be planted on all single-family and two-family lots.
    (ii) At least one of the trees must be placed in the front yard of the lot. A street tree shall be considered a front yard tree.
    (iii) For all residential properties, common areas, and open space lots, applicants are required to plant one canopy tree per 40 linear feet of street frontage. Trees may be grouped or clustered to facilitate site design.
    (iv) The following minimum standards apply as established in Table 27: Residential Planting Requirements. An applicant shall choose one of three planting options. An applicant may plant the required canopy trees, ornamental trees, or a combination of canopy and ornamental trees specified in Table 27: Residential Planting Requirements. If a street tree agreement is in place then those trees will count towards the totals in Table 27:Residential Planting Requirements. Street trees may be canopy trees. To accommodate modified Mixed-Density Residential types the requirement shall follow the following standards:
      a. Garden Homes: One canopy tree per unit for homes not fronting on the street. Street fronting units shall utilize the street tree to meet the yard tree requirement.
      b. Two-Family Dwelling: One tree per two attached Two-Family units shall satisfy the Two-Family front yard planting requirement.
      c. Cottage Homes: One canopy tree or one ornamental tree for every two units.
      d. Single-Family Attached: One Canopy Tree for every two Single-Family Attached units.
    (v) Minor modifications: The Director of Development Services or his/her designee is authorized to administratively approve modifications to the landscaping requirements necessitated by conflicting requirements for public or franchise utilities or drainage improvements.

Revise 9.04.045.d.12 to read:

~~No tree shall be plated closer than four feet to a right-of-way line nor closer than eight feet to a public utility line (water or sewer), unless no other alternative is available. Further, a landscaping area in which trees are to be provided shall not conflict with a utility easement, unless no alternative is available.~~ Tree planting in proximity to right-of-way shall be governed by the street tree exhibits included in **Exhibit D** of the Development Agreement.

SECTION 9. ARTICLE 9.05 SIGN ORDINANCE

1. **Section 9.05.018 Detached Signs**

(d) Subdivision Entry Signs

Definition.

(1)

Subdivision Entry Sign. A sign which may be a freestanding monument or attached to a subdivision wall located at the entry of a platted subdivision from a local, collector, or arterial street.

(2) Standards.

Generally. Table 3-7 establishes the standards for subdivision entry signs.

Table 3-7: Subdivision Entry Sign Standards

Sign District → Requirement ↓	**AE**	**SF**	**MR**	**CM**	**MU**	**DT**	**IN**
General							
Allowed?	Y	Y	Y	N	Y	N	Y
Permit Required?	Y	Y	Y	--	Y	--	Y
Number per entrance (max.)	1	2	2	--	2	--	2
Dimensions							
Sign Area (max.)	150 sf	200 sf	150 sf	--	~~150 sf~~ 200 sf	--	150 sf
Sign Height (max).	6 ft	~~6 ft~~ 15 ft	6 ft	--	~~6 ft~~ 15 ft	--	8 ft

Setbacks							
From ROW	5 ft	5 ft	5 ft	--	5 ft	--	5 ft
Features							
Electronic Message Center	N	N	N	--	N	--	N
Changeable Copy	N	N	N	--	N	--	N
Channel Letters	Y	Y	Y	--	Y	--	Y
Internal Illumination	N	N	N	--	N	--	N
External Illumination	Y	Y	Y	--	Y	--	Y
Halo Illumination	Y	Y	Y	--	Y	--	Y
Additional Information							
Key	Y = yes, a permit is required or the feature is allowed | N = no/ not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply						
Sign District Summary	AE = AG district and ETJ | SF = SF-20.0- SF-6.0 districts | MR = MD and MF districts | CM = C-1 and C-2 districts |MU = MU district | DT = DT district | IN = I-1 and I-2 districts						

(B) Number and Location

(i) Two (2) subdivision entry signs may be located at the intersection of a collector or arterial street and an entry street or private driveway into a subdivision. ~~The signs shall be configured as follows.~~

a. ~~Two (2) signs with one (1) sign face each located on opposite sides of the entry street private driveway;~~

~~b. One (1) sign with two (2) faces located within a landscaped areas dividing two (2) one-way entry streets or private driveways;~~

~~c. One (1) sign located on one (1) side of the entry street or private driveway; or~~

~~d. One (1) sign located on an archway above the entry street or private driveway~~

(ii) Subdivision entrances from a right-of-way greater than 60 feet shall require signage. Secondary entrance connecting to other neighborhoods may be allowed but are not required.

(C) Design and Installation.

(i) Subdivision entry signs shall be constructed with stone, brick, concrete, metal, routed wood planks or beams, or similar durable, weatherproof materials.

(ii) All subdivision entry signs shall be landscaped around the base of the sign in an area equal to four square feet for each square foot of sign areas. In case where the location of the sign could not accommodate such landscape areas, the area may be reduced up to 50% at the Directors' discretion.

(iii) When electrical service is provided to a subdivision entry sign, all electrical service shall be underground

SECTION 11. DEFINITIONS

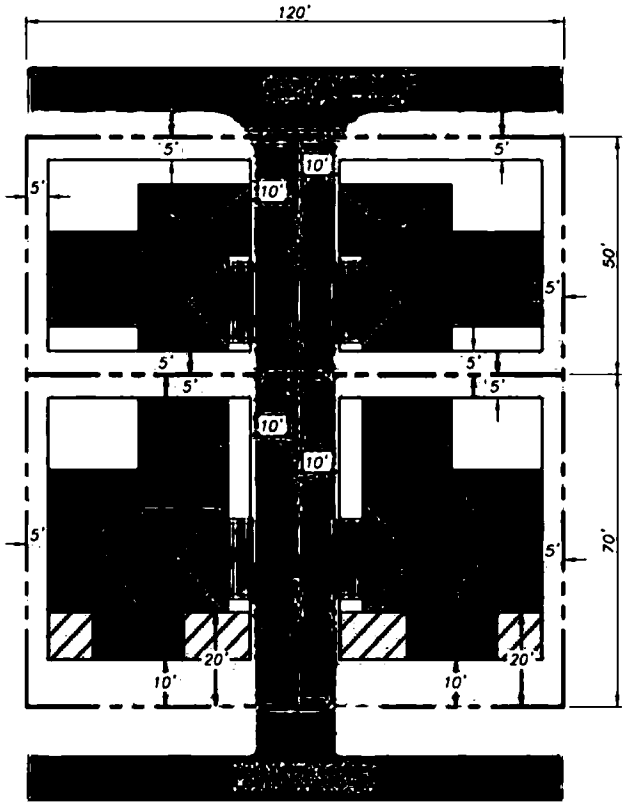
Sec. 9.04.081 Land Use Terms

Agritainment:

Events and activities that allow for education, culinary experiences, recreation, entertainment, and tourism that is in conjunction with on-going agricultural activities on-site (examples include corn mazes, hayrides, classes, food festivals and petting zoos).

Garden Homes:

A configuration of single family detached units that are in a cluster of 4-6 units with a shared access easement driveway and a minimum of 2 homes facing the street. See conceptual example figure with approximate dimensions and attributes.



Garden Home Unit:

A configuration of single family detached units, on a shared lot, that are in a cluster of 4-6 units with a shared access easement driveway and a minimum of 2 homes facing the street. See conceptual example figure above with approximate dimensions and attributes except that for a Garden Home Unit it would be a single shared lot.

Mini-Warehouse/Public Storage:

~~A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units.~~

A building containing separate, individual, self-storage units of 500 square feet or less for rent or lease.

The conduct of sales, business, or any activity other than storage or ancillary goods and services (e.g., insurance, moving boxes, tape or other equipment) shall be prohibited within any individual storage unit.

Shared Workspace:

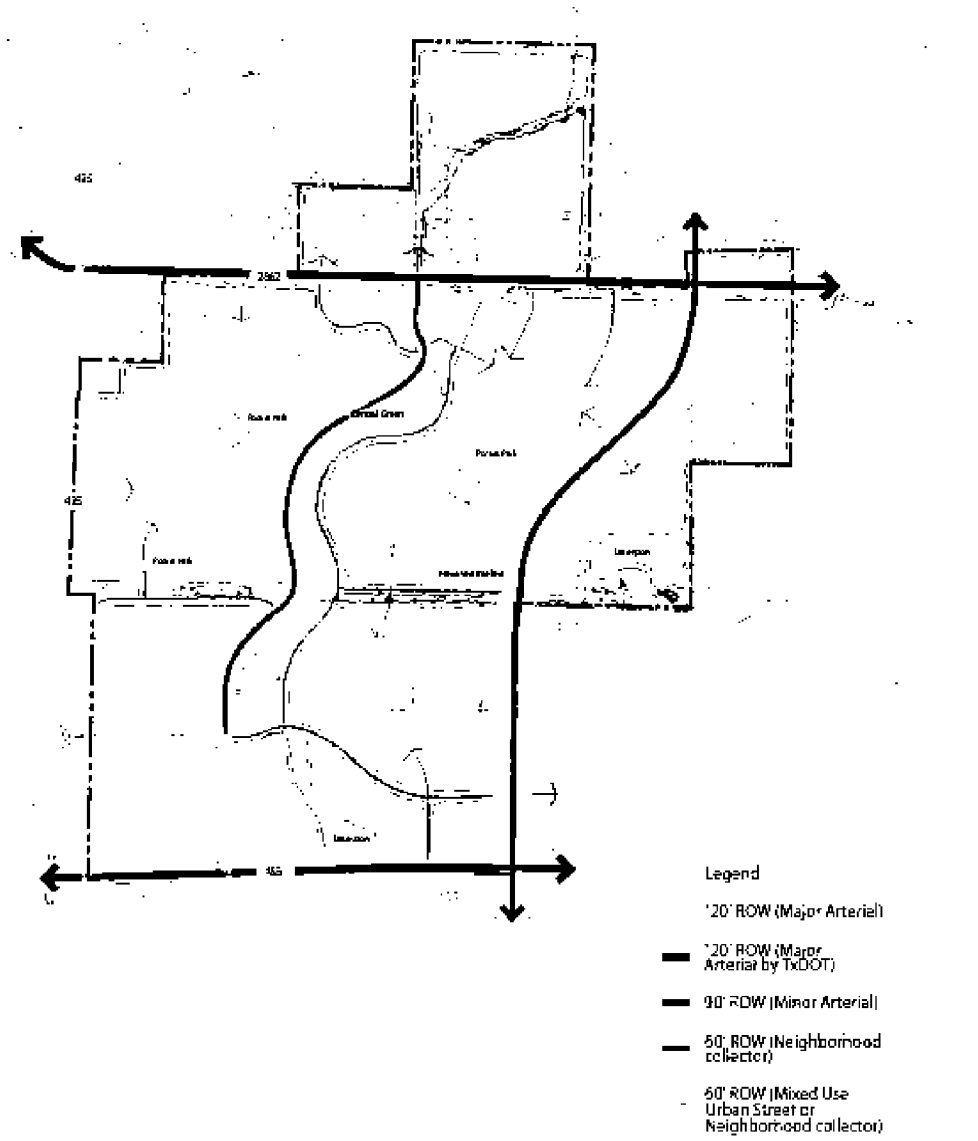
An accessory commercial use that is a shared work area that may be in an enclosed building and/or outdoor spaces intended as an amenity to support small-scale employment, hobbies, or crafts in proximity to residential uses.

Cottage Home Unit:

A configuration of single family detached units, on a shared lot, with the same architectural style as the Cottage Home Residential District.

SECTION 11. ATTACHMENTS

A. Attachment Road Network and Street Sections



TBG Sherley Farms

Anna, Texas

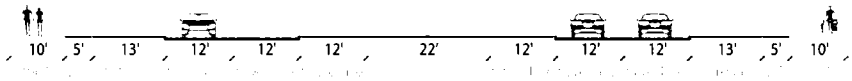
04/25/24

street section map

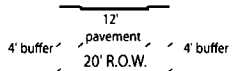
The information shown is conceptual and is subject to change as part of future construction plans and platting submittals. Street classifications and alignments are subject to future traffic studies (traffic impact analysis (TIA)).

TBG
2001 Bryan St. Suite 1450
Dallas, Texas 75201
(214) 744-0757 tbgpartners.com

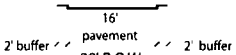
0 800' 1600'



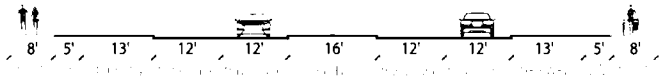
46' median refuge
120' R.O.W.
Major Arterial



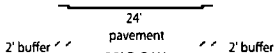
20' R.O.W.
Residential Alley



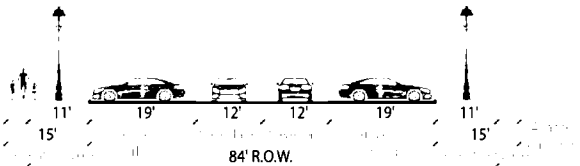
20' R.O.W.
Commercial Alley



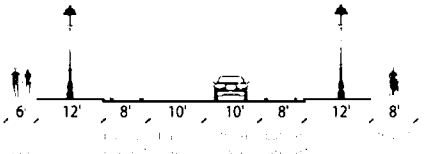
90' R.O.W.
Minor Arterial



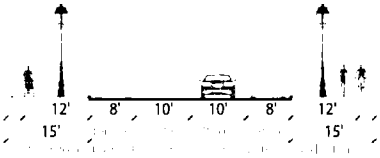
28' R.O.W.
Mews Alley



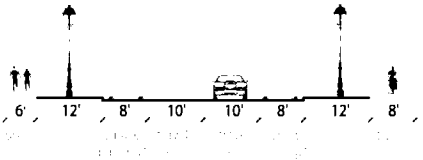
84' R.O.W.
Urban Avenue*



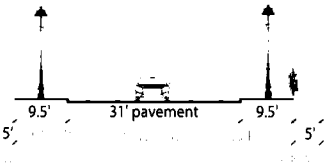
60' R.O.W.
Neighborhood Collector



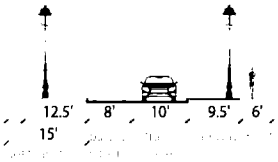
60' R.O.W.
Mixed Use Urban Street



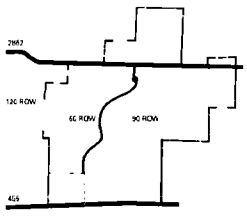
60' R.O.W.
Neighborhood Collector



50' R.O.W.
Neighborhood Street



40' R.O.W.
Urban Oneway Court

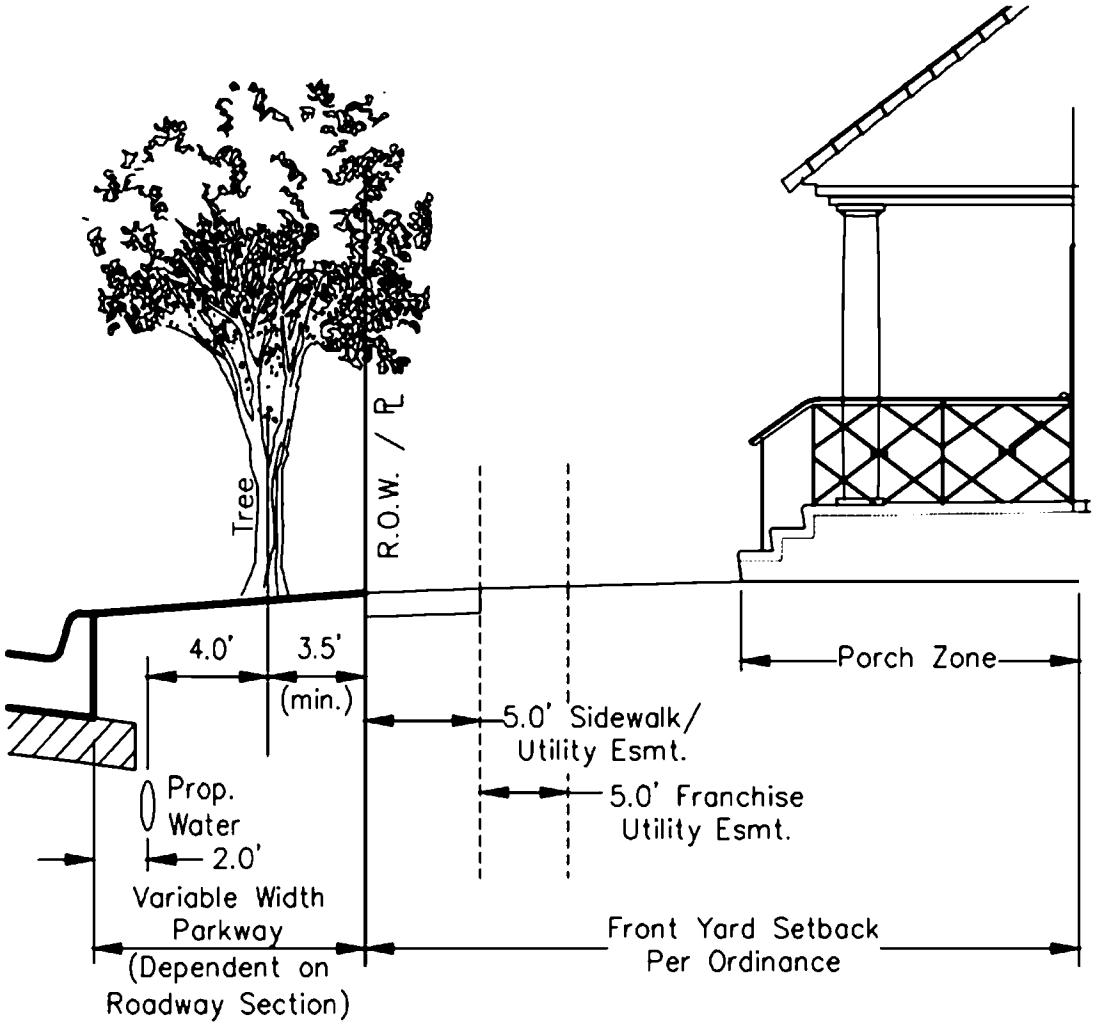


TBG sherley farms street sections

Anna, Texas
03/11/2024

0 10' 20' 40'

B. Street Tree Details



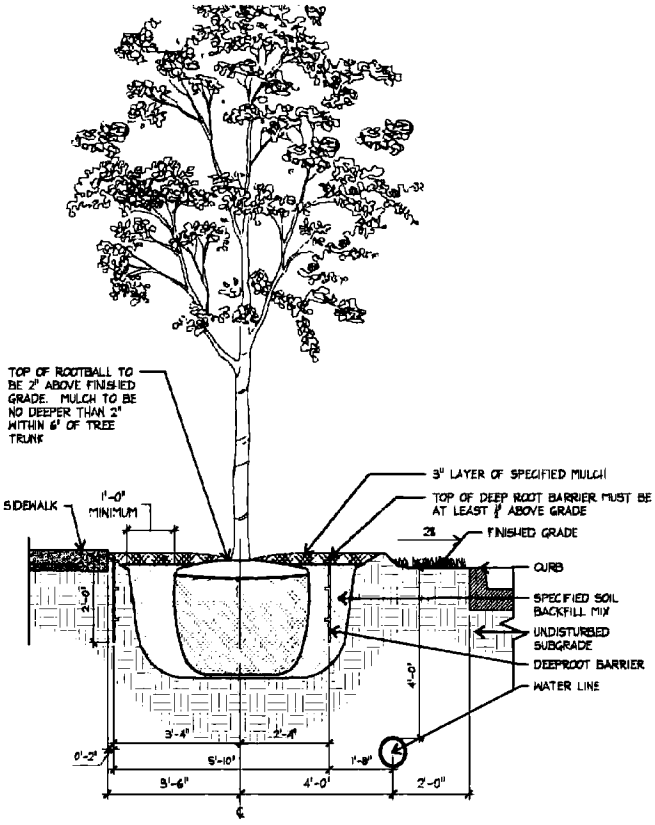
Note:
1. See typical root barrier detail for specifics on root barrier layout.
2. Street tree location shall comply with all City of Anna visibility requirements.

STREET TREE LAYOUT DETAIL

(N.T.S.)

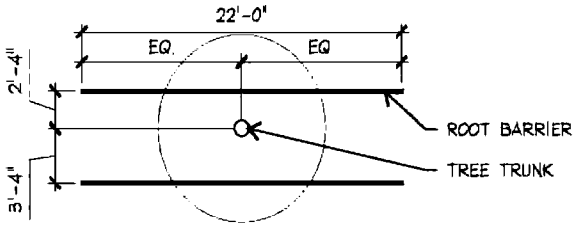
PAGE 1 OF 1

SPIARS ENGINEERING & SURVEYING



1 Typical Root Barrier Detail

PLAN/SECTION



PLAN VIEW

Surround Style Planting with Deeproot Universal Barriers

When selecting the Surround style planting application you will have the greatest success by following these simple steps as illustrated below:

A. Prepare the initial planting hole as illustrated below. This is based upon the combination of desired barrier diameter and depth. Consider if drainage devices or amendments are needed to correct any adverse soil or planting conditions in the backfill area.

B. Assemble the appropriate number of DeepRoot Universal Barrier panels. The vertical root deflecting ribs on the panel must face inward, toward the root ball. (This is very important, otherwise the roots will become girdled by traveling around the smooth walled surface)

C. Next place the barrier in the center of the planting hole, keeping in mind that the double top edge of the barrier should be positioned approximately 1/2" (13mm) above grade. This helps retard potential root overgrowth. Failing to position the top edge above grade can allow root overgrowth which can lead to uprooted hardscapes.

D. Backfill and compact with soil inside the barrier to the level where the bottom of the root ball will be when positioned correctly with the crown of the root ball approximately 1" (25mm) above grade.

E. Remove the tree from its container, or cut away the top portion of burlap and position in the center of the barrier. Complete the backfill of the soil. Eliminate evenly to maintain the shape of the barrier and compact the backfill every 4"-6" (10cm–15cm). Roots will die quickly if left exposed to the elements so keep exposure of the roots to a minimum.

F. If staking or guying is required we recommend using the soft, safe and economical alternative to traditional wire and hose, ArborTie (see www.deeproot.com for details)

G. If the tree(s) will be subject to maintenance work such as lawn mowing or weed trimming we strongly recommend the installation of ArborGard+ Tree Trunk Protectors which are placed around the base of young trees to protect them from damage by weed trimmers, lawn mowers and small rodents. (See www.deeproot.com)

H. Water and follow proper tree maintenance practices.

Trees do require care and nurturing after planting. Consult with your local supplier for proper care procedures for the species you are planting. The planting instructions given here are by no means a comprehensive guide. Rather they are general guidelines to planting with DeepRoot Barriers and a survey of current planting methods. Conditions will vary however and it is recommended that an Arborist be consulted before planting.

For additional information please visit our website at www.deeproot.com

For information regarding distributors please call 1 800 ILV ROOT (458.7668). For help with drainage or other difficult installation questions please call DeepRoot Technical Support at: 1 800 ROOT TEK (766.8835)

NOT TO SCALE

Exhibit E

Authorized Improvements and Budgeted Costs

Exhibit E - Authorized Improvements and Budgeted Costs

10/7/2024

Sherley Farms PID
Anna, Texas
Collin County

2,578 Lots
Typical Lot Size Varies

Prepared for

Tellus Group LLC

Prepared by

SPIARS
ENGINEERING & SURVEYING

Job #23.288

765 Custer Road, Suite 100
Plano, Texas 75075
Ph. 972.422.0077, Fax 972.422.0075
TBPE# F-2121

Exhibit E - Authorized Improvements and Budgeted Costs

Development Phase	Lot Count	PID Direct Costs			
		Cost Per Lot	Residential	Box Culvert & Detention	Total PID Direct
Phase 1	423	$52,063	$20,884,308	$1,138,483	$22,022,792
Phase 2	307	$52,529	$14,945,666	$1,180,672	$16,126,338
Phase 3	419	$48,737	$20,241,658	$179,200	$20,420,858
Phase 4	316	$62,172	$18,171,352	$1,475,072	$19,646,424
Phase 5	421	$53,579	$21,332,215	$1,224,704	$22,556,919
Phase 6	494	$47,777	$22,608,500	$993,536	$23,602,036
Phase 7	198	$71,503	$14,157,684	$0	$14,157,684
TOTAL	2578	$53,737	$132,341,384	$6,191,667	$138,533,051

Notes:
1. This summary table only shows PID eligible costs.
2. It is assumed that only Direct PID costs will be reimbursed. Items that would be classified as Major Improvements have been excluded.
3. Turn lanes, collector paving, box culverts, and detention costs have been included. It is assumed that they will be categorized as direct costs.

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Phase 1 Sherley Farms: Anna, Texas

Total Number of Lots: 423 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 82** **50's: 171** **60's: 137** **70's: 33**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$231,360.00	23,136	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$232,650.00	423	Lot	$550.00
Excavation	$380,700.00	423	Lot	$4,500.00
Rock Surcharge	$860,310.00	1	LS	$860,310.00
Water	$2,679,120.00	22,326	LF	$120.00
Storm Sewer	$3,701,760.00	23,136	LF	$160.00
Sanitary Sewer	$2,544,960.00	23,136	LF	$110.00
Paving (Residential)	$5,581,500.00	22,326	LF	$250.00
Paving (Collector)	$243,000.00	810	LF	$300.00
Paving (Mews Alley)	$321,400.00	1,607	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$231,360.00	23,136	LF	$10.00
Subtotal Hard Costs	$17,223,120.00			
On-Site Contingency (10%)	$1,722,312.00			
Total Hard Costs	$18,945,432.00		Lot	$44,788.26
SOFT COSTS				
Preliminary Engineering	$63,450.00	423	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,015,200.00	423	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$38,990.00	1	LS	$38,990.00
Soil Testing - Final Geotech	$83,550.00	111	Acre	$750.00
Re-Staking	$21,150.00	423	Lot	$50.00
Flood Study	$50,000.00	1	LS	$50,000.00
Environmental Studies	$20,000.00	1	LS	$20,000.00
Inspection Fees (4.0%)	$646,536.40	1	LS	$646,536.40
Total Soft Costs	$1,938,876.40		Lot	$4,583.63
RESIDENTIAL PID DIRECT COST	**$20,884,308.40**		**Lot**	**$ 49,371.89**

Phase 2 Sherley Farms: Anna, Texas

Total Number of Lots: 307 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 0** **50's: 134** **60's: 149** **70's: 24**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$171,390.00	17,139	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$168,850.00	307	Lot	$550.00
Excavation	$276,300.00	307	Lot	$4,500.00
Rock Surcharge	$567,060.00	1	LS	$567,060.00
Water	$2,056,680.00	17,139	LF	$120.00
Storm Sewer	$2,742,240.00	17,139	LF	$160.00
Sanitary Sewer	$1,380,940.00	12,554	LF	$110.00
Paving (Residential)	$4,284,750.00	17,139	LF	$250.00
Paving (Collector)	$0.00	0	LF	$300.00
Paving (Mews Alley)	$114,600.00	573	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$0.00	0	EA	$40,000.00
Turn Lanes (TXDOT)	$400,000.00	2	EA	$200,000.00
Signage (Includes CBUs)	$171,390.00	17,139	LF	$10.00
Subtotal Hard Costs	$12,349,200.00			
On-Site Contingency (10%)	$1,234,920.00			
Total Hard Costs	$13,584,120.00		Lot	$44,247.95
SOFT COSTS				
Preliminary Engineering	$46,050.00	307	Lot	$150.00
Engineering, Construction Staking, Administrative	$736,800.00	307	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$28,840.00	1	LS	$28,840.00
Soil Testing - Final Geotech	$61,800.00	82	Acre	$750.00
Re-Staking	$15,350.00	307	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$452,706.40	1	LS	$452,706.40
Total Soft Costs	$1,361,546.40		Lot	$4,435.00
RESIDENTIAL PID DIRECT COST	**$14,945,666.40**		**Lot**	**$ 48,682.95**

Phase 3 Sherley Farms: Anna, Texas

Total Number of Lots: 419 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 155** **50's: 102** **60's: 162** **70's: 0**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$211,780.00	21,178	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$230,450.00	419	Lot	$550.00
Excavation	$377,100.00	419	Lot	$4,500.00
Rock Surcharge	$772,476.00	1	LS	$772,476.00
Water	$2,252,040.00	18,767	LF	$120.00
Storm Sewer	$3,388,480.00	21,178	LF	$160.00
Sanitary Sewer	$2,329,580.00	21,178	LF	$110.00
Paving (Residential)	$4,691,750.00	18,767	LF	$250.00
Paving (Collector)	$723,300.00	2,411	LF	$300.00
Paving (Mews Alley)	$752,000.00	3,760	LF	$200.00
Paving (Alley)	$163,800.00	1,638	LF	$100.00
Turn Lanes (City)	$0.00	0	EA	$40,000.00
Turn Lanes (TXDOT)	$600,000.00	3	EA	$200,000.00
Signage (Includes CBUs)	$211,780.00	21,178	LF	$10.00
Subtotal Hard Costs	$16,719,536.00			
On-Site Contingency (10%)	$1,671,953.60			
Total Hard Costs	$18,391,489.60		Lot	$43,893.77
SOFT COSTS				
Preliminary Engineering	$62,850.00	419	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,005,600.00	419	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$41,160.00	1	LS	$41,160.00
Soil Testing - Final Geotech	$88,200.00	118	Acre	$750.00
Re-Staking	$20,950.00	419	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$611,408.24	1	LS	$611,408.24
Total Soft Costs	$1,850,168.24		Lot	$4,415.68
RESIDENTIAL PID DIRECT COST	**$20,241,657.84**		**Lot**	**$ 48,309.45**

Phase 4 Sherley Farms: Anna, Texas

Total Number of Lots: 316 **Based on Lot Count and Centerlines**

100's: 0 **TH: 19** **40's: 85** **50's: 71** **60's: 120** **70's: 21**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$202,180.00	20,218	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$173,800.00	316	Lot	$550.00
Excavation	$284,400.00	316	Lot	$4,500.00
Rock Surcharge	$732,786.00	1	LS	$732,786.00
Water	$2,087,640.00	17,397	LF	$120.00
Storm Sewer	$3,234,880.00	20,218	LF	$160.00
Sanitary Sewer	$2,223,980.00	20,218	LF	$110.00
Paving (Residential)	$4,349,250.00	17,397	LF	$250.00
Paving (Collector)	$846,300.00	2,821	LF	$300.00
Paving (Mews Alley)	$564,600.00	2,823	LF	$200.00
Paving (Alley)	$56,300.00	563	LF	$100.00
Turn Lanes (City)	$160,000.00	4	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$202,180.00	20,218	LF	$10.00
Subtotal Hard Costs	$15,133,296.00			
On-Site Contingency (10%)	$1,513,329.60			
Total Hard Costs	$16,646,625.60		Lot	$52,679.19
SOFT COSTS				
Preliminary Engineering	$47,400.00	316	Lot	$150.00
Engineering, Construction Staking, Administrative	$758,400.00	316	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$35,385.00	1	LS	$35,385.00
Soil Testing - Final Geotech	$75,825.00	101	Acre	$750.00
Re-Staking	$15,800.00	316	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$571,916.64	1	LS	$571,916.64
Total Soft Costs	$1,524,726.64		Lot	$4,825.08
RESIDENTIAL PID DIRECT COST	**$18,171,352.24**		**Lot**	**$ 57,504.28**

Phase 5 Sherley Farms: Anna, Texas

Total Number of Lots: 421 **Based on Lot Count and Centerlines**

100's: 0 **TH: 0** **40's: 173** **50's: 139** **60's: 81** **70's: 28**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$230,850.00	23,085	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$231,550.00	421	Lot	$550.00
Excavation	$378,900.00	421	Lot	$4,500.00
Rock Surcharge	$813,556.50	1	LS	$813,556.50
Water	$2,625,120.00	21,876	LF	$120.00
Storm Sewer	$3,693,600.00	23,085	LF	$160.00
Sanitary Sewer	$2,264,350.00	20,585	LF	$110.00
Paving (Residential)	$5,469,000.00	21,876	LF	$250.00
Paving (Collector)	$362,700.00	1,209	LF	$300.00
Paving (Mews Alley)	$1,087,000.00	5,435	LF	$200.00
Paving (Alley)	$57,600.00	576	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$230,850.00	23,085	LF	$10.00
Subtotal Hard Costs	$17,660,076.50			
On-Site Contingency (10%)	$1,766,007.65			
Total Hard Costs	$19,426,084.15		Lot	$46,142.72
SOFT COSTS				
Preliminary Engineering	$63,150.00	421	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,010,400.00	421	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$40,530.00	1	LS	$40,530.00
Soil Testing - Final Geotech	$86,850.00	116	Acre	$750.00
Re-Staking	$21,050.00	421	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$664,151.06	1	LS	$664,151.06
Total Soft Costs	$1,906,131.06		Lot	$4,527.63
RESIDENTIAL PID DIRECT COST	**$21,332,215.21**		**Lot**	**$ 50,670.34**

Phase 6 Sherley Farms: Anna, Texas

Total Number of Lots: 494 **Based on Lot Count and Centerlines**

100's: 0 **TH: 101** **40's: 143** **50's: 123** **60's: 91** **70's: 36**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$238,060.00	23,806	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$271,700.00	494	Lot	$550.00
Excavation	$444,600.00	494	Lot	$4,500.00
Rock Surcharge	$795,220.50	1	LS	$795,220.50
Water	$2,195,760.00	18,298	LF	$120.00
Storm Sewer	$3,808,960.00	23,806	LF	$160.00
Sanitary Sewer	$2,299,110.00	20,901	LF	$110.00
Paving (Residential)	$4,574,500.00	18,298	LF	$250.00
Paving (Collector)	$1,652,400.00	5,508	LF	$300.00
Paving (Mews Alley)	$817,600.00	4,088	LF	$200.00
Paving (Alley)	$409,700.00	4,097	LF	$100.00
Turn Lanes (City)	$80,000.00	2	EA	$40,000.00
Turn Lanes (TXDOT)	$800,000.00	4	EA	$200,000.00
Signage (Includes CBUs)	$238,060.00	23,806	LF	$10.00
Subtotal Hard Costs	$18,640,670.50			
On-Site Contingency (10%)	$1,864,067.05			
Total Hard Costs	$20,504,737.55		Lot	$41,507.57
SOFT COSTS				
Preliminary Engineering	$74,100.00	494	Lot	$150.00
Engineering, Construction Staking, Administrative	$1,185,600.00	494	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$40,635.00	1	LS	$40,635.00
Soil Testing - Final Geotech	$87,075.00	116	Acre	$750.00
Re-Staking	$24,700.00	494	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$671,652.42	1	LS	$671,652.42
Total Soft Costs	$2,103,762.42		Lot	$4,258.63
RESIDENTIAL PID DIRECT COST	**$22,608,499.97**		**Lot**	**$ 45,766.19**

Phase 7 Sherley Farms: Anna, Texas

Total Number of Lots: 198 **Based on Lot Count and Centerlines**

100's: 150 **TH: 0** **40's: 0** **50's: 0** **60's: 0** **70's: 48**

	Total	Quantity	Unit	Unit Cost
ON-SITE CONSTRUCTION COSTS				
HARD COSTS				
Erosion Control	$163,040.00	16,304	LF	$10.00
SWPPP/Inspection	$15,000.00	1	LS	$15,000.00
Construction Materials Testing	$108,900.00	198	Lot	$550.00
Excavation	$178,200.00	198	Lot	$4,500.00
Rock Surcharge	$611,400.00	1	LS	$611,400.00
Water	$1,956,480.00	16,304	LF	$120.00
Storm Sewer	$2,608,640.00	16,304	LF	$160.00
Sanitary Sewer	$1,793,440.00	16,304	LF	$110.00
Paving (Residential)	$4,076,000.00	16,304	LF	$250.00
Paving (Collector)	$0.00	0	LF	$300.00
Paving (Mews Alley)	$0.00	0	LF	$200.00
Paving (Alley)	$0.00	0	LF	$100.00
Turn Lanes (City)	$200,000.00	5	EA	$40,000.00
Turn Lanes (TXDOT)	$0.00	0	EA	$200,000.00
Signage (Includes CBUs)	$163,040.00	16,304	LF	$10.00
Subtotal Hard Costs	$11,874,140.00			
On-Site Contingency (10%)	$1,187,414.00			
Total Hard Costs	$13,061,554.00		Lot	$65,967.44
SOFT COSTS				
Preliminary Engineering	$29,700.00	198	Lot	$150.00
Engineering, Construction Staking, Administrative	$475,200.00	198	Lot	$2,400.00
Survey (topo, tree, boundary, easements, etc.)	$35,945.00	1	LS	$35,945.00
Soil Testing - Final Geotech	$77,025.00	103	Acre	$750.00
Re-Staking	$9,900.00	198	Lot	$50.00
Flood Study	$20,000.00	1	LS	$20,000.00
Environmental Studies	$0.00	0	LS	$0.00
Inspection Fees (4.0%)	$448,360.00	1	LS	$448,360.00
Total Soft Costs	$1,096,130.00		Lot	$5,536.01
RESIDENTIAL PID DIRECT COST	**$14,157,684.00**		**Lot**	**$ 71,503.45**

Sherley Farms: Anna, Texas

Box Culvert & Detention Budget Summary

Quantities by Phase Development Item	5'X5' RCB	9'X8' RCB	6'x6' RCB	7'x6' RCB	8'X6' RCB	8'X7' RCB	Excavation	Headwall	Minor Outfall Structures	Emergency Spillway	Asphalt Removal and Replacement	Trench Safety	Storm Sewer Line Testing and TV Insp.	Phase Total	Construction Contingency 10.00%	Design & Staking 12.00%	Inspection Fees 4.00%	Maintenance Bond 2.00%	Total Cost
Phase 1	0	240	0	0	0	0	100000	2	0	1	0	240	240	$889,440	$88,944	$106,733	$35,578	$17,789	$1,138,483
Phase 2	0	0	0	0	400	0	0	6	0	0	0	400	400	$922,400	$92,240	$110,688	$36,896	$18,448	$1,180,672
Phase 3	0	0	0	0	0	0	30000	0	1	0	0	0	0	$140,000	$14,000	$16,800	$5,600	$2,800	$179,200
Phase 4	400	0	0	0	0	0	150000	2	0	0	1500	400	400	$1,152,400	$115,240	$138,288	$46,096	$23,048	$1,475,072
Phase 5	0	0	200	100	0	0	30000	6	1	0	0	300	300	$956,800	$95,680	$114,816	$38,272	$19,136	$1,224,704
Phase 6	200	0	0	0	0	0	25000	4	2	1	0	200	200	$776,200	$77,620	$93,144	$31,048	$15,524	$993,536
Phase 7	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Units	LF	LF	LF	LF	LF	LF	CY	EA	SY	SY	SY	LF	LF						
Unit Cost	$500	$1,200	$700	$750	$800	$850	$3	$100,000	$50,000	$100,000	$200	$1	$5						
Total Quantity	600	240	200	100	400	0	335,000	20	4	2	1,500	1,540	1,540						
TOTAL PROJECT COST	$300,000	$288,000	$140,000	$75,000	$320,000	$0	$1,005,000	$2,000,000	$200,000	$200,000	$300,000	$1,540	$7,700	**$4,837,240**	**$483,724**	**$580,469**	**$193,490**	**$96,745**	**$6,191,667**

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Sherley Farms - Assumptions

1 Estimate assumes that collector paving and drainage, box culvert, and stormwater detention improvements will be classified as direct improvements.

2 Landscape, amenity, and trail costs excluded from this estimate.

3 Estimate assumes that left turn lanes and/or escrows will be required at all entrances to development.

4 Estimate assumes utilites are stubbed to seller retained parcels and multifamily tract.

5 Estimate assumes that CR 424 will have a 36' B-B setion. Assumes that CR 424 extends across the entire property. This is a reduced section as compared with Anna's Master Thoroughfare Plan.

6 Estimate assumes the following street sections:12' E-E alleys, 27' B-B residential and 36' B-B collector.

7 Estimate reflects all eligible PID direct costs.

8 Drainage design accounts for undeveloped offsite flows. It is assumed adjacent properties will be required to detain when they develop.

9 Assumes no decelaration lanes will be required.

10 Assumes no right turn lanes will be required.

11 Assumes culverts under FM 455 will require a portion of the existing TxDOT road to be demolished and re-installed.

Exhibit F-1

Major Sewer Improvements

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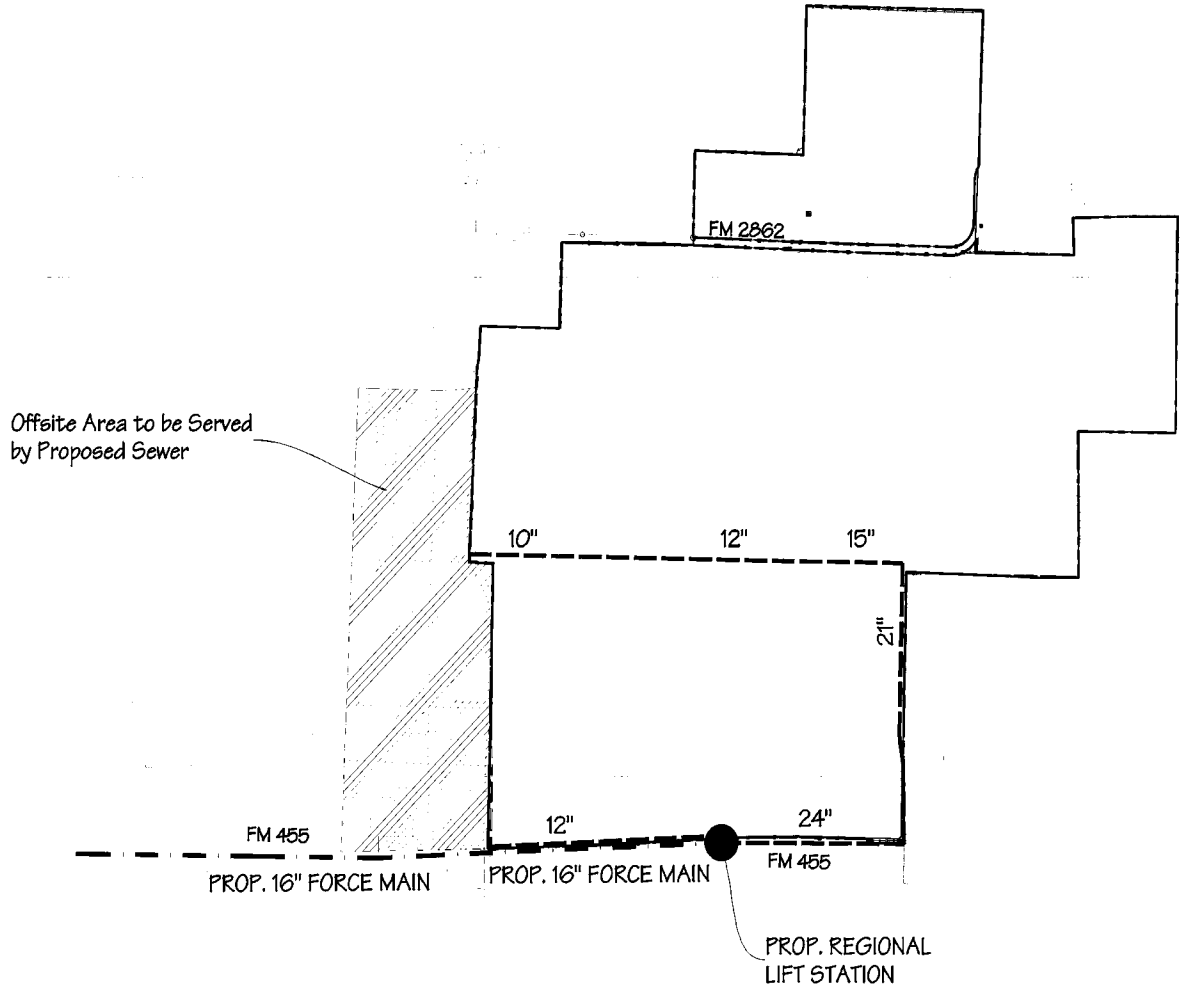

LEGEND

= PROPOSED DEVELOPER SEWER

= PROPOSED FORCE MAIN

Note:

1. Alignments shown are conceptual and subject to change.
2. Pipe sizes are approximated for reference. Actual pipe sizes to be determined at time of final design.

EXHIBIT F-1 - MAJOR SEWER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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Exhibit F-2

City Constructed Sewer Improvements

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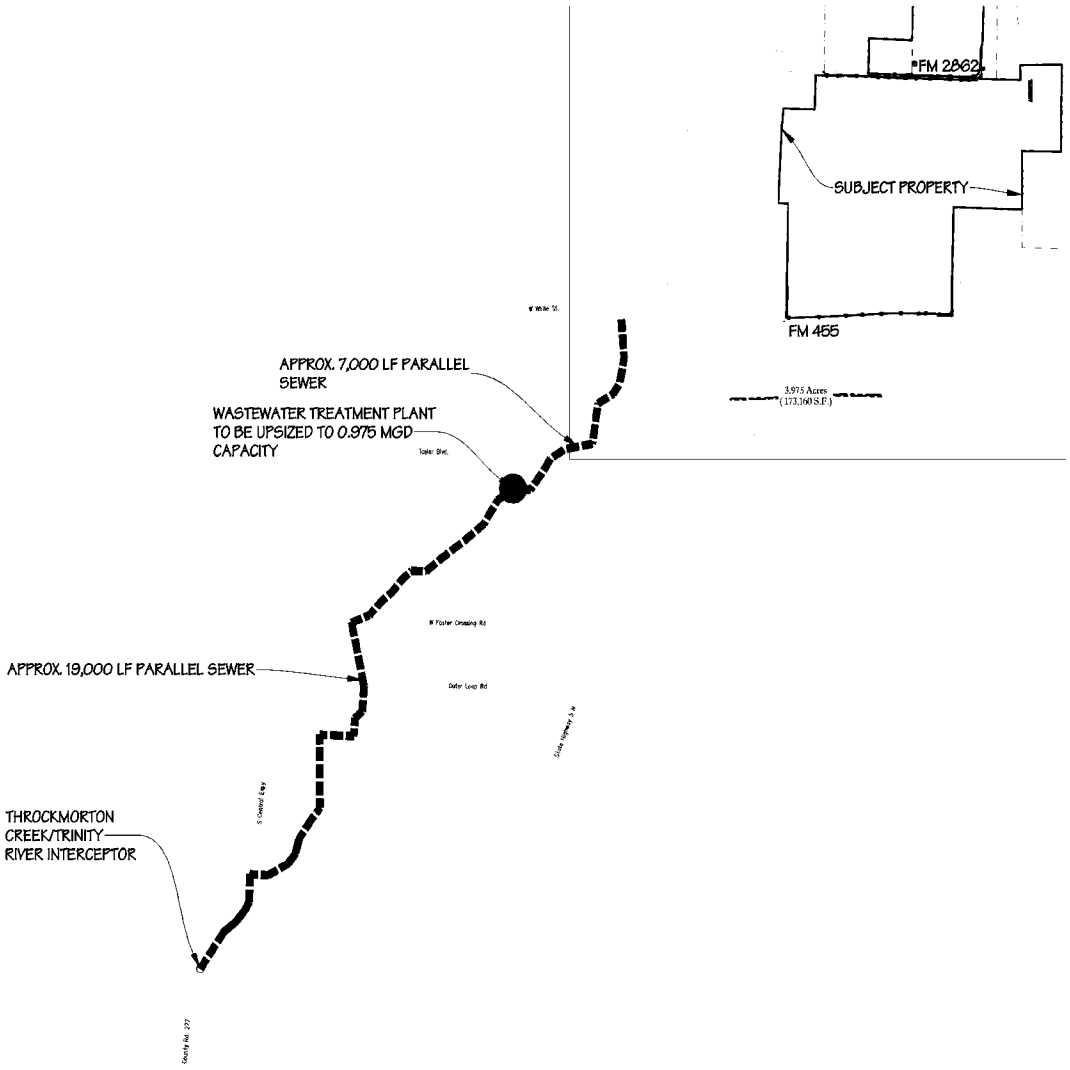

N
W E
S

0 300 600 1200
1 inch = 600 ft.

LEGEND

▮▮▮▮▮▮ = PROPOSED CITY IMPROVEMENTS

Note:
1. Alignments shown are conceptual and subject to change.

EXHIBIT F-2 - CITY CONSTRUCTED SEWER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

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Exhibit F-3

Sewer Improvements Schedule

EXHIBIT F-3
SEWER IMPROVEMENTS SCHEDULE

Construction Phase	Segment/Part	Facility Classification	Description	Cost Responsibility *(Design, Construction, Easement Acquisition, and Construction Management)*	Construction Funding	Timing	Equivalent Dwelling Units (EDUs) Construction Completion Timing	Equivalent Dwelling Units (EDUs) Capacity Allocated by City to Developer upon Completion of Phase Improvements
Phase 1	1	Lift Station	Onsite 6.7 MGD Peak Flow Lift Station	Developer	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval	**Prior to 1 EDU**	**488 (488 Overall)**
	2	Force Main	8,000 LF of 16" force main along FM 455	Developer (City to provide condemnation assistance if needed)	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval		
	3	Onsite Trunk Sewer	5,400 LF (21"-24") Onsite Trunk Sewer to serve Phase 1 of Sherley Farms	Developer	Developer (Reimbursable per Agreement)	Design Start - Preliminary Plat Approval		
Phase 2	4	Onsite Trunk Sewer	2,100 LF (12"-15") Onsite Trunk Sewer to Serve Phase 2 of Sherley Farms	Developer	Developer (Reimbursable per Agreement)	Design Start - Phase 2 Preliminary Plat Approval	**Prior to 489 EDUs**	**469 (957 Overall)**
Phase 3	5	Onsite Trunk Sewer	3,100 LF (30"-36") Trunk Sewer From FM 455 to Slayter Creek Treatment Plant	Developer	Developer (Reimbursable per Agreement)	Design & Easement Acquisition - upon approval of this DA	**Prior to 958 EDUs**	**470 (1,427 Overall)**
	6	Offsite Trunk Sewer	7,000 LF (10") Trunk Sewer From FM 455 to Slayter Creek Treatment Plant	City	City	Design & Easement Acquisition - upon the effective date of this agreement		
Phase 4	7	Offsite Treatment	Relocate Package Plant From Hurricane Creek Treatment Plant to Slayter Creek Treatment Plant or Install another package plant	City	City	Design - Currently Underway	**Prior to 1,428 EDUs**	**928 (2,355 Overall)**
Phase 5	8	Renegotiate Anna/Melissa Sewer Discharge Agreement	City of Anna to negotiate with City of Melissa to obtain increased allowable discharges covering Sherley Farms	City	City	Formal Negotiations to Begin upon the effective date of this agreement	**Prior to 2,356 EDUs**	**1,568 (3923 Overall)**
Phase 6	9	Offsite Trunk Sewer	19,000 LF of offsite trunk sewer downstream of Slayter Creek WWTP	City	City	Design - 8 months after the effective date of this agreement		

Notes:

1. Timing is based on initial City draft of deal points.
2. Phasing doesn't necessarily correspond to actual project phasing

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Exhibit G

Major Water Improvements

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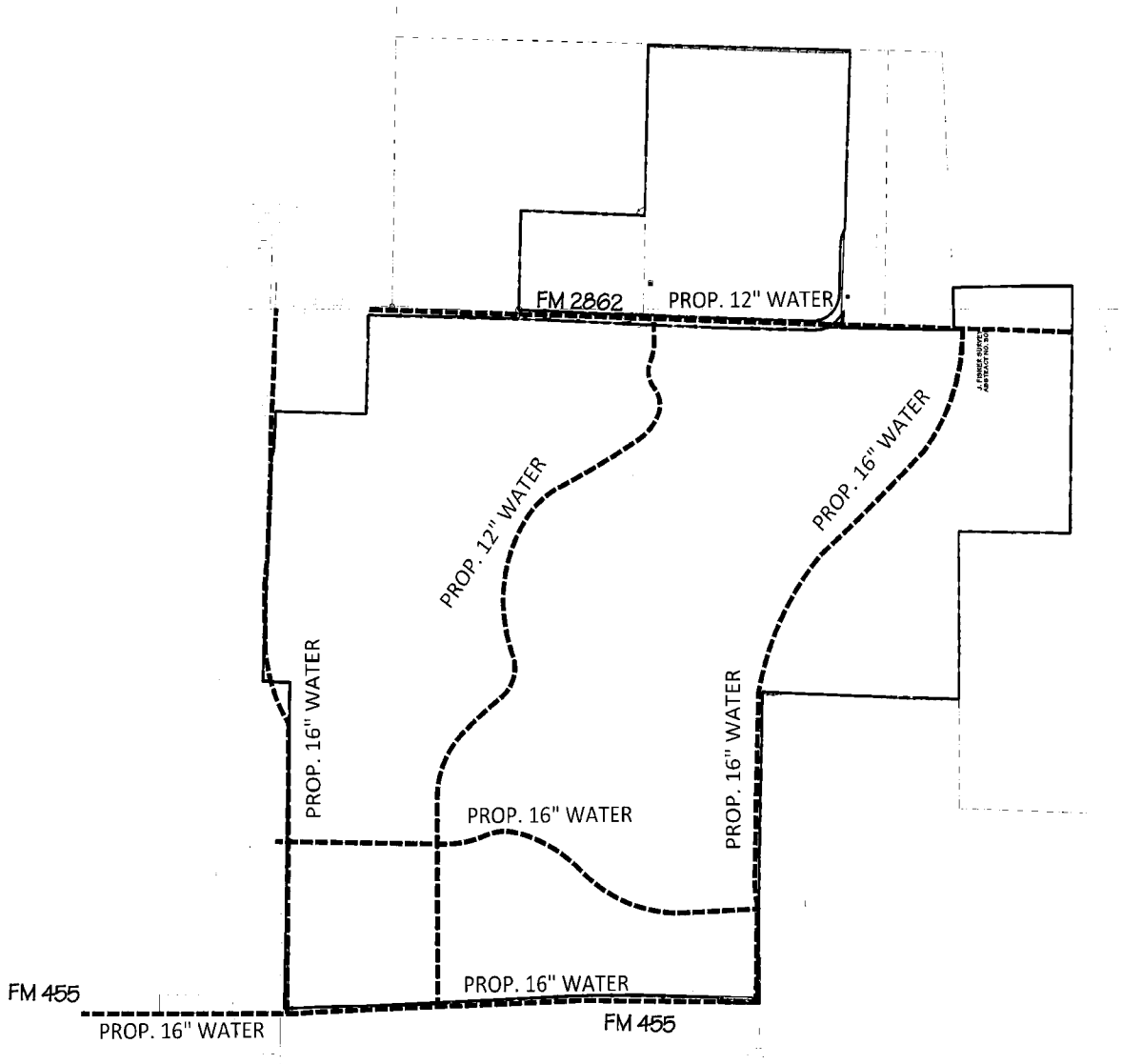

N
W E
S

0 250 500 1000
1 inch = 500 ft

LEGEND

■■■■■■■ = PROPOSED DEVELOPER WATER

Note:
1. Alignments shown are conceptual and subject to change.

EXHIBIT G - MAJOR WATER IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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Exhibit H

Major Roadway Improvements

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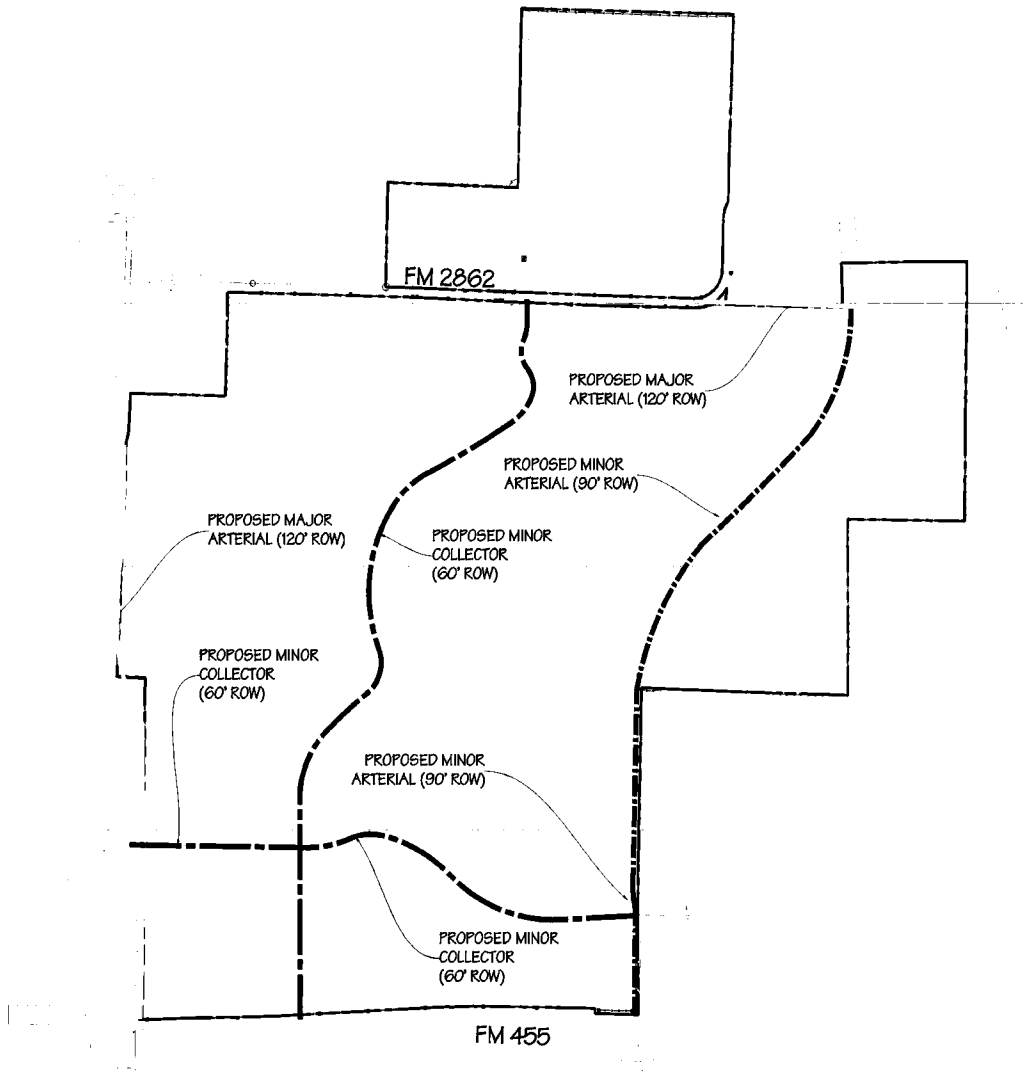

N
W E
S

0 250 500 1000
1 inch = 500 ft.

LEGEND

= PROPOSED MINOR ARTERIAL
= PROPOSED MAJOR ARTERIAL
= PROPOSED MINOR COLLECTOR

Note:
1. Alignments shown are conceptual and subject to change.
2. Developer shall construct 2 Lanes (25' B-B) of shown divided arteriale.

EXHIBIT H - MAJOR ROADWAY IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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Exhibit H-1

Proposed Thoroughfare Plan Revision

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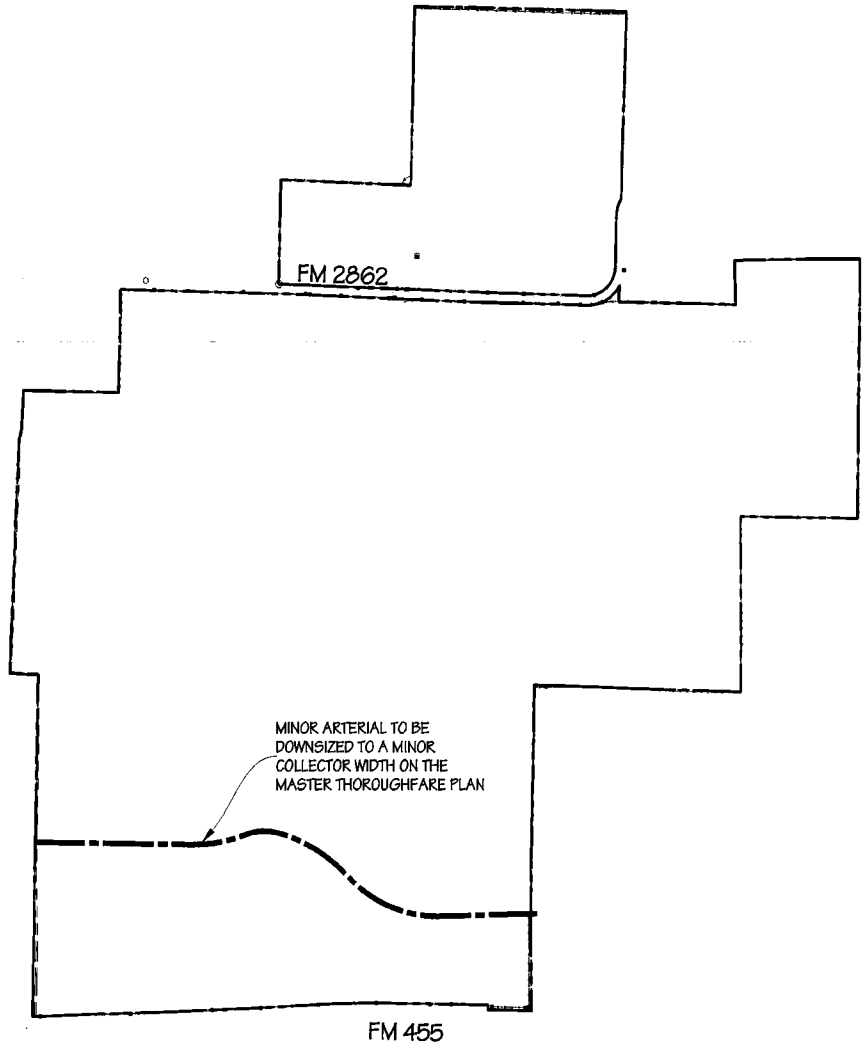

Note:

1. Downsizing of the roadway shown to a minor collector width is subject to results of a traffic impact analysis.

EXHIBIT H-1 - THOROUGHFARE REVISION

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

OCTOBER OF 2024

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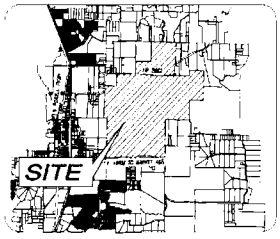
Exhibit I

Conceptual Amenity Depictions



LOCATION MAP / KEY MAP

EXHIBIT I - CONCEPTUAL AMENITY DEPICTIONS

SHERLEY FARMS

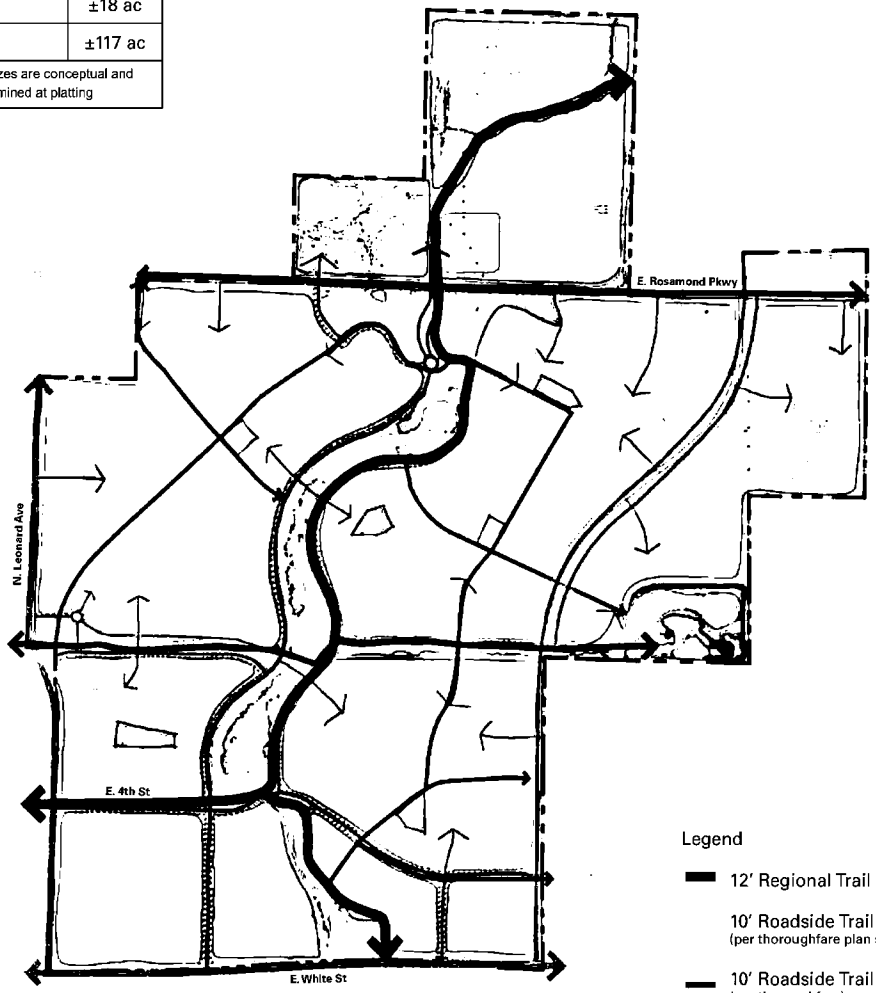
CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

NOVEMBER OF 2024

Exhibit J

Trail and Open Space Improvements

Public Open Space Summary		
	Central Green	±74 ac
	Pocket Parks	±10 ac
	Landscaped Drainage Areas	±15 ac
	Miscellaneous	±18 ac
	Total	±117 ac
Note: Pocket Park locations and sizes are conceptual and final location and size will be determined at platting		

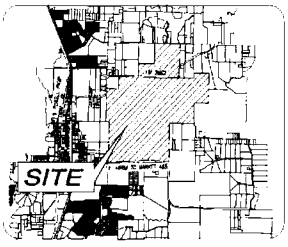


Legend

- 12′ Regional Trail
- 10′ Roadside Trail (per thoroughfare plan street sections)
- 10′ Roadside Trail (per thoroughfare)
- 8′ Community Trail
- 6′ Neighborhood Trail

Note:
Precise regional trail alignment is contingent on site conditions and land ownership

0 800′ 1600′



LOCATION MAP / KEY MAP

The information shown is based on the best information available and is subject to change without notice.

EXHIBIT J - TRAILS AND OPEN SPACE IMPROVEMENTS

SHERLEY FARMS

CITY OF ANNA, COLLIN COUNTY, TEXAS
G. MORRISON SURVEY ~ ABSTRACT NO. 559

DECEMBER OF 2024

Exhibit K

PID Bonds Financial Summary

City of Anna, Texas **For illustration purposes only**

Sherley Farms Public Improvement District

PROPOSED DEVELOPMENT PLAN

TOTAL SHERLEY FARMS IMPROVEMENT DISTRICT

Category	No. of Units	*Expected* Finished Lot Unit Value	*Expected* Build Out Unit Value	*Expected* Finished Lots Value	*Expected* Build Out Value
Townhomes (Tellus)	120	$ 62,500	$ 250,000	$ 7,500,000	$ 30,000,000
SF 40' (Tellus)	638	96,000	384,000	61,248,000	244,992,000
SF 50' (Tellus)	740	120,000	480,000	88,800,000	355,200,000
SF 60' (Tellus)	740	144,000	576,000	106,560,000	426,240,000
SF 70' (Tellus)	190	168,000	672,000	31,920,000	127,680,000
SF 1/2 ac. (Tellus)	150	264,000	1,056,000	39,600,000	158,400,000
Townhomes (Sherley Partners)	80	75,000	300,000	6,000,000	24,000,000
Cottage Homes (Sherley Partners)	55	62,500	250,000	3,437,500	13,750,000
SF (Sherley Partners)	7	250,000	1,000,000	1,750,000	7,000,000
MF (Sherley Partners)	400	12,500	200,000	5,000,000	80,000,000
Retail/COMM (Sherley Partners)	260,000	25.36	329.62	6,592,308	85,700,000
				$ 358,407,808	$ 1,552,962,000
Townhomes Unit Weighted Average				*$67,500*	*$270,000*
Single Family Unit Weighted Average				*$133,825*	*$535,299*

Notes:

Information provided by the Developers on 9/25/2024 and 10/1/2024. Subject to change.

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City of Anna, Texas For illustration purposes only
Sherley Farms Public Improvement District
PROJECT DEBT CAPACITY SUMMARY

	SINGLE-FAMILY SUBZONE PID BONDS[1]	COMMERCIAL SUBZONE PID BONDS[2]	TOTAL
SOURCES OF FUNDS			
Estimated Par Amount of Bonds	$ 235,343,000	$ 9,273,000	$ 244,616,000
Total Sources of Funds	$ 235,343,000	$ 9,273,000	$ 244,616,000
USES OF FUNDS			
Project Fund (Bond Proceeds PID Projects)	$ 193,911,752	$ 7,660,047	$ 201,571,799
Capitalized Interest Fund[3]	-	-	-
Debt Service Reserve Fund[4]	17,896,948	685,653	18,582,601
Financing Costs & Admin Fees[5]	23,534,300	927,300	24,461,600
Total Uses of Funds	$ 235,343,000	$ 9,273,000	$ 244,616,000
Expected Value-to-Lien per Parcel at Bond Issuance	1.47x [6]	1.25x [7]	1.47x
Assumed Bond Interest Rate[8]	6.10%	6.10%	6.10%
Average Annual Installment as Tax Rate Equivalent	$1.3500	$0.4777	
Less: TIRZ Adjustment as Tax Rate Equivalent[9]	($0.2536)	($0.2536)	
Net Average Annual Installment as Tax Rate Equivalent	$1.0964	$0.2241	
Term of Bonds	30 years	30 years	30 years
City TIRZ Participation Rate as % of Tax Rate	50%	50%	50%
Number of Benefited Units	2,720	400 MF Units 260,000 COMM Sq Ft	
PID Assessment per Benefited Unit	$86,523	$11,193 per MF Unit $18.45 per COMM Sq Ft	
Project Funds per Benefited Unit	$71,291	$9,246 per MF Unit $15.24 per COMM Sq Ft	
City PID Fee per SF Unit	($3,400)	$0	
Net Project Funds per Benefited Unit	$67,891	$9,246 per MF Unit $15 per MF Unit	

Notes:
(1) Single-Family Subzone includes all parcels (incl. Townhomes and Cottages) except Multi-Family and Retail/Commercial.
(2) Commercial Subzone only includes Multi-family and Retail/Commercial Parcels. Does not include townhomes and cottages.
(3) Assumes no use of capitalized interest, subject to change. Use of Cap-I reduces project funds generated thorugh bond proceeds.
(4) Assumes to be the max annual debt service payment. Not to exceed the IRS' three-prong test.
(5) For illustration and discussion purposes only; subject to change. Assumes 10% of par amount.
(6) Assumes no appraisal discounts for illustration purposes only; subject to change.
(7) Assumes no appraisal discounts for illustration purposes only; subject to change. Assumed to be a minimum of 1.25:1 ratio.
(8) For illustration purposes only; subject to change at any time.
(9) Including TIRZ admin expense.

City of Anna, Texas For illustration purposes only
Sherley Farms Public Improvement District
PROJECTED TAX STATEMENT - SINGLE-FAMILY SUBZONE

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***Projected* Tax Statement - Single-Family Subzone**

	2024 Tax Rate	Tax Levy on $270,000 Avg. Townhome	Tax Levy on $535,299 Avg. SF Home	Tax Levy on $250,000 Cottage Home
City of Anna	$ 0.5072	$ 1,369.44	$ 2,715.04	$ 1,268.00
Collin County	0.1493	403.23	799.43	373.36
Collin County Community College District	0.0812	219.29	434.77	203.05
Anna Independent School District	1.2580	3,396.60	6,734.06	3,145.00
Total Tax Rate	**$ 1.9958**	**$ 5,388.56**	**$ 10,683.30**	**$ 4,989.41**
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy[(1)]	$ 1.3500	$ 3,644.89	$ 7,226.32	$ 3,374.90
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	**$ 3.3457**	**$ 9,033.45**	**$ 17,909.62**	**$ 8,364.31**
Projected TIRZ Credit as Tax Rate Equivalent/Levy [(2)]	$ (0.2536)	$ (684.72)	$ (1,357.52)	$ (634.00)
Total Overlapping Tax Rate Equivalent/Levy *after Projected TIRZ Credit*	**$ 3.0921**	**$ 8,348.73**	**$ 16,552.11**	**$ 7,730.31**
Net Avg. Annual Installment as Tax Rate Equivalent/Levy	*$ 1.0964*	*$ 2,960.17*	*$ 5,868.81*	*$ 2,740.90*

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed $1.35 per Development Agreement.
(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

City of Anna, Texas **For illustration purposes only**

Sherley Farms Public Improvement District

PROJECTED TAX STATEMENT - COMMERCIAL SUBZONE

***Projected* Tax Statement - Commercial Subzone**

	2024 Tax Rate	Tax Levy on $200,000 MF Unit	Tax Levy on Sq. Ft. Retail/COMM
City of Anna	$ 0.5072	$ 1,014.40	$ 1.67
Collin County	0.1493	298.69	0.49
Collin County Community College District	0.0812	162.44	0.27
Anna Independent School District	1.2580	2,516.00	4.15
Total Tax Rate	**$ 1.9958**	**$ 3,991.53**	**$ 6.58**
GROSS Avg. Annual Installment as a Tax Rate Equivalent/Levy[1]	$ 0.4777	$ 955.41	$ 1.57
Total GROSS Overlapping Tax Rate Equivalent/Levy plus Special Assessment	**$ 2.4735**	**$ 4,946.93**	**$ 8.15**
***Projected TIRZ Credit as Tax Rate Equivalent/Levy*[2]**	$ (0.2536)	$ (507.20)	$ (0.84)
Total Overlapping Tax Rate Equivalent/Levy *after Projected TIRZ Credit*	**$ 2.2199**	**$ 4,439.73**	**$ 7.32**
Net Avg. Annual Installment as Tax Rate Equivalent/Levy	*$ 0.2241*	*$ 448.21*	*$ 0.74*

(1) Inclusive of principal, interest, additonal interest and admin levies. Not to exceed $1.35 per Development Agreement.

(2) TIRZ credit calculation as a tax rate equivalent includes the budgeted TIRZ Admin Expense.

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City of Anna, Texas For illustration purposes only

Sherley Farms Public Improvement District

DEBT CAPACITY - 50% CITY TIRZ - SINGLE-FAMILY SUBZONE

Bond Year	Single-Family Subzone Special Assessment Revenue Bonds Principal	Interest[1]	Additional Interest Levy[2]	Administrative Levy[3]	**TOTAL LEVY**	***Total Levy as Tax Rate Equivalent***	Bond Year	GROSS PID LEVY	TIRZ CREDIT	***TIRZ Share as Tax Rate Equivalent***	NET PID LEVY	***Net PID Levy as Tax Rate Equivalent***
1	$ 2,775,000	$ 14,355,923	$ 1,176,715	$ 420,000	**$ 18,727,638**	***$ 1.3500***	1	$ 18,727,638	$ 3,518,096	***$ 0.2536***	$ 15,209,542	***$ 1.0964***
2	2,950,000	14,186,648	1,162,840	428,400	**18,727,888**	***1.3500***	2	18,727,888	3,518,096	***0.2536***	15,209,792	***1.0964***
3	3,136,000	14,006,698	1,148,090	436,968	**18,727,756**	***1.3500***	3	18,727,756	3,518,096	***0.2536***	15,209,660	***1.0964***
4	3,334,000	13,815,402	1,132,410	445,707	**18,727,519**	***1.3500***	4	18,727,519	3,518,096	***0.2536***	15,209,423	***1.0964***
5	3,545,000	13,612,028	1,115,740	454,622	**18,727,390**	***1.3500***	5	18,727,390	3,518,096	***0.2536***	15,209,293	***1.0964***
6	3,770,000	13,395,783	1,098,015	463,714	**18,727,512**	***1.3500***	6	18,727,512	3,518,096	***0.2536***	15,209,416	***1.0964***
7	4,010,000	13,165,813	1,079,165	472,988	**18,727,966**	***1.3500***	7	18,727,966	3,518,096	***0.2536***	15,209,870	***1.0964***
8	4,265,000	12,921,203	1,059,115	482,448	**18,727,766**	***1.3500***	8	18,727,766	3,518,096	***0.2536***	15,209,670	***1.0964***
9	4,537,000	12,661,038	1,037,790	492,097	**18,727,925**	***1.3500***	9	18,727,925	3,518,096	***0.2536***	15,209,829	***1.0964***
10	4,826,000	12,384,281	1,015,105	501,939	**18,727,325**	***1.3499***	10	18,727,325	3,518,096	***0.2536***	15,209,228	***1.0963***
11	5,135,000	12,089,895	990,975	511,978	**18,727,848**	***1.3500***	11	18,727,848	3,518,096	***0.2536***	15,209,751	***1.0964***
12	5,463,000	11,776,660	965,300	522,217	**18,727,177**	***1.3499***	12	18,727,177	3,518,096	***0.2536***	15,209,081	***1.0963***
13	5,813,000	11,443,417	937,985	532,662	**18,727,064**	***1.3499***	13	18,727,064	3,518,096	***0.2536***	15,208,967	***1.0963***
14	6,186,000	11,088,824	908,920	543,315	**18,727,059**	***1.3499***	14	18,727,059	3,518,096	***0.2536***	15,208,962	***1.0963***
15	6,584,000	10,711,478	877,990	554,181	**18,727,649**	***1.3500***	15	18,727,649	3,518,096	***0.2536***	15,209,553	***1.0964***
16	7,007,000	10,309,854	845,070	565,265	**18,727,189**	***1.3499***	16	18,727,189	3,518,096	***0.2536***	15,209,092	***1.0963***
17	7,458,000	9,882,427	810,035	576,570	**18,727,032**	***1.3499***	17	18,727,032	3,518,096	***0.2536***	15,208,936	***1.0963***
18	7,939,000	9,427,489	772,745	588,101	**18,727,335**	***1.3499***	18	18,727,335	3,518,096	***0.2536***	15,209,239	***1.0963***
19	8,451,000	8,943,210	733,050	599,863	**18,727,123**	***1.3499***	19	18,727,123	3,518,096	***0.2536***	15,209,027	***1.0963***
20	8,997,000	8,427,699	690,795	611,861	**18,727,355**	***1.3500***	20	18,727,355	3,518,096	***0.2536***	15,209,258	***1.0964***
21	9,579,000	7,878,882	645,810	624,098	**18,727,790**	***1.3500***	21	18,727,790	3,518,096	***0.2536***	15,209,693	***1.0964***
22	10,198,000	7,294,563	597,915	636,580	**18,727,058**	***1.3499***	22	18,727,058	3,518,096	***0.2536***	15,208,961	***1.0963***
23	10,859,000	6,672,485	546,925	649,311	**18,727,721**	***1.3500***	23	18,727,721	3,518,096	***0.2536***	15,209,625	***1.0964***
24	11,563,000	6,010,086	492,630	662,298	**18,728,014**	***1.3500***	24	18,728,014	3,518,096	***0.2536***	15,209,917	***1.0964***
25	12,312,000	5,304,743	434,815	675,544	**18,727,102**	***1.3499***	25	18,727,102	3,518,096	***0.2536***	15,209,005	***1.0963***
26	13,111,000	4,553,711	373,255	689,055	**18,727,021**	***1.3499***	26	18,727,021	3,518,096	***0.2536***	15,208,924	***1.0963***
27	13,963,000	3,753,940	307,700	702,836	**18,727,476**	***1.3500***	27	18,727,476	3,518,096	***0.2536***	15,209,379	***1.0964***
28	14,871,000	2,902,197	237,885	716,892	**18,727,974**	***1.3500***	28	18,727,974	3,518,096	***0.2536***	15,209,878	***1.0964***
29	15,838,000	1,995,066	163,530	731,230	**18,727,826**	***1.3500***	29	18,727,826	3,518,096	***0.2536***	15,209,730	***1.0964***
30	16,868,000	1,028,948	84,340	745,855	**18,727,143**	***1.3499***	30	18,727,143	3,518,096	***0.2536***	15,209,046	***1.0963***
	$ 235,343,000	$ 286,000,391	$ 23,442,655	$ 17,038,593	**$ 561,824,639**			$ 561,824,639	$ 105,542,893		$ 456,281,746	

(1) Assumes an interest rate of 6.10% for discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after input from PID/TIRZ Administrator. Assumes PID and TIRZ administrative expenses for seven PID improvement areas.

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City of Anna, Texas — For illustration purposes only

Sherley Farms Public Improvement District

DEBT CAPACITY - 50% CITY TIRZ - COMMERCIAL SUBZONE

Bond Year	Commercial Subzone Special Assessment Revenue Bonds Principal	Interest[1]	Additional Interest Levy[2]	Administrative Levy[3]	**TOTAL LEVY**	***Total Levy as Tax Rate Equivalent***	Bond Year	GROSS PID LEVY	TIRZ CREDIT	***TIRZ Share as Tax Rate Equivalent***	NET PID LEVY	***Net PID Levy as Tax Rate Equivalent***
1	$ 120,000	$ 565,653	$ 46,365	$ 60,000	**$ 792,018**	***$ 0.4780***	1	$ 792,018	$ 420,215	***$ 0.2536***	$ 371,803	***$ 0.2244***
2	126,000	558,333	45,765	61,200	**791,298**	***0.4775***	2	791,298	420,215	***0.2536***	371,083	***0.2239***
3	133,000	550,647	45,135	62,424	**791,206**	***0.4775***	3	791,206	420,215	***0.2536***	370,991	***0.2239***
4	141,000	542,534	44,470	63,672	**791,676**	***0.4778***	4	791,676	420,215	***0.2536***	371,461	***0.2242***
5	149,000	533,933	43,765	64,946	**791,644**	***0.4778***	5	791,644	420,215	***0.2536***	371,429	***0.2242***
6	157,000	524,844	43,020	66,245	**791,109**	***0.4774***	6	791,109	420,215	***0.2536***	370,894	***0.2238***
7	167,000	515,267	42,235	67,570	**792,072**	***0.4780***	7	792,072	420,215	***0.2536***	371,857	***0.2244***
8	176,000	505,080	41,400	68,921	**791,401**	***0.4776***	8	791,401	420,215	***0.2536***	371,186	***0.2240***
9	186,000	494,344	40,520	70,300	**791,164**	***0.4775***	9	791,164	420,215	***0.2536***	370,948	***0.2239***
10	197,000	482,998	39,590	71,706	**791,294**	***0.4775***	10	791,294	420,215	***0.2536***	371,078	***0.2239***
11	209,000	470,981	38,605	73,140	**791,726**	***0.4778***	11	791,726	420,215	***0.2536***	371,510	***0.2242***
12	221,000	458,232	37,560	74,602	**791,394**	***0.4776***	12	791,394	420,215	***0.2536***	371,179	***0.2240***
13	234,000	444,751	36,455	76,095	**791,301**	***0.4776***	13	791,301	420,215	***0.2536***	371,085	***0.2240***
14	248,000	430,477	35,285	77,616	**791,378**	***0.4776***	14	791,378	420,215	***0.2536***	371,163	***0.2240***
15	263,000	415,349	34,045	79,169	**791,563**	***0.4777***	15	791,563	420,215	***0.2536***	371,348	***0.2241***
16	279,000	399,306	32,730	80,752	**791,788**	***0.4778***	16	791,788	420,215	***0.2536***	371,573	***0.2242***
17	296,000	382,287	31,335	82,367	**791,989**	***0.4780***	17	791,989	420,215	***0.2536***	371,774	***0.2244***
18	313,000	364,231	29,855	84,014	**791,100**	***0.4774***	18	791,100	420,215	***0.2536***	370,885	***0.2238***
19	332,000	345,138	28,290	85,695	**791,123**	***0.4774***	19	791,123	420,215	***0.2536***	370,908	***0.2238***
20	353,000	324,886	26,630	87,409	**791,925**	***0.4779***	20	791,925	420,215	***0.2536***	371,709	***0.2243***
21	374,000	303,353	24,865	89,157	**791,375**	***0.4776***	21	791,375	420,215	***0.2536***	371,160	***0.2240***
22	397,000	280,539	22,995	90,940	**791,474**	***0.4777***	22	791,474	420,215	***0.2536***	371,259	***0.2241***
23	422,000	256,322	21,010	92,759	**792,091**	***0.4780***	23	792,091	420,215	***0.2536***	371,876	***0.2244***
24	447,000	230,580	18,900	94,614	**791,094**	***0.4774***	24	791,094	420,215	***0.2536***	370,879	***0.2238***
25	475,000	203,313	16,665	96,506	**791,484**	***0.4777***	25	791,484	420,215	***0.2536***	371,269	***0.2241***
26	505,000	174,338	14,290	98,436	**792,064**	***0.4780***	26	792,064	420,215	***0.2536***	371,849	***0.2244***
27	536,000	143,533	11,765	100,405	**791,703**	***0.4778***	27	791,703	420,215	***0.2536***	371,488	***0.2242***
28	569,000	110,837	9,085	102,413	**791,335**	***0.4776***	28	791,335	420,215	***0.2536***	371,120	***0.2240***
29	605,000	76,128	6,240	104,461	**791,829**	***0.4779***	29	791,829	420,215	***0.2536***	371,614	***0.2243***
30	643,000	39,223	3,215	106,551	**791,989**	***0.4780***	30	791,989	420,215	***0.2536***	371,773	***0.2244***
	$ 9,273,000	$ 11,127,437	$ 912,085	$ 2,434,085	**$ 23,746,607**			$ 23,746,607	$ 12,606,456		$ 11,140,151	

(1) Assumes an interest rate of 6.10% for discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after input from PID/TIRZ Administrator. Assumes PID and TIRZ administrative expenses for one PID improvement area.

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City of Anna, Texas **For illustration purposes only**

Sherley Farms Public Improvement District

PROJECT IMPACT ON THE CITY (AD VALOREM PROPERTY TAXES) - 50% TIRZ Scenario

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	*At 2024 Rate* Gross City Taxes Generated per Unit	*50%* City Taxes Deposited in TIRZ Fund per Unit	Net City Taxes Generated per Unit	*At 2024 Rate* Gross City Taxes Generated at Build Out	*50%* City Taxes Deposited in TIRZ Fund at Build Out	Net City Taxes Generated at Build Out
Proposed Single Family, Townhomes & Cottages	2,720	$510,023	$1,387,262,000	$2,587	($1,293)	$1,293	$7,036,193	($3,518,096)	$3,518,096
Proposed Multi Family	400	$200,000	$80,000,000	$1,014	($507)	$507	$405,760	($202,880)	$202,880
Proposed Retail & Commercial	260,000	$329.62	$85,700,000	$1.67	($0.84)	$0.84	$434,670	($217,335)	$217,335
Total			$1,552,962,000				$7,876,623	($3,938,312)	$3,938,312

	No. of Units	Average Build Out Unit Value	Average Build Out Total Value	*Proposed Non TIRZ* Average PID Assessment Annual Installment per Unit	City Taxes used for PID Bonds Debt Service per Unit	Total Funds for Debt Service and PID/TIRZ Admin per Unit	*Proposed Non TIRZ* Average PID Assessment Annual Installment at Build Out	City Taxes used for PID Bonds Debt Service at Build Out	Total Funds for Debt Service and PID Admin at Build Out
Proposed Single Family, Townhomes & Cottages	2,720	$510,023	$1,387,262,000	$5,592	$1,293	$6,885	$15,209,392	$3,518,096	$18,727,488
Proposed Multi Family	400	$200,000	$80,000,000	$448	$507	$955	$179,282	$202,880	$382,162
Proposed Retail & Commercial	260,000	$330	$85,700,000	$0.74	$0.84	$1.57	$192,056	$217,335	$409,391
Total			$1,552,962,000				$15,580,730	$3,938,312	$19,519,042

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Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000159039

eRecording - Real Property

AGREEMENT

Recorded On: December 23, 2024 11:23 AM

Number of Pages: 134

" Examined and Charged as Follows: "

Total Recording: $553.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2024000159039
Receipt Number:	20241223000117
Recorded Date/Time:	December 23, 2024 11:23 AM
User:	Patricia B
Station:	cck100

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Tellus Group – High-Quality Builders

TELLUS GROUP

Tellus Group – High-Quality Builders

TELLUS GROUP

Tellus Group – High-Quality Builders

TELLUS GROUP

Tellus Group – High-Quality Builders

CARMICHAEL

THE HEIGHTS AT UPTOWN CELINA

2,806 SQ. FT | 3 BEDROOM | 2.5 BATH | 2-CAR GARAGE | GAME ROOM

ELEVATION A

ELEVATION B

ELEVATION C

FEATURES

- Large Kitchen Island
- Walk-In Pantry with Generous Storage
- 2 Story Family Room
- Covered Front Porch on Every Elevation, 261+ Sq Ft
- Rear Covered Outdoor Living
- Bed 4 & Bath 3 Option
- Bed 4, Bath 3 with Media/Study Option
- Extra Upstairs Storage
- Media/Study Option
- Bed 4 & Bath 3 with Living Option
- Fireplace Option
- Primary Bath Tub Option

C35A-EFF 12-3-2025

469.746.3244
TheHeights@OliviaClarkeHomes.com

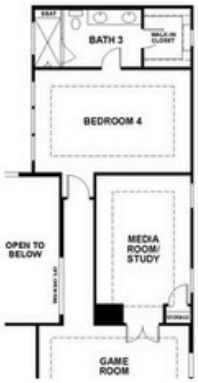
CARMICHAEL

2,806 SQ. FT | 3 BEDROOM | 2.5 BATH | 2-CAR GARAGE | GAME ROOM

BASE FLOOR PLAN

OPTIONAL SPACES

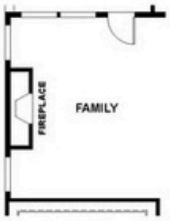
Visit our website for additional options & interactive home planning tool.



OPTIONAL BED 4 AND BATH 3 WITH MEDIA/STUDY

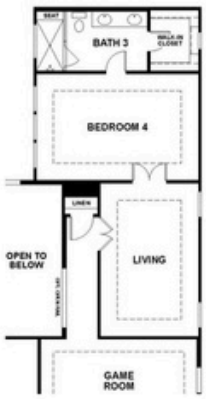
OPTIONAL MEDIA/STUDY

OPTIONAL BEDROOM 4 AND BATH 3



OPTIONAL FIREPLACE

OPTIONAL TUB AT PRIMARY BATH



OPTIONAL BED 4 AND BATH 3 WITH LIVING

Disclaimer: Prices, plans, specifications, square footage, and availability subject to change without notice or prior obligation. Dimensions and square footage are approximate and may vary upon elevations and/or options selected. Elevation materials may vary per subdivision requirement. Please see your Sales Manager for more information.

C35A-EFF 12-3-2025

469.746.3244
TheHeights@OliviaClarkeHomes.com

EQUAL HOUSING OPPORTUNITY

LOGAN

THE HEIGHTS AT UPTOWN CELINA

3,185 SQ. FT | 4 BEDROOM | 3 BATH | 2-CAR GARAGE | GAME ROOM | STUDY

ELEVATION A

ELEVATION B

ELEVATION C

FEATURES

- Large Kitchen Island
- Walk-In Pantry
- Generous Storage and Cabinetry
- Mud Room
- Rear Covered Outdoor Living
- Open Rail Staircase
- Vaulted Ceiling in Primary Suite

Plan Date 12.19.24

469.746.3244
TheHeights@OliviaClarkeHomes.com

LOGAN

3,185 SQ. FT | 4 BEDROOM | 3 BATH | 2-CAR GARAGE | GAME ROOM | STUDY

BASE FLOOR PLAN

Disclaimer: Prices, plans, specifications, square footage, and availability subject to change without notice or prior obligation. Dimensions and square footage are approximate and may vary upon elevations and/or options selected. Elevation materials may vary per subdivision requirement. Please see your Sales Manager for more information.

EQUAL HOUSING OPPORTUNITY

469.746.3244
TheHeights@OliviaClarkeHomes.com

Item No. 6.b.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 8/3/2026
Staff Contact: Lauren Mecke

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding an Ordinance related to amendments to the Anna 2050 Comprehensive Plan.

SUMMARY:
The Planning & Zoning Commission may

1) Make a recommendation to change the Downtown PlaceType to reference the Downtown Master Plan and amend land uses within each PlaceType to:

a) Remove references to multifamily, apartments, and condominiums; or

b) Remove all land uses in each of the PlaceTypes.

Or

2) Table this item and hold open the public hearing to the September 9, 2026 Planning & Zoning Commission meeting.

BACKGROUND:
Earlier this year, Development Services prepared and presented a housing report, attached for reference, which details Anna's current housing statistics. The information in the housing report, along with the previously approved entitlements, indicates that a re-evaluation of the Comprehensive Plan and development codes is necessary to establish updated regulations suitable for Anna's future development, preservation, and economic stability.

What is a Comprehensive Plan?
A Comprehensive Plan is a blueprint intended to guide the day-to-day decisions of elected officials and local government staff, while maintaining a long-range look at growth over a 10 - 30 year period. The Texas Local Government Code mandates prior to a municipality adopting zoning, the city must adopt a Comprehensive Plan including a Thoroughfare and Future Land Use Plan as components. The Comprehensive Plan is edited more frequently when there is rapid growth.

Anna's 2050 Comprehensive Plan

Year	Action	Population
2010	Previous Comprehensive adopted	8,279 (U.S. Census)

2015	Previous Comprehensive Plan amendment & Downtown Master Plan adopted	11,461
2017	Previous Comprehensive Plan amendment	12,680
2020	Anna 250 Comprehensive Plan Advisory Task Force meetings and community input meetings held	16,896 (U.S. Census)
2021	Anna 2050 Comprehensive Plan adopted along with Downtown Master Plan and Parks Master Plan	20,222
2022	Master Thoroughfare Plan updated along with Impact Fees	23,528
2023	Master Thoroughfare Plan updated	27,501
2024	Community open house, Future Land Use Plan updated, PlaceTypes updated	31,986
2025	Master Thoroughfare Plan updated & Community open house for Parks Master Plan	35,245
2026	Parks Master Plan adopted	38,840 (estimate)

The Master Thoroughfare Plan is scheduled to be reviewed at the September 9, 2026 Planning & Zoning Commission meeting.

Recommendation

Staff recommends edits to the Comprehensive Plan including:

1. Refer the Downtown PlaceType to the Downtown Master Plan rather than outlining uses.
2. As Anna changes from rapid new growth to incremental new growth, infill, and redevelopment, the development strategies need to be clearer on compatible development patterns and appropriate siting of high density areas. There are two imminent changes that can be made:
    1. Remove references to multifamily, apartments and condominiums , or
    2. Remove land uses from all PlaceTypes

ATTACHMENTS:

1. Examples of Changes - 2026 Comp Plan Amendment
2. Reference (2026 Housing Data) - 2026 Comp Plan Amendment
3. Reference (MF Entitlements) - 2026 Comp Plan Amendment

URBAN LIVING (UL)

Character & Intent

Urban Living are high density neighborhoods that support a variety of different housing types in a walkable development pattern. Urban neighborhoods are composed of a relatively compact network of streets that are easy to navigate by car, bike or on foot. They may contain one or more of the following housing types: Small lot, single-family detached, townhomes, duplexes, condominiums or apartments. In an urban neighborhood, housing is located within proximity to local retail and services that serve residents and surrounding neighborhoods. This PlaceType typically includes a higher intensity of uses developed in an urbane style that are supported by nodes of activity.

Land Use Considerations

Primary Land Use

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

Secondary Land Use

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

Identifying Features

- Compact development
- Mix of residential uses
- Detached single-family residential densities of 7+ units per acre
- Attached single-family residential and multi-family residential densities of 25+ units per acre
- Mixed-use buildings with first floor commercial or office space and upper floor residential
- Neighborhood supporting retail
- Streets that are easy to walk, cycle, or take public transportation

Kimley»Horn

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22 ANNA 2050 COMPREHENSIVE PLAN

Kimley»Horn

REGIONAL ACTIVITY CENTER (RAC)

Character & Intent

A Regional Activity Center is characterized by big box stores or multitenant commercial uses. They are typically located at high-volume intersections and sometimes along both sides of a highway or arterial. Regional Activity Centers are accessible primarily by one mode of travel – the automobile. Buildings are typically set back from the road behind large surface parking lots, with little or no connectivity between adjacent businesses. A small amount of multi-family residential development may occur in these areas.

Land Use Considerations

Primary Land Use

Retail, commercial, offices, business park, hotels, entertainment centers, service and office uses

Secondary Land Use

Civic and institutional uses, parks and open spaces, ~~apartments and condominiums~~

Identifying Features

- Lot Size: Typically 5 - 10 acres; 1 to 4 stories
- Near major thoroughfares
- Larger clusters of commercial
- Big-box anchor, smaller outparcels
- Infill potential

Kimley»Horn

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- Larger clusters of commercial
- Big-box anchor, smaller outparcels
- Infill potential

24 ANNA 2050 COMPREHENSIVE PLAN

Kimley»Horn

DOWNTOWN (D)

Character & Intent

Downtown is the traditional core of economic, entertainment and community activity for Anna. Downtown would also be an employment center and shopping destination for residents of surrounding neighborhoods. Buildings typically stand two or more stories with condominiums, apartments or offices over storefronts. The design and scale of the development encourages active living, with a comprehensive and interconnected network of walkable streets. The historic character of Downtown is preserved.

Development within Downtown shall refer to the Downtown Master Plan.

Identifying Features

- Lot Size (range) varies from very small lots in historic areas to larger lots where properties have been assembled
- Walkable streets
- Shared community spaces
- Historic character
- Cultural destination

CITY OF ANNA

Community Development Report

Our Community by the Numbers

Neighbors, Housing and Balance

Development Services

2026

DEMOGRAPHICS

Our Neighbors

Demographics Overview

32.4

Median Age

Anna is a young city with a vibrant workforce, significantly younger than the national average.

$99,375

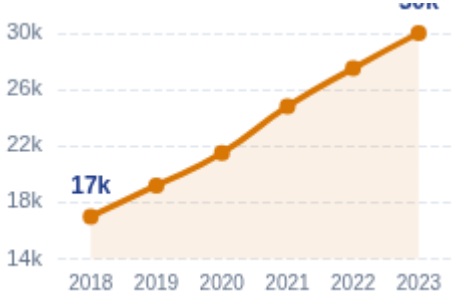
Median Income

High median household income reflects a strong local economic foundation and purchasing power.

30,000+

Current Population

Population has almost doubled in just 5 years.

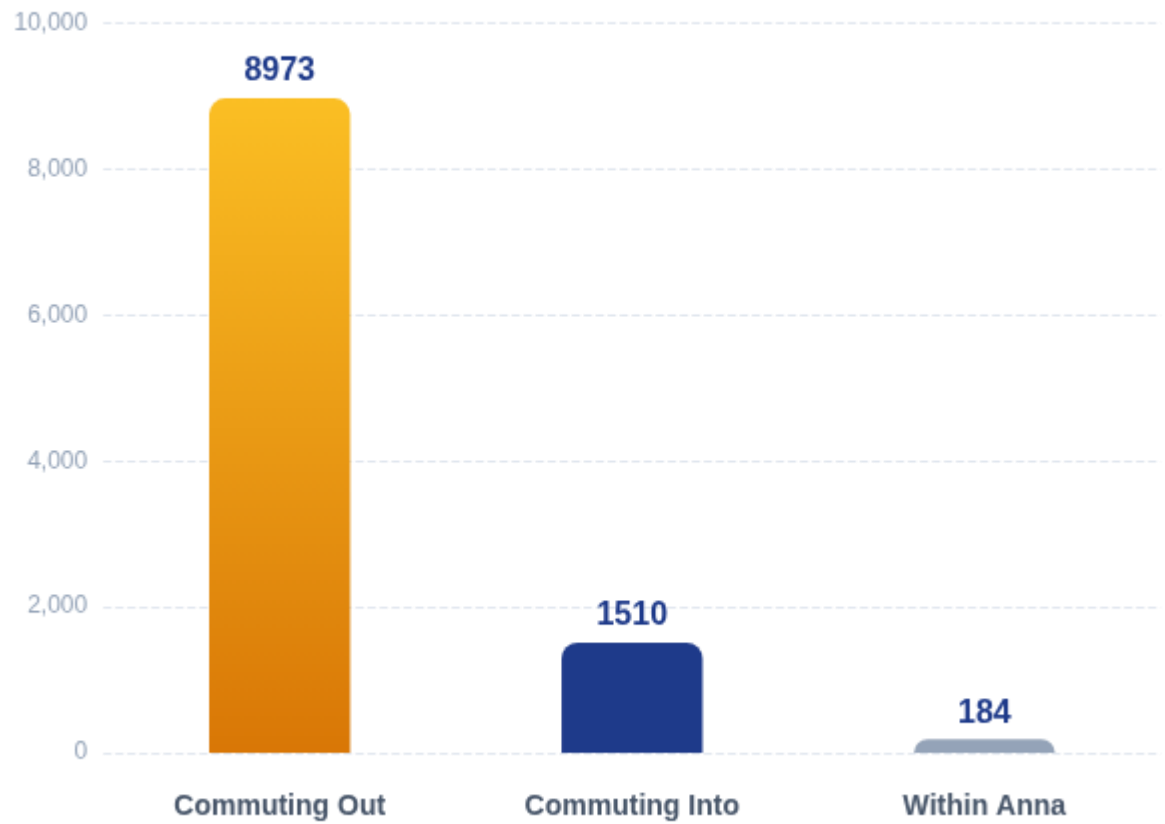


*All Demographic Data Derived from American Community Survey 2023

COMMUTING

Commuting Patterns

Workforce Movement Analysis



Key Insight

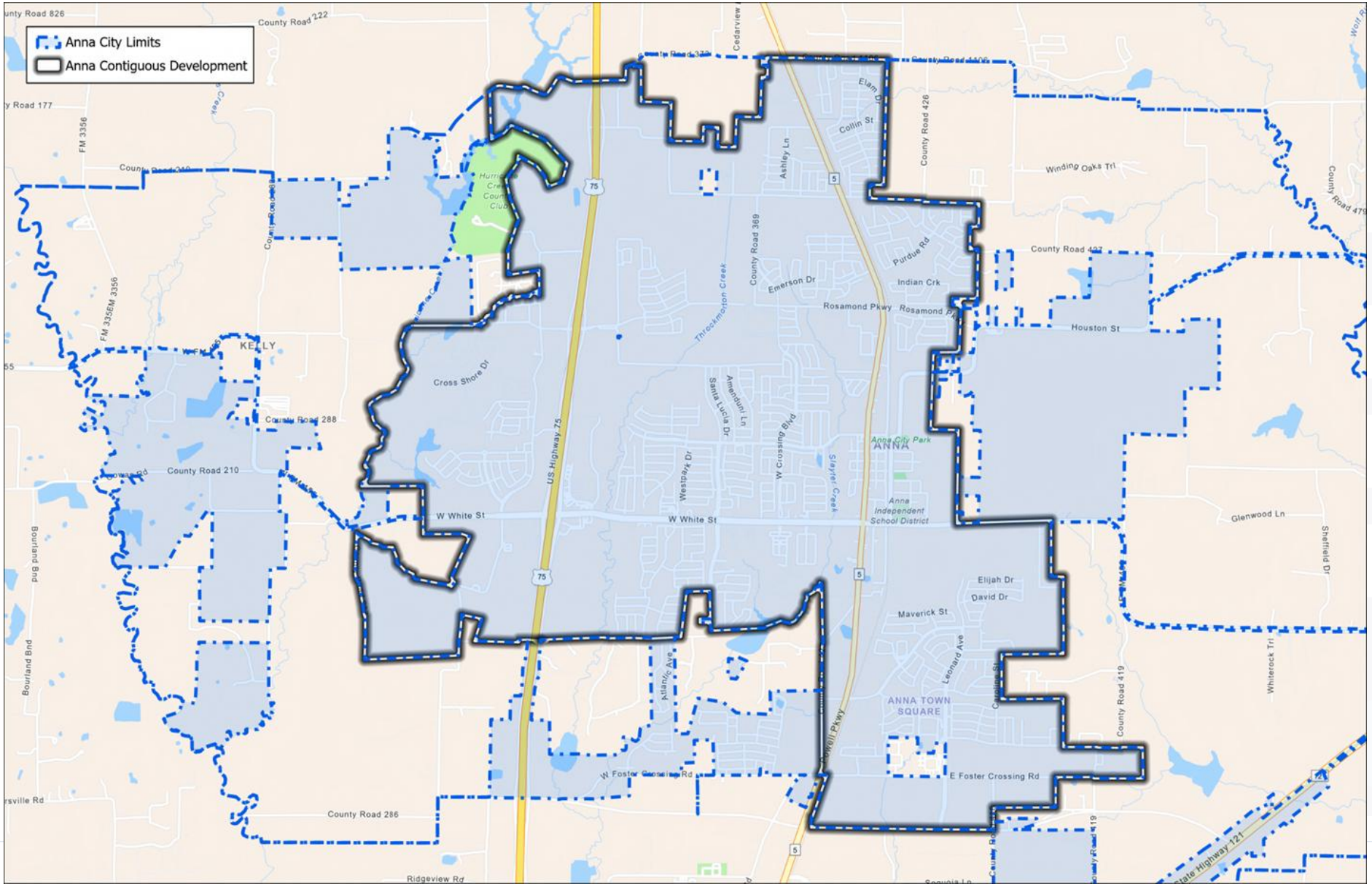
84%

of commuters are traveling **OUT** of Anna for employment every day.

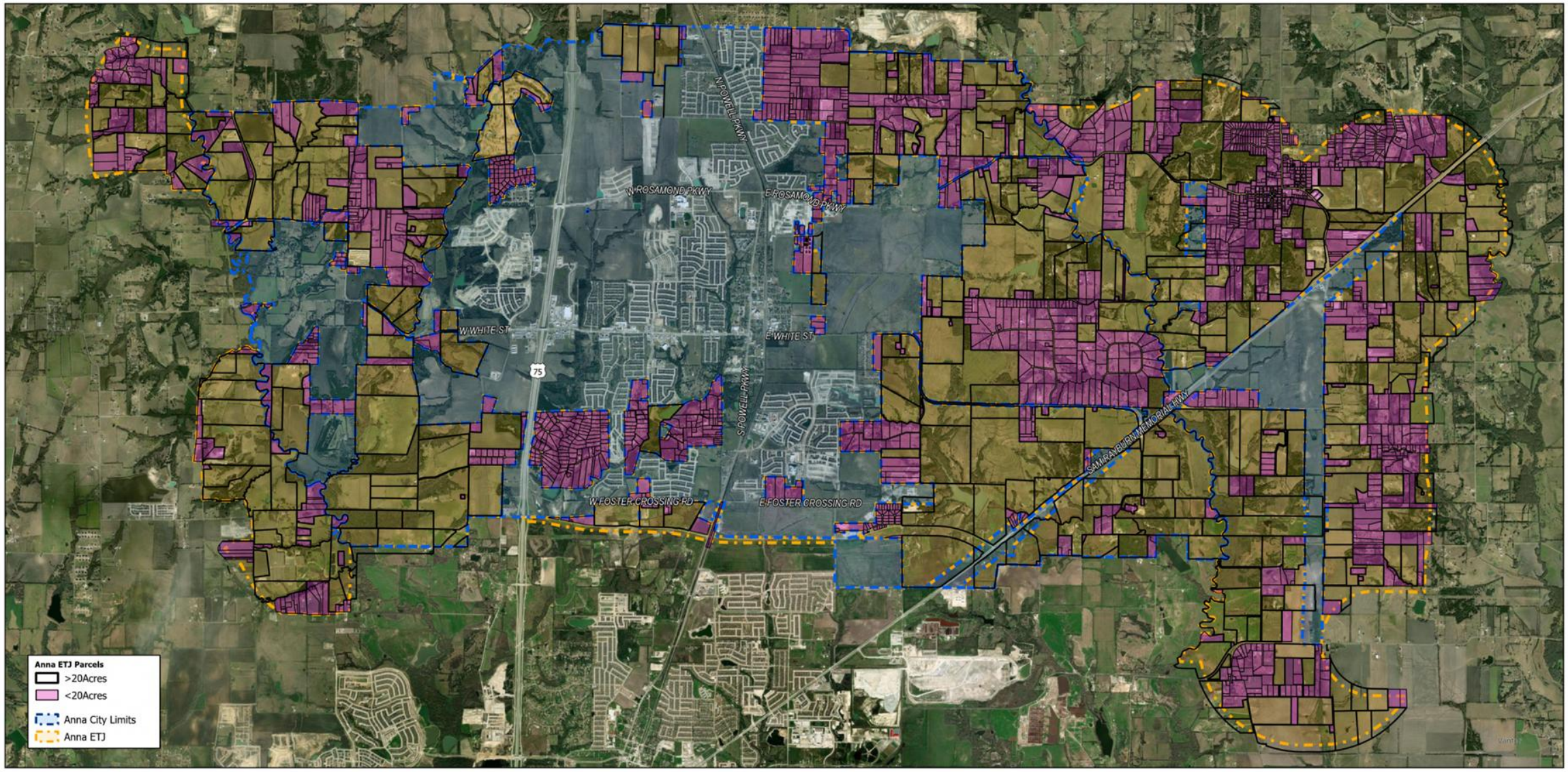
Commuting Out	8,973
Commuting Into	1,510
Within Anna	184

MAPS

Contiguous Development

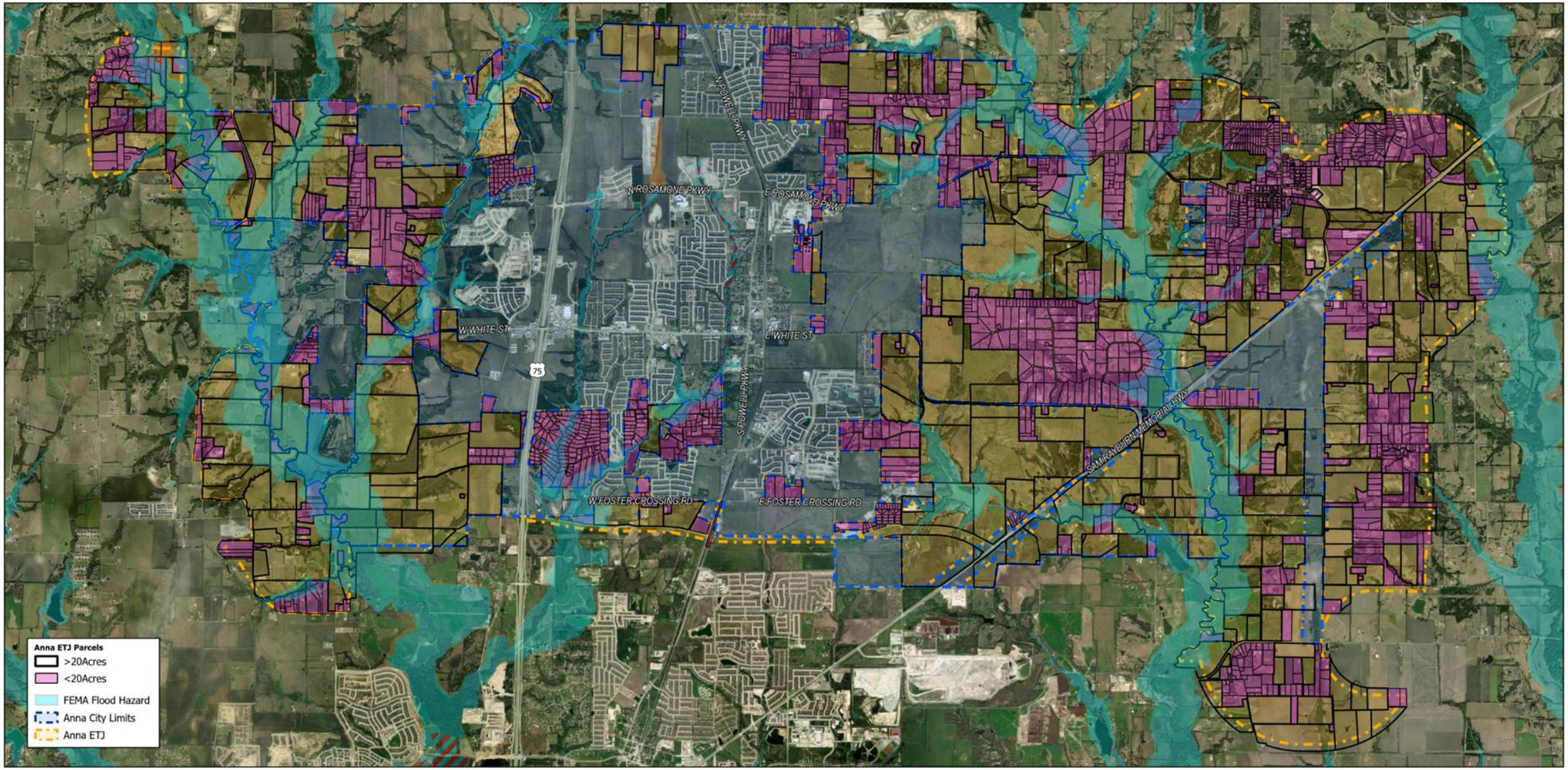


ETJ - Less than 20 acres



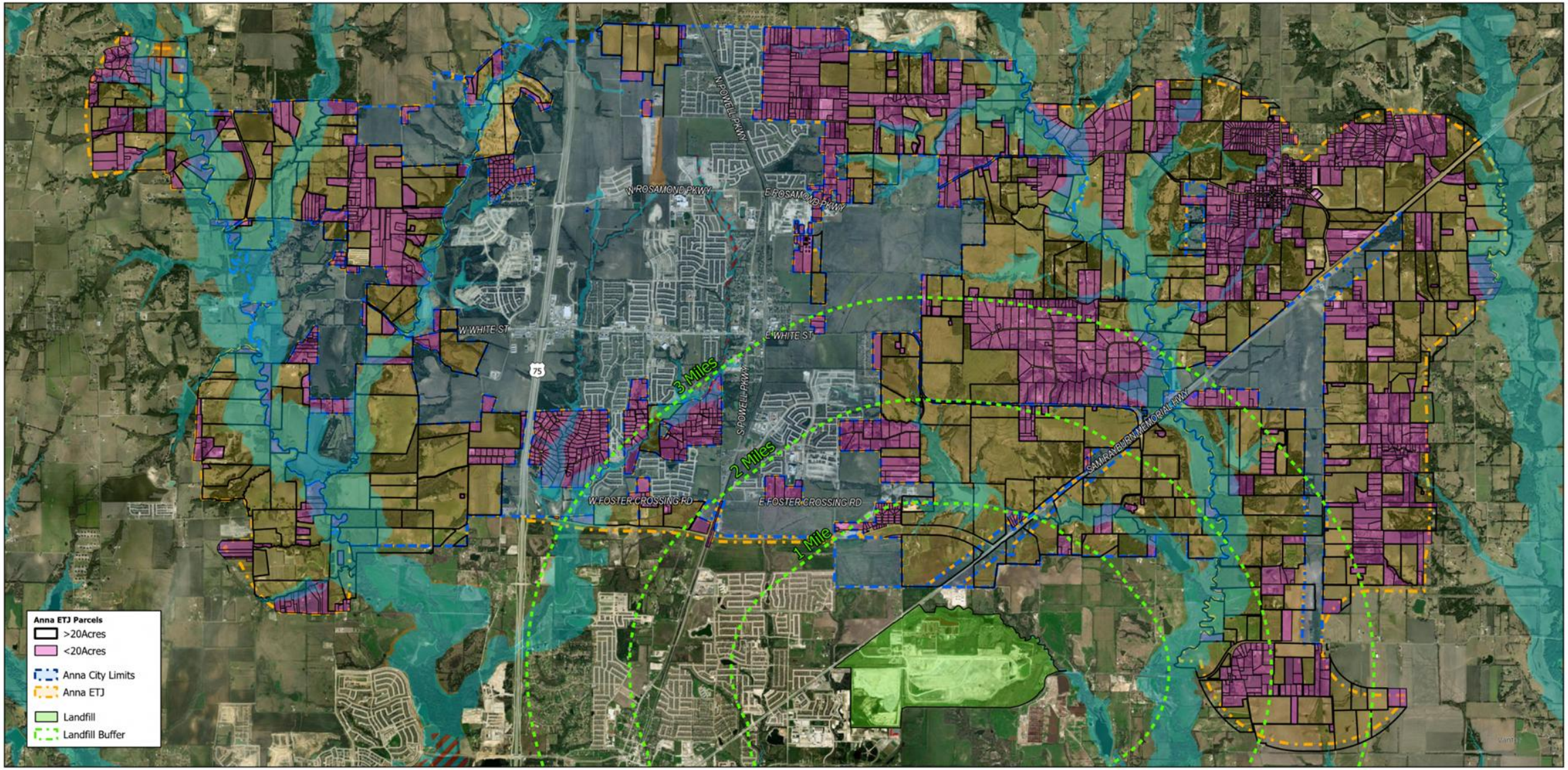
MAPS

ETJ- With Floodplain



MAPS

ETJ- Landfill Radius



REFERENCE USE ONLY. CITY OF ANNA GIS. FEBRUARY 2026.

MAPS

AGENDA

Presentation Agenda

Key Topics for Discussion

01

Single Family Developments

Analysis of housing growth, lot inventory, and population impact.

02

Single Family Rentals

Overview of rental market penetration and neighborhood statistics.

03

Multi Family Developments

Status of apartment projects, occupancy rates, and future density.

DEVELOPMENT

Single-Family Developments

Growth & Impact Analysis

Status	Inventory Share	Lots	Pop. Est.
Existing	29% Share	8,484	21,210
Under Construction	43% Share	12,416	31,040
Entitled	16% Share	4,773	11,932
Pre-Entitlement	12% Share	3,327	8,318

Total Inventory

29,000

Single-family lots across all phases of development.

Projected Population

72,500

Estimated residents upon full build-out of current inventory.

Primary Driver

Single-family housing growth is an important economic development indicator.

* Population estimate based on household size of 2.5 people per single family home

* Entitled = Zoning and Platting approved

* DA = Development Agreement

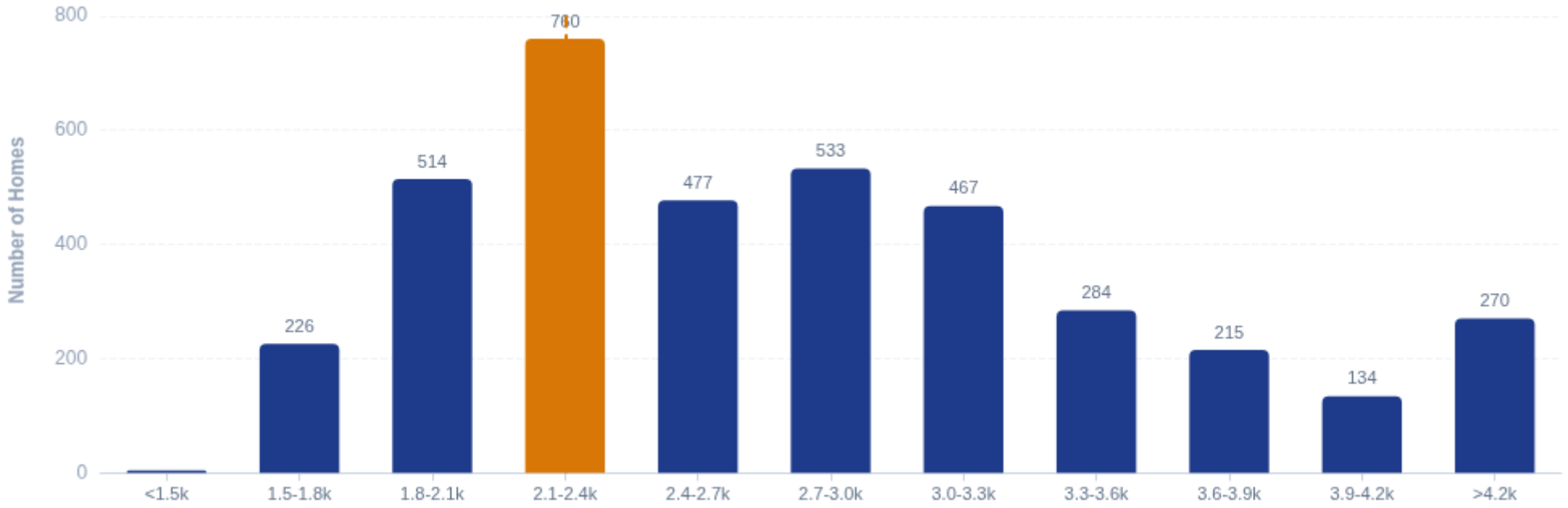
HOUSING

Home Size Distribution

Square Footage Analysis

Average Home Size

2,131 SqFt



Majority of homes clustered between **1,800 - 3,000 SqFt**

Distribution reflects diverse housing stock suitable for various family sizes

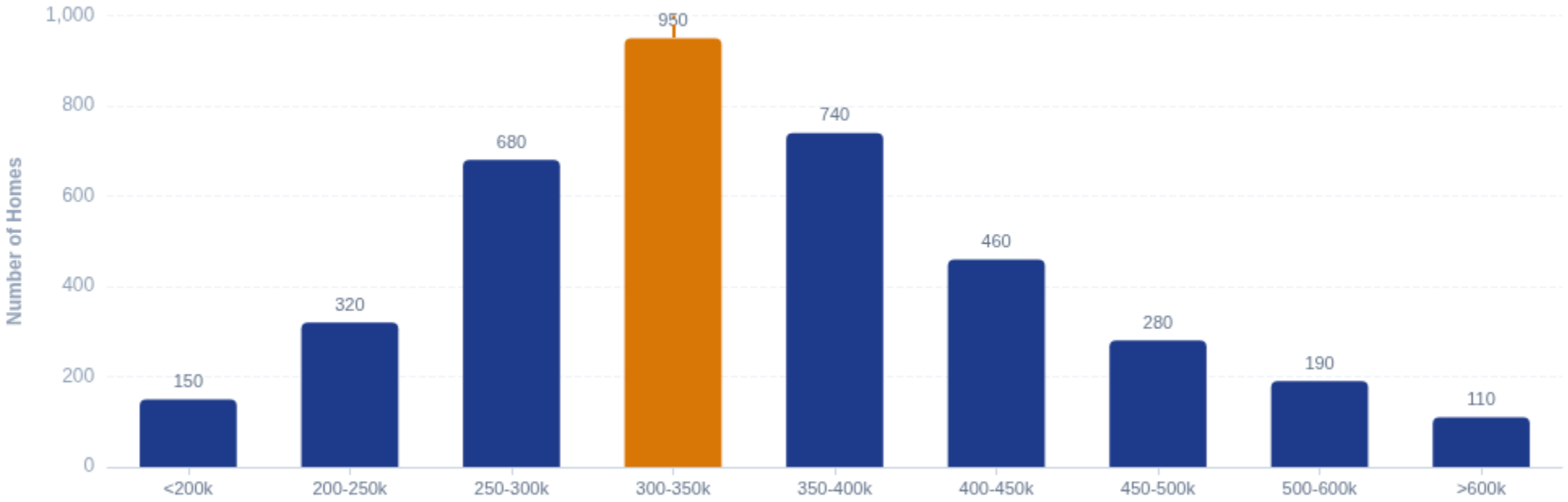
VALUATION

Home Market Value

Distribution of Total Market Value

Average Market Value

$343,086



Strong concentration in the **$300k - $400k** range

Note: Rental rates typically will fluctuate as market value increases

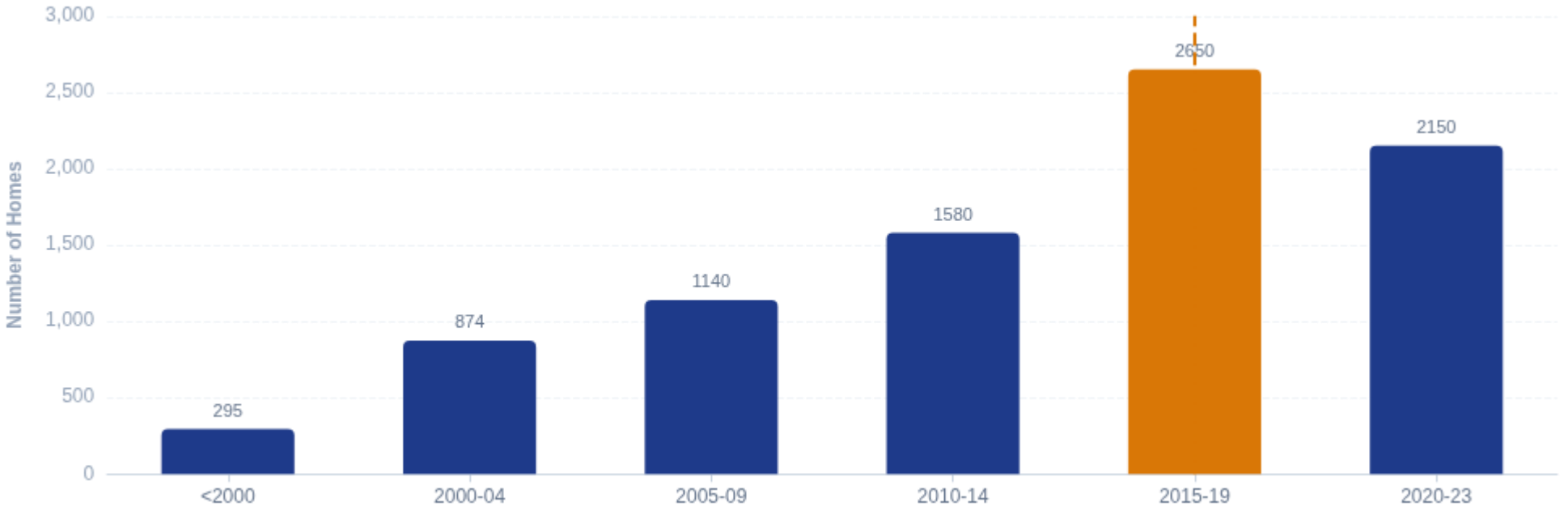
AGE

Home Age Distribution

Effective Year Built Analysis

Average Year Built

2017 Year



Majority of housing stock is **less than 10 years old**

RENTALS

Single-Family Rentals

Market Penetration Overview

Total Single-family Rentals
2,684
Registered properties

Avg Rental Rate
33.4%
Rentals / Total Current Lots

Market Correlation: Rental rate trends indicate an inverse relationship with relationship with market value—rental concentration typically decreases as property market value increases.

Developments Exceeding 40% Rental Rate

High Concentration Gradient

DEVELOPMENT	FINISHED LOTS	RENTALS	RENTAL RATE
Shadowbend	460	360	**78%**
Anacapri Phase 1	410	263	**64%**
Westfield	141	70	**50%**
Sweetwater Crossing	197	86	**44%**

*Based on City of Anna and CAD Data (2025)

TIMELINE

Single-Family Buildout Context

Understanding Construction Projections

What is "Buildout"?

Buildout refers to the point when all currently planned and entitled single-family lots within the city are fully constructed. This timeline helps us plan for infrastructure, schools, and city services.

Total Inventory

29,000

Entitled Single Family Lots

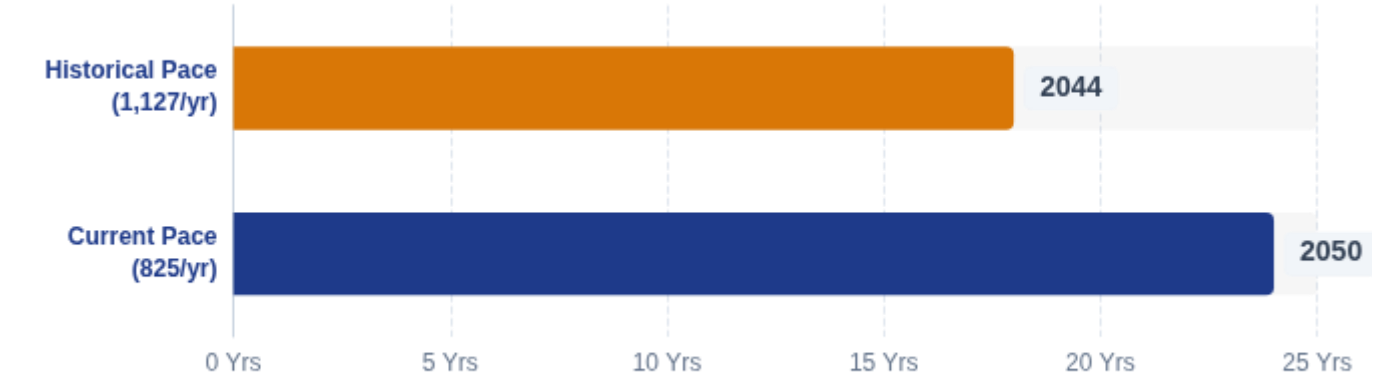
Completed

8,500

Existing Homes (29%)

Projected Completion Timeline

Start Date: 2026



Historical Pace — 18 Years

Based on the robust **5-year average** of 1,127 homes/year. This assumes strong continued demand and economic stability.

Target Completion: 2044

Current Pace — 24 Years

Based on **2025 construction rates** of 825 homes/year. Reflects market normalization and higher interest rate environment.

Target Completion: 2050

Factors Affecting Rate:

- Interest Rates
- Material Costs
- Regional Migration
- Housing Supply
- Economic Conditions

DEVELOPMENT

Multi-Family Developments

Growth & Impact Analysis

Status	Inventory Share	Units	Pop. Est.
Existing 12% Share		1,834	4,585
Under Construction 13% Share		2,024	5,060
Entitled 72% Share		11,078	27,695
Pre-Entitlement 3% Share		427	1,068

Total Units

15,363

Multi-family units across all phases of development.

Projected Population

38,408

Estimated residents upon full build-out.

Occupancy Status

Current occupancy is ~70%. Rates are expected to rise as new developments stabilize.

* Population estimate is based on a 2.5x multiplier

* Entitled = Zoning and Platting approved

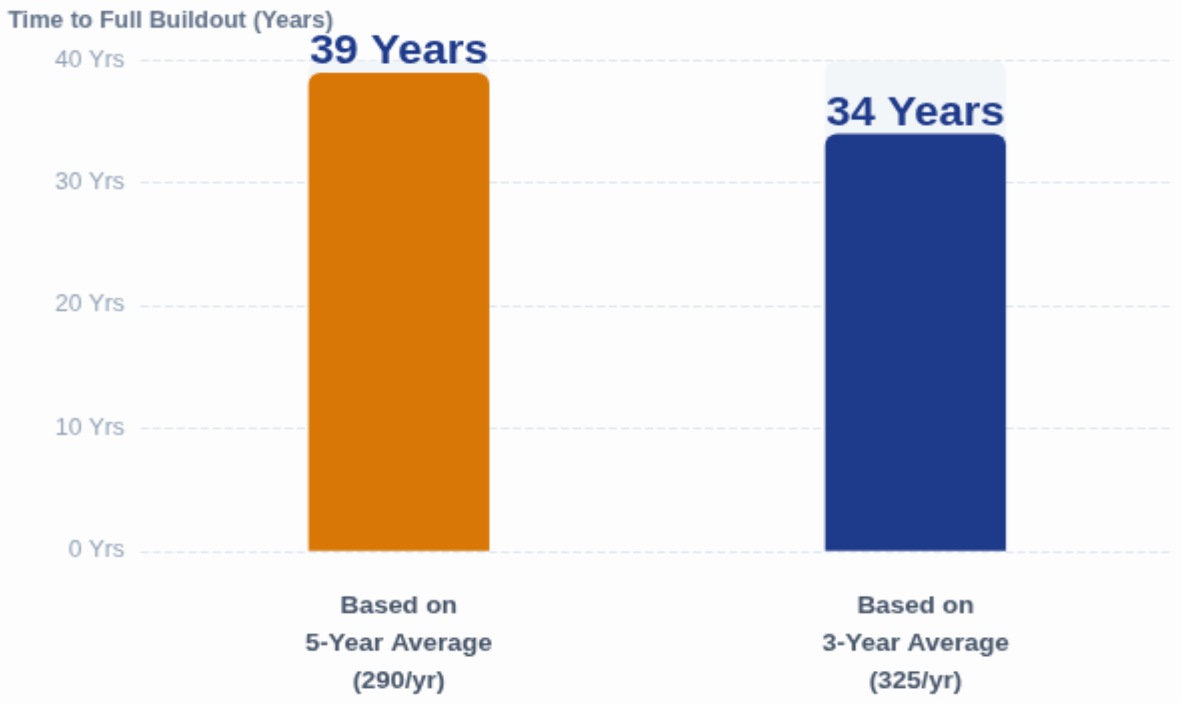
* DA = Development Agreement

TIMELINE

Construction Timeline

Multi-Family Buildout Projections

Projected Years to Full Buildout



Past 5 Years

1,454 Units

Total multi-family units constructed, averaging **290 units annually** over the period.

Scenario 1
5-Year Avg Rate **39 Years**

Scenario 2
3-Year Avg (325/yr) **34 Years**

FUTURE

The Future

Policy Framework & Growth Vision

Policy Making Approach

Good > Better > **Best**

Successful policy making requires balancing both external market forces and internal community needs. We aim for the "Best" outcomes by carefully weighing these factors in every decision.

Strategic Incentives

Applying **Supply & Demand** principles to development incentives incentives allows us to attract high-quality projects.

- PID's
- TIRZ
- Ch. 380 Agreements

130,000+

Annual In-migration to DFW

Anna's population will continue to grow as migration to the DFW area rises. We are positioned to capture a significant share of this regional growth.

Key to Attraction

Diverse Development is essential. A healthy mix of Residential, Commercial, and City projects creates the vibrant community needed to attract new residents and businesses.

CONTACT

Thank You

Kaleb Kentner

Development Services

(972)-924-2616

kkentner@annatexas.gov

www.annatexas.gov

Name	Ordinance Number	Existing Units	Max Units	Notes
1508 N Powell Pkwy	Unknown	20	20	Five quadplexes on six lots Zoned SF-E &MF-1
404 N Powell Pkwy	2002-17 & 2001-04	2	4	Maximum in the ordinance
618 S Riggins St	Unknown	4	4	Two duplexes on one lot Built in 1998 Zoned TF
Anna Mobile Home Park	Unknown	100	100	One quadplex building and 96 mobile/ manufactured homes. MF-1 zoning. Built in 1976 MH-2 zoning
Anna Station	977-2022	162	162	162 Units shown on site plan
Cunningham Mobile Home Park	2006-278 (Annexation)	21	21	Existed prior to annexation One home built in 1941 and four houses built in 1970 16 mobile/ manufactured homes SF-E zoning.
DHI Anna, Block A, Lot 1	881-2020	130	130	130 units shown on the site plan
Palladium	703-2015; 129-2004	180	180	Maximum capacity for current design. 180 units as shown on the site plan
Palladium East Foster Crossing	941-2021	239	239	29 units/gross acre; 239 units as shown on the site plan
Parmore Anna	943-2021; 703-2015; 129-2004	185	185	24 units/ac if freestanding; 36 units/ ac when above commercial uses. Approx 27.8 ac remain undeveloped within zoning tracts permitting multiple-family dwelling units. 185 units are shown on the site plan.
The Grand at Anna Town Square	942-2021; 787-2018; 768-2018; 129-2004	0	280	Maximum in the ordinance; 280 units as shown on site plan
The Quinn	846-2020	317	317	301 units shown on the site plan
Yardly at Anna Town Center	974-2022; 648-2014	157	157	35 units/gross acre; 157 units shown on site plan
Total Max Units			1799	

DISCLAIMER: Maximum number of units does not account for open space, parking, and other requirements and may be reduced during site plan review

Name	Ordinance Number	Existing Units	Max Units	Notes
Anacapri, Block A, Lot 4	887-2020	0	300	Maximum in the ordinance; 300 units as shown on site plan
Cover 2 Anna	1096-2024-03	0	357	357 shown on site plan. 500 per ordinance.
DHI Anna, Block A, Lot 2	881-2020	0	234	234 units as shown on site plan
Jefferson at Anna Finley	980-2022; 787-2018; 768-2018; 129-2004	0	320	Maximum in the ordinance; 320 units as shown on site plan
Meryl Street	972-2022	0	340	340 units shown on site plan
The Grand at Anna Town Square, Phase 2	983-2022; 787-2018; 768-2018; 129-2004	0	222	222 units shown on site plan
Villages of Waters Creek	978-2022; 861-2020	0	251	251 units as shown on site plan
Waterview	843-2020	0	300	300 units as shown on site plan
Total Max Units			2324	

Name	Ordinance Number	Existing Units	Max Units	Notes
Anacapri, Block A, Lot 5	887-2020	0	300	Maimum in the ordinance
Anna 23	1109-2024-07	0	300	135 one-bedroom, 135 two-bedroom, 30 three-bedroom units, unit density of 19.78
Anna Gray 50 Multi-Family	506-2010	0	300	
Anna Ranch	088-2023-12; 933-2021; 323-2007	0	655	Destiny not to exceed 25 units/ acre, 26.2+- acres
Crystal Park Multi-Family	969-2022	0	512	25 units/gross acre
DHI Anna, Block A, Lot 3	881-2020	0	234	234 units as shown on preliminary site plan
Downtown Apts	575-2012; 584-2012; 586-2012; 666-2014; 683-2015	0	137	32 units/acre maximum; Approx. 4.29 acres
Dreamville Anna	975-2022; 648-2014; 631-2013	0	202	25 units/gross acre; 202 units shown on site plan
Gateway at Buddy Hayes, Block A, Lot 2R	1024-2022	0	312	312 units shown on site plan
Gateway at Buddy Hayes, Block C, Lot 1R	1024-2022	0	211	211 units shown on site plan
Hurricane Creek Commercial	860-2020	0	450	C-2 base zoning with MF-2 being allowed by-right.
Liberty Hills	2024-05-1621	0	3000	Maximum in the ordinance; Res. No. 2024-05-1621 replaced Ord. No. 537-2011
Pecan Grove Multi-Family	2002-27A	0	484	22 units/gross acre
Salida Del Sol	989-2022	0	6	Townhome develpoment
Sherley Farms	2024-12-1716	0	800	
Skorburg Anna Ranch	1054-2023-06	0	880	25 units/acre
The Preserve	1057-2023-06	0	700	700 maximum total units; 210 max two- & three- bed units in the ordinance
Villages of Hurricane Creek – North (Senior Living)	932-2021	0	115	Maximum in the ordinance Quadplexes/ Single-Family, attached only
WBK (West of U.S. HWY 75 north & south of W. White Street)	134-2004	0	1000	MF-2 zoning (25 units/ acre)
Woodland Estates	1053-2023-06	0	180	Pre-annexation agreement
Total Units			10778	

DISCLAIMER: Maximum number of units does not account for open space, parking, and other requirements and may be reduced during site plan review

N

0 1 2 Miles

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

Multi-Family Developments

Source: City of Anna GIS
Date: 7/31/2025

Legend

- Existing Multi-Family
- Actively Under Construction
- Entitled Multi-Family
- Parcels
- City Limits
- Anna ETJ

THE CITY OF Anna

Item No. 7.

Planning & Zoning Commission Agenda
Staff Report

Meeting Date: 8/3/2026
Staff Contact:

AGENDA ITEM:
Future Agenda Items.

SUMMARY:

BACKGROUND:

Date Submitted		**Jurisdiction**	
Owner			
Representative/Applicant			
Requested Action			
Purpose			
Land Area			
Location			
Comp Plan Designation			
Existing Zoning			
Public Notice			

Surrounding Properties			
	Land Use	**Zoning**	**Comp Plan Designation**
North			
East			
South			
West			

ATTACHMENTS: