AGENDA

City Council Meeting

Tuesday, October 12, 2021 @ 6:30 PM

Anna ISD Board Room, 201 E. 7th Street, Anna, Texas 75409

The City Council of the City of Anna will meet at 6:30 PM, on October 12, 2021, at the Anna ISD Board Room, located at 201 E. 7th Street, to consider the following items.

Welcome to the City Council meeting. Please sign the Sign-In Sheet as a record of attendance. If you wish to speak on an Open Session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
   At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the City Council regarding an item that is not on this meeting agenda. Each person will be allowed up to 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 information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.
4. **Work Session.**
   a. Discuss the upcoming Sherley Water Tower Rehabilitation. (Director of Public Works Greg Peters, P.E.)
   b. Discuss the use of the American Rescue Plan Act of 2021 (ARPA) Funds for the replacement of critical infrastructure in Downtown Anna. (Director of Public Works Greg Peters, P.E.)
   c. Discuss and update on the Municipal Complex and Central Fire Station with discussion of the upcoming Change Order 3. (Director of Public Works Greg Peters, P.E.)
5. **Reports.**
   Receive reports from Staff or the City Council about items of community interest. *Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of*

the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

a. Proclamation for National Code Compliance Month

b. Recognition of Anna Economic Development Corporation for receiving the IEDC Silver Award in the General Purpose Print Category for the new map brochure. (Director of Economic Development Joey Grisham)

6. **Consent Items.**

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

a. Approve the City Council Meeting Minutes for September 25, 2021 and September 28, 2021. (City Secretary Carrie Land)

b. Review Council, Boards and Commissions Attendance for the past quarter. (City Secretary Carrie Land)

c. Review Minutes of the August 5, 2021, Joint Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)

d. Review Planning & Zoning Commission Meeting Minutes from September 7, 2021. (Director of Development Services Ross Altobelli)

e. Approve a Resolution regarding the Mercer Estate Development Plat, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

f. Approve a Resolution regarding the Anna Retail Addition, Block A, Lot 5, Site Plan. (Director of Development Services Ross Altobelli).

g. Approve a Resolution regarding the Anna Crossing Municipal, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

h. Approve a Resolution regarding the Cox Addition, Block A, Lots 1 & 2, Replat. (Director of Development Services Ross Altobelli).

i. Approve a Resolution regarding the Anna Retail Addition, Block A, Lots 3, 4, & 5, Preliminary Replat. (Director of Development Services Ross Altobelli)

j. Approve a Resolution regarding the Villages of Hurricane Creek - North, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)

k. Approve a Resolution regarding the Villages of Hurricane Creek - North, Phase 1A, Final Plat. (Director of Development Services Ross Altobelli)

l. Approve a Resolution regarding The Villages of Hurricane Creek, Phase 1B, Final Plat. (Director of Development Services Ross Altobelli)

m. Approve a Resolution regarding the One Anna Two Addition, Block A, Lots 3R & 4, Replat. (Director of Development Services Ross Altobelli)

n. Approve a Resolution regarding the One Anna Two Addition, Block A, Lot 3R, Site Plan. (Director of Development Services Ross Altobelli)

o. Approve a Resolution regarding the Walnofer Addition, Block A, Lot 2R, Replat. (Director of Development Services Ross Altobelli)

p. Approve a Resolution regarding the Whiterock Subdivision, Block A, Lots 1-5, Preliminary Plat. (Director of Development Services Ross Altobelli)

q. Approve a Resolution authorizing the City Manager to execute a professional

services agreement with Project Advocates for project scoping services on the Anna Public Library project. (Director of Public Works Greg Peters, P.E.)

r. Approve a Resolution authorizing the City Manager to execute a First Amended and Restated Impact fee Reimbursement Agreement for Shadowbend Subdivision. (Director of Public Works Greg Peters, P.E.)

7. **Items For Individual Consideration.**

a. Consider/Discuss/Action on a resolution approving a Development Agreement with Anacapri Laguna Azure LLC. (Director of Economic Development Joey Grisham)

b. Hold a Public Hearing and Consider/Discuss/Act on a resolution approving a declaration of no objection for a proposed multifamily project. (Director of Economic Development Joey Grisham)

c. Acting as the Anna Public Facility Corporation, Consider/Discuss/Act on approving a bond inducement resolution for the Palladium East Foster Crossing Multifaimily Project. (Director of Economic Development Joey Grisham)

d. Consider/Discuss/Act on a resolution approving an Amended and Restated Economic Development Incentive Agreement between the City of Anna, Texas and Waypoint Land & Capital, LLC, Anna Village Residential, Ltd., and Anna Village Commercial, Ltd. (Director of Economic Development Joey Grisham)

e. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend Article 9.04 Zoning Ordinance and related sections of the Development Regulations to modify regulations pertaining to swimming pool setbacks. (Director of Development Services Ross Altobelli)

f. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding The Villages of Hurricane Creek, Phase 1B, Block K, Lots 19R, 20-23, 3X, & 24X, Replat. (Director of Development Services Ross Altobelli)

g. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding Anacapri, Phase 1C, Replat. (Director of Development Services Ross Altobelli)

h. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding the Camden Parc in Anna, Phase 5, Replat. (Director of Development Services Ross Altobelli)

i. Consider/Discuss/Act on a resolution approving an Economic Development Incentive Agreement between Vaquero DG Westminister Partners, LP and the City of Anna, Texas. (Director of Economic Development Joey Grisham)

j. A) Reopen Previously Continued Public Hearing to consider public comments regarding a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2). (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on an Ordinance approving a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2).

C) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Vaquero DG Westminster, Block A, Lot 1, associated with the rezoning request and development of the property.

k. Consider/Discuss/Action on a Resolution nominating a candidate or candidates for the Board of Directors for election of Collin Central Appraisal District. (City Secretary Carrie Land)

l. Consider/Discuss/Action on filling a vacancy on the Planning and Zoning Commission. (City Secretary Carrie Land)

8. **Closed Session (Exceptions).**

Under Tex. Gov'T Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:

a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Veterans Program; *Bunetto v. City of Anna*, Civil Action No. 4:21-cv-00413, United States District Court, Eastern District of Texas, Sherman Division.

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

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

d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions

The Council further reserves the right to enter into executive session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

9. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

10. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on October 8, 2021.

_____

Carrie L. Land, City Secretary

1. The Council may vote and/or act upon each of the items listed in this agenda.
2. The Council reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.
3. Persons with a disability who want to attend this meeting who may need assistance should contact the City Secretary at 972 924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Gregory Peters

AGENDA ITEM:
Discuss the upcoming Sherley Water Tower Rehabilitation. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

FINANCIAL IMPACT:
The budget for this project in the FY2022 Community Investment Program budget is $195,000 in the Utility Non-Bond Fund.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:
None - this is a workshop item.

ATTACHMENTS:

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 10/8/2021
Terri Doby, Budget Manager	Approved - 10/8/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss the use of the American Rescue Plan Act of 2021 (ARPA) Funds for the replacement of critical infrastructure in Downtown Anna. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is to solicit feedback from the City Council on the scope of a future infrastructure project.

FINANCIAL IMPACT:

The City of Anna has received the first remittance of the American Rescue Plan Act of 2021 funds in the amount of $1.858 million. (The second remittance is expected in the spring of 2022.) The funding is currently deposited in investment accounts, and the City has up to four years to spend it. Once decisions are made regarding project scope and scheduling, a budget amendment will be brought back to the City Council for approval.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

None - this item is for discussion only.

ATTACHMENTS:

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 10/8/2021
Terri Doby, Budget Manager	Approved - 10/8/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Gregory Peters

AGENDA ITEM:
Discuss and update on the Municipal Complex and Central Fire Station with discussion of the upcoming Change Order 3. (Director of Public Works Greg Peters, P.E.)

SUMMARY:
The City of Anna has an ongoing construction project for a new Municipal Complex and Central Fire Station in Downtown Anna, located on the east side of State Highway 5 between 5th Street and 7th Street. Site construction began in October of 2019 on the project, and building construction began in 2020.

During the fall of 2019, **the City went through an extensive value engineering process to decrease the cost of the project** as necessary due to rising construction costs. Many key aspects of the project were removed from the project scope in order to maintain the project budget.

Thus far, there have been 2 change orders to the contract, including:

- Change Order 1: Increase of $79,107.00 for unforeseen additional site work to cap an underground water well/aquifer (Exhibit A attached)

- Change Order 2: November 30, 2020. No Cost, Time Extension of 5 months for incurred delays and weather to October 31, 2020, New Substantial Completion Date: September 30, 2021 (Exhibit B attached)

This item is to provide an update on the status of the project and to hold a discussion on items to include in the upcoming Change Order 3, which may include multiple items which were removed from the project scope during the value engineering process.

FINANCIAL IMPACT:
The financial impact will be determined based upon the selection of additional items for approval by the City Council. The budget for the Municipal Complex Project is $30.9 million in the Capital Projects Bond Fund and $1.24 million in the Capital Projects Non Bond Fund for FFE (Furniture, Fixtures and Equipment) including the Bump Out Safety System, a Commercial Extractor, and an SCBA Compressor for the Fire Department.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

None at this time. This is a discussion item. The Change Order will be finalized and brought to City Council for approval at the 10/26 meeting.

ATTACHMENTS:

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 10/8/2021
Terri Doby, Budget Manager	Approved - 10/8/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

City of Anna, Texas

Proclamation

NATIONAL CODE COMPLIANCE MONTH
OCTOBER 2021

WHEREAS, Code Enforcement Officers provide for safety and welfare of the citizens throughout the United States through the enforcement of local codes or ordinances facing various issues of building, zoning, housing, environmental, health and life safety; and

WHEREAS, Code Enforcement Officers often have a challenging and demanding role and often do not receive recognition for the job that they do in improving living and working conditions for our residents and businesses; and

WHEREAS, Code Enforcement Officers are dedicated, and high qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers often have a highly visible role in the communities they serve and regularly interact with a variety of state officials, county officials, first responders, legislative boards, commissions, agencies, and bodies; and

WHEREAS, Code Enforcement Officers are called upon to provide quality customer service and excellence to the residents and businesses of the communities in which they serve; and

WHEREAS, the City of Anna wants to recognize and honor Code Enforcement Officers and Professionals and bring awareness to the Importance of Code Enforcement to the community; and

THEREFORE, BE IT PROCLAIMED the month of October 2021 as National Code Compliance Month in the City of Anna calls about its neighbors to recognize and express their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

In witness, whereof I have hereunto set my hand this ____ day of _____ 2021 and called this seal to be affixed.

_____

Nate Pike, Mayor

Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact:

AGENDA ITEM:
Proclamation for National Code Compliance Month

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 2021 Code Compliance Month (002)

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 10/8/2021
Marc Marchand, Director of Neighborhood Services	Approved - 10/8/2021
Terri Doby, Budget Manager	New - 1/1/1900
Jim Proce, City Manager	

City of Anna, Texas

Proclamation

NATIONAL CODE COMPLIANCE MONTH
OCTOBER 2021

WHEREAS, Code Enforcement Officers provide for safety and welfare of the citizens throughout the United States through the enforcement of local codes or ordinances facing various issues of building, zoning, housing, environmental, health and life safety; and

WHEREAS, Code Enforcement Officers often have a challenging and demanding role and often do not receive recognition for the job that they do in improving living and working conditions for our residents and businesses; and

WHEREAS, Code Enforcement Officers are dedicated, and high qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers often have a highly visible role in the communities they serve and regularly interact with a variety of state officials, county officials, first responders, legislative boards, commissions, agencies, and bodies; and

WHEREAS, Code Enforcement Officers are called upon to provide quality customer service and excellence to the residents and businesses of the communities in which they serve; and

WHEREAS, the City of Anna wants to recognize and honor Code Enforcement Officers and Professionals and bring awareness to the Importance of Code Enforcement to the community; and

THEREFORE, BE IT PROCLAIMED the month of October 2021 as National Code Compliance Month in the City of Anna calls about its neighbors to recognize and express their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

In witness, whereof I have hereunto set my hand this ____ day of _____ 2021 and called this seal to be affixed.

_____

Nate Pike, Mayor

Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Recognition of Anna Economic Development Corporation for receiving the IEDC Silver Award in the General Purpose Print Category for the new map brochure. (Director of Economic Development Joey Grisham)

SUMMARY:

The Anna EDC received the 2021 Silver Award from the International Economic Development Council (Communities under 25,000) in the General Purpose Print Category for the new map brochure. Just a few years ago, the EDC received a Silver and Bronze IEDC Award for the EDC website and Anna Business Park video. The staff has been working diligently in partnership with Cooksey Communications to aggressively market Anna and reach multiple audiences, and the results are paying off. This also fits within the Economic Development Strategic Plan goals of award recognition and marketing Anna. The IEDC is the largest Economic Development organization in the world and received over 500 nominations for awards.

FINANCIAL IMPACT:

NA

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

For information only

ATTACHMENTS:

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 10/8/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact:

AGENDA ITEM:
Approve the City Council Meeting Minutes for September 25, 2021 and September 28, 2021. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:
1. Draft CCmin20210925
2. Draft CCmin20210928

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 10/6/2021
Terri Doby, Budget Manager	Approved - 10/6/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Regular City Council Meeting
Meeting Minutes

Saturday, September 25, 2021 @ 8:30 AM

Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409

The City Council of the City of Anna will meet at 8:30 AM, on September 25, 2021, at the Anna City Hall, Located at 111 N. Powell Parkway, to consider the following items.

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

Mayor Pike called the meeting to order at 8:30 AM.

All Council Members were present.

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

Mayor Pike led the Invocation and Pledge of Allegiance.

3. **Neighbor Comments.**

No comments from the public.

4. **Reports.**

a. Update on Federal Funds

City Manager Jim Proce gave a brief presentation.

5. **Work Session.**

a. Council Briefing by staff on strategic plan elements.

City Manager Jim Proce gave a brief presentation.

6. **Closed Session (Exceptions).**

Under Tex. Gov'T Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:

a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

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

MOTION: Council Member Toten moved to enter closed session. Council Member Miller seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 9:18 AM.

Mayor Pike reconvened the meeting at 10:16 AM.

7. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action was taken.

8. **Adjourn.**

Mayor Pike adjourned the meeting at 10:16 AM.

Approved on October 12, 2021.

_____
Mayor Nate Pike

ATTEST:

_____
City Secretary Carrie L. Land

Regular City Council Meeting
Meeting Minutes

Tuesday, September 28, 2021 @ 6:30 PM

Anna ISD Board Room
201 E. 7th Street, Anna, Texas 75409

The City Council of the City of Anna met at 6:30 PM, on September 28, 2021, at the Anna ISD Board Room, located at 201 E. 7th Street, to consider the following items.

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

Mayor Pike called the meeting to order at 6:30 PM.

Council Member Vollmer was absent.

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

Council Member Carver led the Invocation and Mayor Pike led the Pledge of Allegiance.

3. **Neighbor Comments.**

Bruce Norwood spoke in favor of the multiple-family residential; however, expressed concerns about traffic in Town Square.

Andrew Michrina thanked Parks Manager Jeff Freeth and staff for providing a brochure of recreation programs.

4. **Reports.**

a. Proclamation recognizing September and October as North Texas Community Cleanup Challenge Months.

5. **Work Session.**

No Work Session was held.

6. **Consent Items.**

MOTION: Council Member moved to approve Consent Items 6. a. through h. Council Member Toten seconded. Motion carried 6-0.

a. Approve the City Council Meeting Minutes for the September 7th and September 14th Council Meetings. (City Secretary Carrie Land)

b. Approve a Resolution approving the sale of certain real property acquired at a delinquent tax foreclosure sale, as provided by Section 34.05 of the Texas Property Tax Code. (Director of Finance Alan Guard)

Collin County received several offers to purchase a number of properties that were previously bid off to the taxing units. These offers were the highest and best received for each property. Texas Property Tax Code Section 34.05(i) authorizes the private re-sale of tax foreclosed properties with the consent of the taxing units involved in the foreclosure lawsuits. The Collin County Commissioners Court approved the sale for all the properties on June 21, 2021.

The City of Anna was a party to one of the lawsuit and consent is needed from the City before finalizing the sale. The County is asking if the City would consider the offer attached and formally give its consent to the resale and accept the offer.

FINANCIAL IMPACT: The City will receive its share of taxes owed from the property as part of the settlement.

A RESOLUTION APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE.

c. Development Agreement – Anna Crossing, Phase 1C Addition (Director of Development Services Ross Altobelli)
Approve a Resolution entering into a development agreement with East Foster, LLC to establish development and design regulations for further development on 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane.

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture.

Approving the development agreement in no way puts an obligation on the City Council to approve the rezoning request. It only puts in place development and design regulations should the decision be made to approve the rezoning request.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH EAST FOSTER, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED AT THE NORTHEAST CORNER OF FINLEY BOULEVARD AND FLORENCE WAY.

d. Development Agreement - Parmore-Anna (Director of Development Services Ross Altobelli)
Approve a Resolution entering into a development agreement with Anna Town Center Mixed Use, LLC to establish development and design regulations for further development on 9.9± acres located on the northeast corner of Finley Boulevard and Florence Way.

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture.

Approving the development agreement in no way puts an obligation on the City Council to approve the rezoning request. It only puts in place development and design regulations should the decision be made to approve the rezoning request.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA TOWN CENTER MIXED USE, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED AT THE NORTHEAST CORNER OF FINLEY BOULEVARD AND FLORENCE WAY.

e. Development Agreement - The Grand at Anna Town Square (Director of Development Services Ross Altobelli)
Approve a Resolution entering into a development agreement with Anna Town Center Mixed Use, LLC to establish development and design regulations for further development on 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way.

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture.

Approving the development agreement in no way puts an obligation on the City Council to approve the rezoning request. It only puts in place development and design regulations should the decision be made to approve the rezoning request.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA TOWN CENTER MIXED USE, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED AT THE SOUTHWEST CORNER OF FINLEY BOULEVARD AND FLORENCE WAY.

f. Review Minutes of the July 15, 2021, Diversity and Inclusion Advisory Commission Meeting. (Assistant City Manager Ryan Henderson)

g. Review Minutes of the August 3, 2021, Diversity and Inclusion Advisory Commission Meeting. (Assistant City Manager Ryan Henderson)

h. Approve a Contract and Authorize Execution of Same for the Purchase, Installation and Storage of a 30' Lighted Artificial Christmas Tree from Lone Star Lighting (Director of Neighborhood Services Marc Marchand)

The Christmas Tree included in the bid is a replacement and upgrade of the old artificial Christmas tree used for many years by the City of Anna. It will be part of the annual Christmas decoration and lighting of City parks and facilities. The Christmas tree will be located at the current City Hall.

An Invitation to Bid was posted through Ion Wave on September 3, 2021, at 12:00 PM and opened on September 17, 2021, at 12:30 PM. The low bidder is Lone Star Lighting out of Melissa, TX with a bid of $56,630. The bids from the four remaining bidders ranged from $62,416 to $164,890.

The base price includes a lighted artificial Christmas tree, installation, take-down and storage of same for one year. The tree is an RGB Animated Majestic Mountain Pine Tree, 30' in height, manufactured by Twinkly Pro. It has smart technology built-in and is capable of millions of unique color combinations and effects that can be programed from a smart phone app. The bid includes a 3D Snowburst Tree Topper that is 5' tall. There are no ornaments included to provide maximum visibility to the animated lights.

The Christmas tree will be delivered and installed no later than November 23, 2021, and removed no later than January 8, 2022. The vendor will place the tree in storage for one year.

FINANCIAL IMPACT: $56,630 from Park Development Fund (372-558-67000) this year. Cost for installation, take-down and storage in future years.

7. **Items For Individual Consideration.**

a. Anna Crossing Phase 1C Addition, Zoning & Concept Plan (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding a request to rezone 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane from Planned Development-General Commercial (PD-C-2) to Planned Development-Multiple-Family - High Density (PD-MF-2) to allow for multiple-family residences on one lot.

2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 rezoning request to allow for a multiple-family residence development with modified development standards.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the

Concept Plan, Anna Crossing Phase 1C Addition, Block G, Lot 1, associated with the rezoning request.

The applicant is requesting to rezone the property to allow for multiple-family residences with modified development standards. The multiple-family residence will serve as a transition between the Anna Industrial Park located across E. Foster Crossing Road and the single-family residential development located directly to the north. The language in the proposed PD district would allow for modified development standards associated with the multiple-family residence development.

Proposed Modified Standards

Maximum height - The existing base zoning (PD-C-2) allows for a maximum height of 35 feet.

- The applicant is proposing a 4-story building design that will have a maximum height of 55 feet.

Density - The MF-2 zoning districts miscellaneous provisions allow for a maximum density of 25 units per gross acre as long as special fire protection requirements are observed.

- The applicant is proposing a density of 29 units per acre.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking to 1.5 space per dwelling unit, plus 0.25 spaces for visitor parking, and reduce the covered parking to 50%.

Screening fence - The MF-2 zoning requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way.

- The applicant is requesting to install the eight-foot-tall masonry fencing along the northwest property line adjacent to the proposed single-family lots. The remaining screening fence is requested to be a six-foot-high ornamental metal fence with masonry columns. Additionally, along the northwest property boundary adjacent to single-family residential lots and in addition to the 8-foot-tall masonry fencing, the site will include a 10-foot-wide landscape buffer with vegetative screening.

Refuse Facilities - The applicant is proposing to provide a 30 cubic yard compactor and an 8 cubic yard recycling container that will be centrally located for all residents.

The Future Land Use Plan designates this property as Professional Campus. Although the proposed zoning is not in conformance with the Future Land Use Plan the proposed multiple-family zoning will help support the Professional

Campus vision by providing the necessary housing needed for office campus environments.

Recommendation:

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The proposal includes the following:

1. Standards that enhance the perimeters when adjacent to single-family residential developments.

2. The zoning request proposes a development pattern that aligns with the Master Thoroughfare Plan and provides for a land use transition for development as it moves north of the Collin County Outer Loop that is superior to the existing zoning.

3. Allows for a development that diversifies the range of housing choices within the City of Anna.

For these reasons, staff is in support of the zoning request. At their Tuesday, September 7, 2021, meeting, the Planning & Zoning Commission recommended approval of the Zoning (5-2) and approval of the Concept Plan (4-3).

Mayor Pike opened the public hearing at 7:00 PM.

Requestor Stan Franklin spoke in favor.

Mayor Pike closed the public hearing at 7:07 PM.

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.

MOTION: Council Member Miller moved to approve. Council Member Ussery seconded. Motion carried 6-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR ANNA CROSSING, PHASE 1C ADDITION, BLOCK A, LOT 1

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 6-0.

b. Parmore-Addition, Zoning, Concept Plan, & Preliminary Plat (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding a request to rezone 9.9± acres located at the northeast corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family

– High Density (PD-C-2/MF-2) to Planned Development-Multiple-Family- High Density (PD-MF-2).

2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 rezoning request to allow for a multiple-family residence development with modified development standards.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Parmore Addition, Block A, Lot 1, associated with the rezoning request.

4) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Parmore Addition, Block A, Lot 1, associated with the development of a multiple-family residence.

The subject property is located within portions of District G (Town Center Zone) and District H (Southern Town Center Zone) of the Anna Crossing zoning. Both districts allow multiple-family residence by-right. Staff is recommending the property be rezoned rather than amended in order to clean-up the zoning district boundary associated with the current request. Additionally, the applicant is requesting to modify MF-2 Multiple-Family Residential – High Density (MF-2) development standards pertaining to parking, fencing, and refuse facilities.

Proposed Planned Development Stipulations

Design Standards – The existing zoning currently permits 3-story multiple-family residences. The language in the proposed stipulations re-establishes the allowed use with the same maximum height of 3 stories or 50 feet.

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking to 1 space per bedroom with guest parking included in the overall 1 space per bedroom parking ratio and reduce the covered parking to 50%.

Screening fence – The MF-2 zoning requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

- The applicant is requesting to install a six-foot-high ornamental metal fence with masonry columns. Additionally, along the northern property boundary adjacent to single-family residential lots, in addition to the fencing the site will include a 10- foot-wide landscape buffer with vegetative screening.

Refuse Facilities – The applicant is proposing to locate every dwelling unit within 300 feet of a refuse facility (current zoning states 250 feet) and there shall be available at all times at least six cubic yards of refuse container per 35 multiple family dwelling units (current zoning standards state 30 units).

Recommendation:

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The multiple-family residence land use is currently allowed by/right on the property. The proposed development stipulations/restrictions allow for a superior development than what would be allowed under existing zoning allowances. At their Tuesday, September 7, 2021 meeting, the Planning & Zoning Commission recommended approval of the Zoning (6-1), Concept Plan (7-0), and Preliminary Plat (7- 0).

Mayor Pike opened the public hearing at 7:12 PM.

No comments.

Mayor Pike closed the public hearing at 7:12 PM.

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.

MOTION: Council Member Toten moved to approve. Mayor Pike seconded. Motion carried 6-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR PARMORE-ANNA, BLOCK A, LOT 1.

MOTION: Mayor Pike moved to approve. Council Member Atchley seconded. Motion carried 6-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR PARMORE ADDITION, BLOCK A, LOT 1

MOTION: Council Member Toten moved to approve. Council Member Miller seconded. Motion carried 6-0.

c. The Grand at Anna Town Square - Zoning & Concept Plan (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding a request to rezone 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) to Planned Development-Multiple-Family- High Density (PD-MF-2).

2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 zoning

request to allow for a multiple-family residence development with modified development standards.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, The Grand at Anna Town Square, Block A, Lot 1, associated with the rezoning request.

The subject property is located within portions of District G (Town Center Zone) and District H (Southern Town Center Zone) of the Anna Crossing zoning. Both districts allow multiple-family residence by-right. Staff is recommending the property be rezoned rather than amended in order to clean-up the zoning district boundary associated with the current request.

Proposed Planned Development Stipulations

Design Standards – The existing zoning currently permits 3-story multiple-family residences. The language in the proposed stipulations re-establishes the allowed use with the same maximum height of 3 stories or 50 feet.

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce only the required parking for one-bedroom and studio units to 1.5 space and reduce the amount of covered parking to 40%.

- The zoning will maintain the required two (2) spaces per two or more-bedroom units and additional 0.25 visitor parking requirements.

Screening fence – The MF-2 zoning requires border fencing of masonry construction not less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

- The applicant is requesting to install a six-foot-high ornamental metal fence with masonry columns. Additionally, along any perimeter not abutting a public rightof-way the site will include a 20-foot-wide landscape buffer with vegetative screening.

Refuse Facilities – Rather than have multiple dumpsters, the application is proposing one compactor on-site. Additionally, the development will utilize a valet wase service to collect residents trash directly on scheduled days.

Recommendation

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The multiple-family residence land use is currently allowed by-right on the property. The proposed development stipulations/restrictions allow for a superior development than what would be allowed under existing zoning allowances.

At their Tuesday, September 7, 2021 meeting, the Planning & Zoning

Commission recommended approval of the Zoning (6-1) and Concept Plan (6-1).

Mayor Pike opened the public hearing at 7:21 PM.

No comments.

Mayor Pike closed the public hearing at 7:21 PM.

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.

MOTION: Council Member Carver moved to approve. Council Member Toten seconded. Motion carried 6-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR THE GRAND AT ANNA TOWN SQUARE, BLOCK A, LOT 1.

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 6-0.

d. Vaquero DG Westminster, Zoning & Preliminary Plat (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2).

2) Consider/Discuss/Action on an Ordinance approving the C-2 rezoning request.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Vaquero DG Westminster, Block A, Lot 1, associated with the rezoning request and development of the property.

The applicant is requesting to rezone the property in order to allow for a department store. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance.

Staff is recommending City Council table the zoning and preliminary plat request to allow for additional time to finalize the incentive agreement with the applicant.

Mayor Pike opened the public hearing at 7:25 PM.

No comments.

Mayor Pike closed the public hearing at 7:25 PM.

MOTION: Mayor Pike moved to table this item to the October 12, 2021, meeting to be held at Anna ISD Boardroom, 201 E. 7th Street, Anna, Texas 75409. Council Member Miller seconded. Motion carried 6-0.

e. Consider/Discuss/Action on an Ordinance changing the speed limit for SH 121 in the City limits of Anna, Texas to 65 miles per hour. (Director of Public Works Greg Peters, P.E.)

TxDOT has been constructing roadway improvements to SH 121 between Melissa and the Collin County line. Following the substantial completion of the roadway improvements, TxDOT conducted a speed study and determined that SH 121 within the City limits of Anna should be set at 65 miles per hour, from the Collin County Outer Loop to County Road 1220. The study was completed in accordance with the requirements of the State of Texas and the Manual on Uniform Traffic Control Devices. Based on these results, TxDOT is requesting the City to adopt an Ordinance establishing a speed limit of 65 miles per hour for the portion of SH 121 within Anna's City Limits.

City staff have reviewed this request and the speed study data and concurs with TxDOT's findings. Adoption of the 65 miles per hour speed limit will ensure a consistent speed limit on SH 121 through the region.

MOTION: Council Member Toten moved to deny. Motion failed due to lack of a second.

MOTION: Council Member Atchley moved to approve. Mayor Pike seconded. Motion failed 2-4. Council Members Toten, Carver, Miller, and Ussery opposed.

f. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute an Impact Fee Reimbursement agreement for Anna Crossing with Anna Crossing AMC, Limited. (Director of Public Works Greg Peters, P.E.)

Anna Crossing is a master-planned development in the City of Anna Texas with many phases of residential and mixed use development. As a part of the overall project, the developer is constructing major roadways, including Finley Boulevard and Leonard Avenue. In accordance with State Law, the City is required to reimburse roadway impact fees collected from a subject property when the developer of the project constructs adjacent roads per the City of Anna Master Thoroughfare Plan.

Developers are able to construct public roadways more efficiently and for a lower cost than stand-alone City projects, as they can perform the work while paving all of the internal streets - increasing the total volume of work for the contractor.

This agreement requires the road projects adjacent to Phase 5 and Phase 6 of Anna Crossing to commence construction by September of 2023. For their mixed use project, the developer will be required to commence construction within 180 days of a building permit being issued for each mixed use development. This

ensures that the City will receive construction of the major roadways required for the community.

FINANCIAL IMPACT:
The total roadway impact fee reimbursement will be the lesser of the actual construction cost, or $1,990,322. All reimbursements will come from Roadway Impact Fees collected from development on the property. In this way, growth is funding the infrastructure required for growth.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND ANNA CROSSING AMC, LIMITED, A TEXAS LIMITED PARTNERSHIP, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Toten moved to approve. Council Member Miller seconded. Motion carried 6-0.

g. Consider authorization of the City Manager to publish notice of an Ordinance creating a Stormwater Utility for the City of Anna in the Anna Melissa Tribune. (Director of Public Works Greg Peters, P.E.)

The City of Anna has been working with Birkhoff Hendricks and Carter to complete a stormwater utility study for the City of Anna. The study is now complete. In accordance with State Law, if the City desires to adopt an ordinance to create a stormwater utility and to adopt a stormwater fee, a copy of the ordinance must be printed in the local newspaper prior to holding the public hearing and considering adoption. This item is to authorize staff to move forward with posting the ordinance in the paper.

The Stormwater Utility Study shows that a proposed rate structure of $3.20/month for residential and $10.52/acre/month for non-residential will provide the funds necessary to perform basic operations and maintenance of the stormwater system and to initiate basic stormwater planning projects required to accommodate the changes to storm drainage caused by development, growth, and natural weather events. Currently, the City has an annual funding of $20,000 for stormwater projects, which is insufficient to provide proper maintenance and repair of existing drainage channels, bar ditches, underground storm systems, and natural creeks and drainageways.

Per State Law:

- Before adopting the ordinance, the governing body must publish a notice in a newspaper of general circulation in the municipality stating the time and place of a public hearing to consider the proposed ordinance. The proposed ordinance must be published in full in the notice. The governing body shall publish the notice three times before the date of the hearing. The first publication must occur on or before the 30th day before the date of the hearing.

- After passage of the ordinance adopting this subchapter, the municipality may levy a schedule of drainage charges. The municipality must hold a public hearing

on the charges before levying the charges. The municipality must give notice of the hearing in the manner provided above. The proposed schedule of drainage charges, as originally adopted or as revised, must be published in the notice.

If the City Council approves this item, a public hearing will be set for November 9, 2021 to formally consider adoption of the ordinance to create a stormwater utility and to set a stormwater fee.

MOTION: Council Member Toten moved to approve. Council Member Miller seconded. Motion carried 6-0.

h. Acting as the Anna Public Facility Corporation Board of Directors, Consider/Discuss/Action on corporate bylaws, and appoint offices of president, vice-president, secretary, and executive director. (Director of Economic Development Joey Grisham)

The Anna Public Facility Corporation (PFC) has now been created and approved by the Texas Secretary of State. The next step is for the PFC Board to act on bylaws and elect officers.

MOTION: Council Member Toten moved to appoint President Nate Pike, Vice President Lee Miller, Secretary Kevin Toten, and Executive Director Joey Grisham. Council Member Carver seconded. Motion carried 6-0.

MOTION: Mayor Pike moved to approve the PFC Bylaws. Council Member Miller seconded. Motion carried 6-0.

i. Acting as the Anna Public Facility Corporation, Consider/Discuss/Act on approving a Municipal Advisory Agreement with Hilltop Securities, Inc. (Director of Economic Development Joey Grisham)

Similar to the Anna Housing Finance Corporation, staff recommends executing a similar agreement with Hilltop Securities for financial advisory services related to the Anna Public Facility Corporation.

MOTION: Mayor Pike moved to approve. Council Member Toten seconded. Motion carried 6-0.

j. Consider/Discuss/Action on an Ordinance Amending the FY2020 - 2021 Budget. (City Manager Jim Proce)

The proposed budget amendment includes funding for the following purposes:

The Fund Balance and Working Capital Reserve Policy was adopted on May 25, 2021. The policy on the Unassigned Fund Balance is that the goal is to achieve and maintain an unassigned fund balance in the General Fund equal to 40% of total appropriations. A balance of more than 40% is excessive.

The policy further states that the amount in excess of 40% can be used for one-time capital equipment purchases or other capital projects. The Unassigned

Fund Balance on September 30, 2021, is projected to be more than 57% of total appropriations. This amendment will transfer the excess fund balance in the amount of $700,000 to the Capital Projects Non Bond Fund where it can be expended for one-time purchases.

On March 9, 2021, the City Council approved Resolution No. 2021-03-876 to execute purchase orders for the purchase of Firefighter Equipment to include the Bump Out Safety System, a Commercial Extractor, and the SCBA Compressor. This amendment will add a budget to the Capital Projects Non Bond Fund so that the purchase of these items can be finalized as we approach moving into our new City Hall.

MOTION: Council Member Miller moved to approve. Council Member Ussery seconded. Motion carried 6-0.

8. **Closed Session (Exceptions).**

Under Tex. Gov't Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:

a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Municipal Facilities

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

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

d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

MOTION: Council Member Carver moved to enter Closed Session. Mayor Pike seconded. Motion carried 6-0.

Mayor Pike recessed the meeting at 7:56 PM.

Mayor Pike reconvened the meeting at 8:31 PM.

9. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action was taken.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 8:31 PM.

Approved on October 12, 2021.

_____
Mayor Nate Pike

ATTEST:

_____
City Secretary Carrie L. Land

Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact:

AGENDA ITEM:
Review Council, Boards and Commissions Attendance for the past quarter. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. Council and Boards Attendance Official

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 10/6/2021
Terri Doby, Budget Manager	Approved - 10/6/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

CITY COUNCIL ATTENDANCE

p = present a = absent

DATE	Nate Pike	Kevin Toten	Josh Vollmer	Stan Carver II	Randy Atchley	Danny Ussery	Lee Miller
8/24/2021	p	p	p	p	p	p	p
1/12/2021	p	p	p	p	p	p	p
1/26/2021	p	p	p	p	p	p	p
2/9/2021	p	p	p	p	p	p	p
2/16/2021	p	a	a	p	a	p	p
2/23/2021	p	p	p	p	p	p	p
3/9/2021	p	p	p	zoom	p	zoom	p
3/23/2021	p	p	p	a	p	p	p
4/13/2021	p	p	p	p	p	p	p
4/27/2021	p	p	p	p	p	p	p
5/11/2021	p	p	p	p	p	p	p
5/25/2021	p	p	p	p	p	p	p
6/8/2021	p	p	p	p	p	p	p
6/22/2021	p	p	p	p	p	p	p
7/13/2021	p	p	p	p	p	p	p
7/27/2021	p	p	p	p	p	p	p
8/10/2021	p	p	p	a	p	a	p
8/24/2021	p	p	p	p	p	p	p
8/31/2021	a	p	p	p	p	p	p
9/7/2021	a	p	p	p	p	p	p
9/14/2021	p	p	p	p	p	p	p
9/28/2021							

BOARD OF ADJUSTMENTS ATTENDANCE p = present a = absent

Date	Jon Hendricks	Kelly Herndon	Nick Rubits	Brent Thomas	Tony Bellefond	Sandy Setliff	David Briggs
20-Oct							
20-Nov							
20-Dec							
	Jon Hendricks	Kelly Herdon-Patterson	Sandy Setliff	Elinor Williams	Tony Bellefond	Greg Williams	Brian Ward
02.10.21	p	p	P	p	p	p	A
	Jon Hendricks	Kelly Herdon-Patterson	Greg Williams	David Nylec	Tony Bellefond	Choya Morrison	Brian Ward
09.29.21	p	p	A	p	A	p	A

Name	5-Jan	2-Feb	2-Mar	6-Apr	4-May
Pete Cain	Present	Absent	Present	Present	Absent
Dyanne Lockridge	Present	Present	Present	Present	Present
Curtis Scretchen	Present	Present	Present	Present	Present
Amanda Kellam	Present	Present	Present	Present	-
Lottia Windham	Absent	Present	Absent	Present	Absent
Roxxanne Aragon	Present	Present	Present	Present	Present
Rose Williams	Present	Present	Present	Absent	Present
Gina Maria Ottavio	Present	Present	Present	Present	Absent
Kathryn Ross	Present	Present	Present	Absent	Absent
Malverse Jackson	Present	Present	Present	Absent	-
Kimberly Jones	Present	Absent	Present	Absent	Present

Name	1-Jun	15-Jul	3-Aug	7-Sep
Pete Cain	Present	Present	Present	Present
Dyanne Lockridge	Present	Present	Present	Absent
Alfredo Fernandez	Present	Present	Present	Present
Alycia Green	Present	Present	Present	Absent
Sinisa Slavnic	Present	Present	Present	Present
Roxxanne Aragon	Present	Present	Present	Present
Rose Williams	Present	Absent	Present	Absent
Gina Maria Ottavio	Present	Present	Present	Present
Maria Ervin	Absent	Present	Present	Present
Blair Rackham	Present	Absent	Present	Present
Kimberly Jones	Absent	Absent	Present	Present

EDC/CDC CORPORATIONS ATTENDANCE					p = present	a = absent	
Date	Anthony Richardson	Stan Carver	Rocio Gonzalez	Bruce Norwood	Michelle Hawkins	Doris Pierce	Shane Williams
20-Jul	p	p	p	p	p	p	p
20-Aug	p	p	p	p	p	p	p
20-Sep	p	p	p	p	a	p	p
20-Oct	p	p	a	a	p	p	p
20-Nov	p	p	p	a	p	p	p
20-Dec	p	p	p	p	p	p	a
Date	Anthony Richardson	Rocio Gonzalez	Bruce Norwood	Michelle Hawkins	Kylee Kelley	Shane Williams	Matthew Seago
7-Jan	P	P	P	P	N/A	P	P
4-Feb	p	p	p	p	N/A	p	p
4-Mar	p	p	p	a	N/A	p	p
1-Apr	p	a	p	a	N/A	p	p
6-May	p	p	p	p	N/A	p	p
3-Jun	p	p	p	p	p	a	p
1-Jul	p	p	p	p	p	p	p
26-Jul	p	p	a	p	p	p	a
5-Aug	p	a	a	p	p	p	a

2021 PLANNING AND ZONNING ATTENDANCE					p = present	A = absent
Column163	LaToya Grady	Brent Thomas	Donald Henke	Alonzo Tutson	Nick Rubits	Duane Hayes
01.04.21	p	p	p	p	excused A	p
02.01.21	P	P	P	P	excused A	P
03.01.21	P	P	P	P	P	A
04.05.21	p	p	A	p	A	p
05.03.21	p	A	p	p	p	A
	LaToya Grady	Brent Thomas	Donald Henke	Alonzo Tutson	Nick Rubits	Paul Wenzel
06.01.21	p	p	p	p	p	p
07.06.21	p	p	p	p	a	p
08.02.21	p	a	a	p	p	p
09.07.21	p	p	p	p	p	p
10.04.21						

Column1

PARKS ADVISORY BOARD ATTENDANCE

p = present a = absent

	Cheryl Merritt	Michelle Clemens	Eldon Baker	Joe Crowder	Jon Hendricks	Eirik Hansen	LeQuey Douglas
20-Jul	p	p	p	p	p	p	p
20-Aug	p	p	p	p	p	p	p
20-Sep	p	p	p	p	p	p	p
20-Oct	p	p	p	p	p	p	p
November 16, 2020	p	p	p	p	p	p	p
December 2020	Did not have a meeting						
January 19, 2021	a	p	p	p	p	p	p
February 2021	Did not have a meeting						
March 29, 2021	p	p	p	p	a	p	p
April 19, 2021	p	a	p	p	a	p	p

	Jonathon Schwy	Michelle Clemens	Eldon Baker	Joe Crowder	Mackenzie Jenks	Eirik Hansen	LeQuey Douglas
24-May-21	p	p	p	p	p	p	p
21-Jun	p	p	p	p	p	p	p
19-Jul	p	p	p	p	p	p	p
16-Aug	p	a	p	a	p	p	a
20-Sep	not have a meeting						

Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Joey Grisham

AGENDA ITEM:
Review Minutes of the August 5, 2021, Joint Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. August 5, 2021 CDC EDC Joint Meeting Minutes Signed

APPROVALS:

Taylor Lough, Economic Development Administrator	Created/Initiated - 10/8/2021
Terri Doby, Budget Manager	Approved - 10/8/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Officers:
Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager
Nathaniel Johnson, Economic Development Intern

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

Thursday, August 5, 2021, at 6:00 pm
Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a regular called meeting at 6:00 p.m. on Thursday, August 5, 2021, at the Anna City Hall Council Chambers, 111 N. Powell Pkwy. Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: https://www.annatexas.gov/962/AgendasMinutes

CDC and EDC Board Members Present: Anthony Richardson, Michelle Hawkins, Kylee Kelley, and Shane Williams. **CDC and EDC Board Members Absent:** Rocio Gonzalez, Matthew Seago, and Bruce Norwood. **Others Present:** Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager), Nathaniel Johnson (Economic Development Intern), Mayor Nate Pike, and Lee Miller (Anna City Council Mayor Pro Tem). **Others Participating Remotely**: Clark McCoy (Attorney).

1. **Call to Order. Roll Call and Establishment of Quorum.**
   The meeting was called to order by Anthony Richardson, Board President, at 6:02 p.m.

2. **Invocation and Pledge.**
   Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. **Neighbor Comments.**
   None.

4. **Consent Agenda.**
   a. Consider/Discuss/Act on approving minutes from the July 5, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
   b. Consider/Discuss/Act on approving minutes from the July 5, 2021, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Anthony Richardson made a motion on behalf of the CDC and EDC to approve the consent agenda. Shane Williams seconded the motion. All were in favor. Motion passed.

5. **Individual Consideration**

6. **Director's Report**
   a. **NTCAR Expo - September 2nd**
   The North Texas Commercial Association of Realtors (NTCAR) Expo has been scheduled for Thursday, September 2nd from 3:00 to 7:00 p.m. at Gilley's Dallas. Please let staff know if you plan to attend as the EDC is a sponsor. It is good to have Board Members at the booth to chat with attendees.
   b. **July Strategic Plan Update**
   Staff reported strong website analytics from all webpages including the google business page. Staff met with the new Executive Director Angie Toles of the Greater Anna Chamber of Commerce, and more follow-up conversation are to come. Staff met with Baylor Scott and White McKinney President Erin Blair. The group is looking to do something in the area, and they will be meeting at their Dallas office next week to pitch the idea. Staff will continue to provide information to the group.
   c. **Downtown Plan and Incentives**
   Staff is working on downtown incentives policy. Staff is looking at other cities downtown incentives as a guide. Furthermore, staff is working on the downtown plan which includes rezoning, changing dated city ordinance, updating the water tower, and branding.
   d. **Economic Development Recap**
   Great event. Speakers did a great job. The message of Anna being open for business was clearly communicated. EDC plans to host more micro events in the future and have events geared towards targeted audiences.

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

Officers:
Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager
Nathaniel Johnson, Economic Development Intern

Michelle Hawkins made a motion to enter closed session. Kylee Kelly seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:40 p.m.

8. **Reconvene into open session and take any action on closed session items.**
Michelle Hawkins made a motion to reconvene into open session. Kylee Kelly seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:01 p.m.

Anthony Richardson made a motion to approve a real estate contract for the Anna Business Park. Shane Williams seconded the motion. All were in favor. Motion passed.

9. **Receive reports from staff or Board Members about items of community interest.**
Lee Miller (Anna City Council Mayor Pro Tem) thanked the board members for their commitment to the city of Anna's Economic and Community Development Corporations. He asked that members call an EDC/CDC staff member ahead of the meeting if you are unable to attend the board meeting, and asked board members be mindful of what they post on social media, as they represent the City of Anna.

10. **Adjourn.**
Anthony Richardson made a motion to adjourn the meeting at 7:04 pm. Kylee Kelly seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC

Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Review Planning & Zoning Commission Meeting Minutes from September 7, 2021. (Director of Development Services Ross Altobelli)

SUMMARY:

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 09-07-2021 PZ Minutes signed

APPROVALS:

Lauren Mecke, Planning Manager	Created/Initiated - 10/6/2021
Terri Doby, Budget Manager	Approved - 10/6/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

MINUTES
PLANNING AND ZONING COMMISSION
September 7, 2021

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on September 7, 2021, at the City Hall located at 111 N Powell Parkway, to consider the following items.

1. Call to Order and Establishment of Quorum

   The meeting was called to order at 7:00 pm.

   Commissioners present were Chairman Alonzo Tutson, Latoya Grady, Nick Rubits, Paul Wenzel, Dennis Ogan, Donald Henke, and Brent Thomas. Staff present was Ross Altobelli, Lauren Mecke, and Salena Tittle

2. Invocation and Pledge of Allegiance

   Commissioner Thomas gave the invocation and led the Pledge of Allegiance.

3. Citizen Comments: At this time, any person may address the Planning and 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 citizen's inquiry or to recite existing policy in response to the inquiry.

   Chairman Tutson welcomed everyone to the meeting and reminded speakers to state their name and address for the record.

   Planning Manager, Lauren Mecke, introduced Salena Tittle to the Commission as the new Planner II for the City of Anna.

4. Location Map

Consent Items

A motion was made by Commissioner Grady, seconded by Commissioner Thomas to recommend approval of consent items 5 through 17. The vote was unanimous.

5. Consider/Discuss/Action to approve minutes of the August 2, 2021 Planning & Zoning Commission Meeting.

6. Consider/Discuss/Action on a recommendation regarding the CR289 Addition, Block A, Lot 1, Development Plat. Applicant: Alexander Bastida

7. Consider/Discuss/Action on a recommendation regarding the Wann Estate Development Plat, Block A, Lot 1, Development Plat. Applicant: Daniel Wann

8. Consider/Discuss/Action on a recommendation regarding the Seekamp Estate Development Plat, Block A, Lot 1, Development Plat. Applicant: Joshua Seekamp

9. Consider/Discuss/Action on a recommendation regarding the 455/75 Business Addition, Block A, Lots 1R, 4, & 5, Replat. Applicant: Anna Eagle Realty, LP

10. Consider/Discuss/Action on a recommendation regarding the 455/75 Business Addition, Block A, Lot 1R, Revised Site Plan. Applicant: Anna Eagle Realty, LP

11. Consider/Discuss/Action on a recommendation regarding the Anacapri, Phase 1A, Final Plat. Applicant: Megatel Homes, LLC

12. Consider/Discuss/Action on a recommendation regarding the Anacapri, Phase 1B, Final Plat. Applicant: Megatel Homes, LLC

13. Consider/Discuss/Action on a recommendation regarding the Anna Crossing, Phase 1C, Final Plat. Applicant: Anna Crossing 40PGE, LTD

14. Consider/Discuss/Action on a recommendation regarding the Ferguson-White Addition, Block A, Lots 1, 2 & 3, Preliminary Plat. Applicant: Lamar National Bank

15. Consider/Discuss/Action on a recommendation regarding the Victoria Falls Center Addition, Block A, Lots 1R & 5R, Replat. Applicant: RR-LI Enterprises, LP

16. Consider/Discuss/Action on a recommendation regarding the Victoria Falls Center Addition, Block A, Lot 5R, Site Plan. Applicant: RR-LI Enterprises, LP

17. Consider/Discuss/Action on a recommendation regarding the Cedar Ridge Estates (formerly known as CR 427 Tract), Preliminary Plat. Applicant: Tex Properties Group LLC

Items for Individual Consideration

18. Consider/Discuss/Action on a recommendation regarding the Quail Creek Run Place, Phase 2, Preliminary Replat. Applicant: Lan Qi.

    Ms. Mecke advised the Commission that the applicant was not ready to proceed forward and requested a 30-day extension.

    Commissioner Wenzel asked for clarification as to why the applicant was asking for a 30-day extension.

    Ms. Mecke advised the Commission that the applicant was still in the process of working out some unfinished items pertaining to the lift station.

    A motion was made by Commissioner Grady, seconded by Commissioner Wenzel to recommend approval of the 30-day extension. The vote was unanimous.

19. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding the Anacapri, Phase 1C, Replat. Applicant: Megatel Homes, LLC.

    Ms. Mecke gave a brief presentation.

    The Public Hearing was opened at 7:08 p.m.

    Commissioner Henke asked what makes the plan a Replat.

    Ms. Mecke advised the Commission that the applicant is making alterations to specific lot lines in order to dedicate right-of-way and easements necessary for the construction of the development.

    The Public Hearing was closed at 7:10 p.m.

    A motion was made by Commissioner Henke, seconded by Commissioner Rubits to recommend approval of the Replat. The vote was unanimous.

20. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding the Camden Parc in Anna, Phase 5, Replat. Applicant: Anna 190, LLC

    Mr. Altobelli gave a brief presentation.

    The Public Hearing was opened at 7:12 p.m.

Commissioner Rubits asked for clarification of the “subject to” language in the staff report.

Councilmen Stan Carver and Danny Ussery entered the meeting at 7:13 p.m.

Mr. Altobelli advised the Commission that there are times when the Engineering and Public Works Departments may still be working with the applicant on outstanding comments or items that may be requested at a later time.

Councilman Kevin Toten entered the meeting at 7:15 p.m.

The Public Hearing was closed at 7:15 p.m.

A motion was made by Commissioner Rubits, seconded by Commissioner Grady to recommend approval of the Replat. The vote was unanimous.

21. A) Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2) for a department store on one lot. Applicant: Westminster 121 Associates

Ms. Mecke gave a brief presentation.

The Public Hearing was opened at 7:17 p.m.

Mary Valverde, 7882 CR 513, asked staff who the Westminister Association was.

Ms. Mecke advised Ms. Valverde that Westminister Association was the applicant for the property.

Commissioner Grady expressed excitement for the proposed development.

Commissioner Thomas thanked Ms. Valverde for coming to the meeting and expressing interest in the new development presented to City Staff and the Commission.

Commissioner Rubits asked staff if any public comment was received from the adjacent subdivision.

Ms. Mecke advised that no public comment had been received.

The Public Hearing was closed at 7:21 p.m.

A motion was made by Commissioner Thomas, seconded by Commissioner Ogan to recommend approval of the Zoning Case. The vote was unanimous.

B) Consider/Discuss/Action on a recommendation regarding the Vaquero DG Westminster, Block A, Lot 1, Preliminary Plat.

Ms. Mecke gave a brief presentation.

Commissioner Henke asked if the applicant had met all required curb cuts.

Ms. Mecke answered yes.

Councilman Ussery left the meeting at 7:26 p.m.

A motion was made by Commissioner Thomas, seconded by Commissioner Henke to recommend approval of the Preliminary Plat. The vote was unanimous.

22. A) Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to rezone 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane from Planned Development-General Commercial (PD-C-2)

(Ord. No. 787-2018) to Planned Development-Multiple-Family - High Density (PD-MF-2) to allow for multiple-family residences on one lot. Applicant: East Foster Crossing, LLC

Mr. Altobelli gave a brief presentation.

Avis Chaisson, 13455 Noel Road, Suite 450, Dallas TX. and Erik Earnshaw, 4595 Excel Parkway, Addison, TX., gave a brief presentation on behalf of Palladium USA and East Foster Crossing, LLC.

The Public Hearing was opened at 7:47 p.m.

Commissioner Ogan asked the applicant if they were meeting ADA standards and if there were any elevators proposed onsite.

Mr. Earnshaw was able to show the Commission where the proposed elevators will be and advised that they are meeting all ADA requirements.

Commissioner Grady asked if the proposed multiple-family development was going to be income based and if there is currently a 2-year waitlist.

Ms. Chaisson answered yes and explained that there is high demand for this type of product in this general area and they will have a true mix of income base.

Commissioner Wenzel asked if there would be door-to-door trash pickup.

Ms. Chaisson advised that there would not be a door-to-door trash service but they could always look in to this type of service at a later time.

Mr. Earnshaw explained that there would be a trash compactor onsite for the residents to use.

Jonathan Hake, 1720 W. Virginia, McKinney, TX., proceeded to let the Commission know that he was also in attendance on behalf of the applicant and is able to answer any questions as it relates to the proposed development.

Chairman Tutson made mention of four letters that staff had received in favor of the proposed multiple-family development.

Mr. Altobelli made mention that trash compactors must be within 250 feet from the unit per Zoning Ordinance.

Commissioner Thomas asked the applicant why they should approve the density per unit that is proposed and if this is essential to the project.

Ms. Chaisson explained that if they changed the density per unit, they would not be able to proceed forward with their development. It would be necessary to keep the density at the proposed amount.

Mr. Altobelli advised the Commission that the applicant has agreed to a Developer's Agreement for elevations and architectural design.

Chairman Tutson asked the applicant if they intended to apply for a tax credit, what the average median income base is for Collin County, verification that this was a workforce housing development and not a public subsidized housing product, and if the development was going to be handled by a long-term management company.

Ms. Chaisson explained that they will be applying for a 4% tax credit, that the product is a workforce housing product, and that they intend to have a 35-40 year long-term management group. Ms. Chaisson also advised that they have more letters in support of their project but unfortunately was not able to get them to staff until after 5:00 p.m.

Chairman Tutson asked Ms. Mecke to obtain those letters for the record.

The Public Hearing was closed at 8:07 p.m.

A motion was made by Commissioner Wenzel, seconded by Commissioner Ogan to recommend approval of the Planned Development. The Planned Development was approved by a 5-2 vote. Commissioner Henke and Commissioner Rubits voted against the Planned Development and explained that they feel this area is best suited for commercial.

B) Consider/Discuss/Action on a recommendation regarding the Anna Crossing Phase 1C Addition, Block G, Lot 1, Concept Plan.

Mr. Altobelli gave a brief presentation.

Commissioner Henke advised staff that he is having reservations with approving more multiple-family residences in areas that should be designed for commercial.

Chairman Tutson expressed his concerns if the Commission does not approve multiple-family residences in certain areas and that this type of development is vital for obtaining larger commercial businesses to the City of Anna.

A motion was made by Chairman Tutson, seconded by Commissioner Grady to recommend approval of the Concept Plan. The Concept Plan was approved by a 4-3 vote. Commissioner Ogan, Commissioner Rubits, and Commissioner Henke voted against the Concept Plan.

23. A) Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to rezone 9.9± acres located at the northeast corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) (Ord. No. 129-2004) to Planned Development-Multiple-Family- High Density (PD-MF-2) with modified development standards for retirement housing on one lot. Applicant: Anna Town Center Mixed Use, LLC

Mr. Altobelli gave a brief presentation.

Ryan Combs, 600 E. Las Colinas Boulevard, Irving, TX., presented before the Commission on behalf of the applicant.

The Public Hearing was opened at 8:28 p.m.

Commissioner Grady asked the applicant if they were going to provide any amenities or events for seniors living outside of the development.

Mr. Combs advised that they do not intend to offer any events or amenities to anyone living outside the senior living complex.

Chairman Tutson asked the applicant if they had met with any of the local churches.

Mr. Combs advised that they had not but would do so.

Commissioner Wenzel asked if the back gate, shown on the plan located at Finley, was an exit only.

Mr. Combs said that it would be an entrance and exit.

Councilman Toten left the meeting at 8:36 p.m.

Commissioner Rubits asked why the dumpster locations were so far from the residents.

Mr. Combs explained that the current locations were in areas where they would not produce odors to the residents or be an eyesore to the development.

Commissioner Grady asked if the applicant was willing to add a door-to-door trash pick up service for the residents.

Mr. Combs advised the Commission that they could not ask seniors to pay for that type of service.

The Public Hearing was closed at 8:44 p.m.

A motion was made by Commissioner Thomas, seconded by Commissioner Wenzel to recommend approval of Planned Development with modified development standards. The Planned Development was approved as presented by a 6-1 vote. Commissioner Rubits voted against the Planned Development and explained that he did not agree with how far the dumpsters were placed from the actual units and how far the senior residents would have to walk in order to dispose of their trash.

B) Consider/Discuss/Action on a recommendation regarding the Parmore Addition, Block A, Lot 1, Concept Plan.

Mr. Altobelli gave a brief presentation.

Commissioner Rubits went into detail as to why he feels the applicant should provide a door-to-door trash pick up or place the dumpsters closer in proximity to the residents so they do not have to walk across the parking lot to dispose of their trash.

Mr. Combs asked the Commission to approve the Concept Plan and advised the Commission that they are willing to make accommodations and work with staff as it pertains to the dumpsters.

A motion was made by Commissioner Thomas, seconded by Commissioner Henke to recommend approval of the Concept Plan. The vote was unanimous.

C) Consider/Discuss/Action on a recommendation regarding the Parmore Addition, Block A, Lot 1, Preliminary Plat.

Mr. Altobelli gave a brief presentation.

A motion was made by Commissioner Rubits, seconded by Commissioner Wenzel to recommend approval of the Preliminary Plat. The vote was unanimous.

24. A) Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to rezone 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) (Ord. No. 129-2004) to Planned Development-Multiple-Family- High Density (PD-MF-2) with modified development standards for multiple-family residences on one lot. Applicant: Anna Town Center Mixed Use, LLC

Mr. Altobelli gave a brief presentation.

Todd Finley, 300 Crescent Court, Dallas, TX., presented on behalf of CLX Ventures.

Councilman Carver left the meeting at 8:53 p.m.

The Public Hearing was opened at 9:06 p.m.

Commissioner Ogan asked the applicant if door-to-door trash pick up was going to be an option for the residents.

Mr. Finley advised that it will be part of an amenity package at the rate of $35 per month.

Commissioner Rubits asked, and Chairman Tutson seconded the request, if the applicant could increase the covered parking to 50%.

Mr. Finley was amenable to the request but asked that the Commission allow them to decrease the proposed parking 2:1 ration to a 1.5 per unit parking ration in exchange. Mr. Finley asked the Commission to allow 1.5 parking spaces for all units except the three-bedroom units which would remain at 2 parking spaces per unit.

Commissioner Rubits did not like the idea of losing parking spaces or the idea of veering away from parking standards that the Council has set in place.

The Public Hearing was closed at 9:19 p.m.

A motion was made by Commissioner Thomas, seconded by Commissioner Grady to recommend approval of the Planned Development with modified development standards. The Planned Development was approved by a 6-1 vote. Commissioner Rubits voted against the Planned Development and explained that he did not want to veer away from standards that the Council has set in motion for these types of uses.

B) Consider/Discuss/Action on a recommendation regarding The Grand at Anna Town Square, Block A, Lot 1, Concept Plan.

Mr. Altobelli gave a brief presentation.

A motion was made by Chairman Tutson, seconded by Commissioner Ogan to recommend approval of the Concept Plan. The Concept Plan was approved by a 6-1 vote. Commissioner Rubits voted against the Concept Plan.

Adjourn

A motion was made by Commissioner Grady, seconded by Commissioner Ogan to adjourn the meeting. The vote was unanimous. The meeting adjourned at 9:22 pm.

Donald Henke
Planning and Zoning Commission Vice-Chairman

ATTEST:

Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Mercer Estate Development Plat, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
Single-family residence on one lot on 9.4± acres located on the east side of County Road 479, 3,100± feet south of County Road 429. Located within the Extraterritorial Jurisdiction (ETJ).

Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

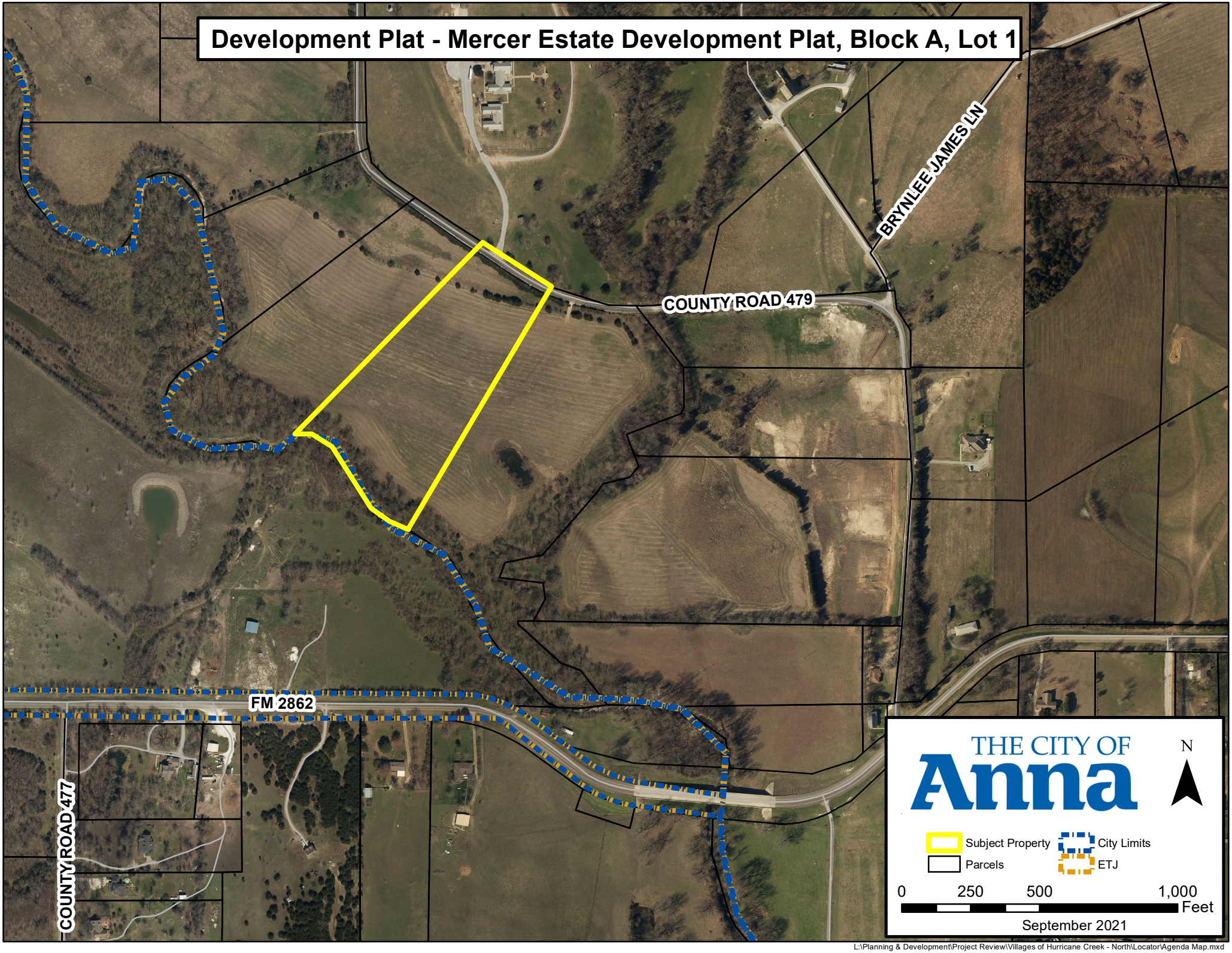
STAFF RECOMMENDATION:
Recommended for approval as submitted.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (DP) MERCER ESTATE DP BL A Lt 1
3. Exhibit A (STAMPED) - Mercer Estate DP

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Development Plat - Mercer Estate Development Plat, Block A, Lot 1



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING MERCER ESTATE DEVELOPMENT PLAT, BLOCK A, LOT 1, DEVELOPMENT PLAT

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and

WHEREAS, Dawn & Brian Mercer, have submitted an application for the approval of the Mercer Estate Development Plat, Block A, Lot 1, Development Plat.

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

Recitals Incorporated

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

Approval of Development Plat.

The City Council hereby approves the Mercer Estate Development Plat, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October 2021.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

STATE OF TEXAS
COUNTY OF COLLIN

BEING all that tract of land in Collin County, Texas, out of the Mark R. Roberts Survey, A–742, and being all of that called 9.391 acres of land described in a deed to Dawn Notarnicola Mercer and Brian David Mercer as recorded under CC# 20201001001695260 of the Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point at the North corner of said 9.391 acres, on the East side of County Road No. 479, and at the East corner of that called 10.006 acres of land described in deed to Michael Wayne Hefton and Ronda Rebecca Hefton, Trustees of The Hefton Revocable Trust as recorded under CC# 20200820001367810 of the Official Public Records of Collin County, Texas, from which a 5/8 inch steel rod set bears South 44 degrees 36 minutes 46 seconds West, 40.00 feet for witness;

THENCE along the East line of said 9.391 acres and East line of said County Road No. 479 as follows:

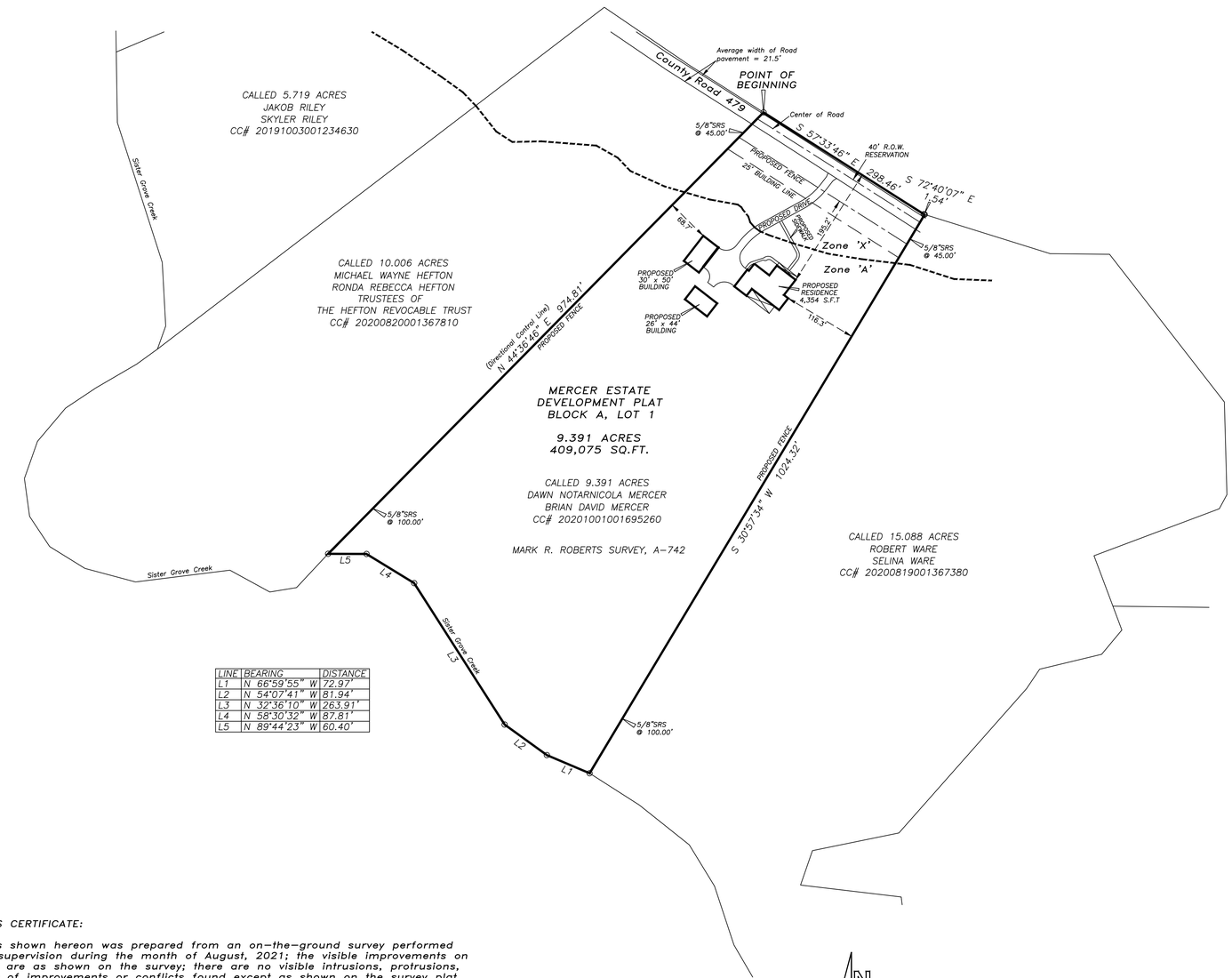
South 57 degrees 33 minutes 46 seconds East, 298.46 feet;
South 72 degrees 40 minutes 07 seconds East, 1.54 feet to a point for corner at the North corner of that called 15.088 acres of land described in deed to Robert Ware and Selina Ware as recorded under CC# 20200819001367380 of the Official Public Records of Collin County, Texas, from which a 5/8 inch steel rod set bears South 30 degrees 57 minutes 34 seconds West, 45.00 feet for witness;

THENCE South 30 degrees 57 minutes 34 seconds West, 1024.32 feet to a point for corner in the center of Sister Grove Creek, and at the West corner of said 15.088 acres, from which a 5/8 inch steel rod set bears North 30 degrees 57 minutes 34 seconds East, 100.00 feet for witness;

THENCE along the center of said Sister Grove Creek as follows:

North 66 degrees 59 minutes 55 seconds West, 72.97 feet;
North 54 degrees 07 minutes 41 seconds West, 81.94 feet;
North 32 degrees 36 minutes 10 seconds West, 263.91 feet;
North 58 degrees 30 minutes 32 seconds West, 87.81 feet;
North 89 degrees 44 minutes 23 seconds West, 60.40 feet to a point at the South corner of said 10.006 acres, from which a 5/8 inch steel rod set bears North 44 degrees 36 minutes 46 seconds East, 100.00 feet for witness;

THENCE North 44 degrees 36 minutes 46 seconds East (Directional Control Line), 974.81 feet along the Southeast line of said 10.006 acres to the POINT OF BEGINNING,, containing 9.391 acres of land.



LINE	BEARING	DISTANCE
L1	N 66°59'55" W	72.97'
L2	N 54°07'41" W	81.94'
L3	N 32°36'10" W	263.91'
L4	N 58°30'32" W	87.81'
L5	N 89°44'23" W	60.40'

FLOOD DEFINITIONS ----------
F.I.R.M. 48085C0070J, dated June 2, 2009.

Zone 'X' – "Areas determined to be outside the 0.2% annual chance floodplain."

Zone 'A' – "Special flood hazard areas subject to inundation by the 1% annual chance flood. No base flood elevations determined."

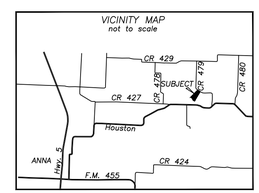
Notes:

Easement to Grayson–Collin Electric, Vol. 1927, Pg. 603 – Blanket.

Note: Verify exact location of underground utilities prior to construction.

Note: All 5/8 inch steel rods set have red plastic cap stamped "Boundary Solutions"

Note: Bearings based on Texas State Plane Coordinate System, Texas North Central Zone 4202, NAD83.



LEGEND

SRS = STEEL ROD SET
SRF = STEEL ROD FOUND

SURVEYOR'S CERTIFICATE:

The plat as shown hereon was prepared from an on–the–ground survey performed under my supervision during the month of August, 2021; the visible improvements on the ground are as shown on the survey; there are no visible intrusions, protrusions, overlapping of improvements or conflicts found except as shown on the survey plat.

Development Plat
September 1, 2021

STATE OF TEXAS REGISTERED MATTHEW BUSBY 5751 PROFESSIONAL LAND SURVEYOR

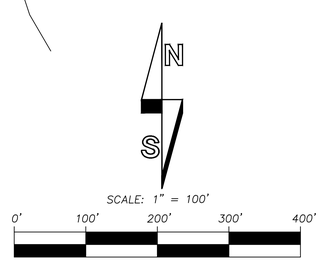
Matthew Busby
Matthew Busby
R.P.L.S. No. 5751

CERTIFICATE OF APPROVAL

APPROVED on this the _____day of _____, 20____, by the City Council, City of Anna, Texas.

_____
Mayor

_____
City Secretary



Notice: Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State Platting Statutes and is subject to fines and withholdings of utilities and building certificates.

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

MERCER ESTATE DEVELOPMENT PLAT BLOCK A, LOT 1

9.391 ACRES
MARK R. ROBERTS SURVEY, A-742
COLLIN COUNTY, TEXAS

SURVEYOR:

Boundary Solutions
116 McKinney St.
Farmersville, TX
214–499–8472
Matthew Busby

OWNER:

Dawn & Brian Mercer
9208 Old Veranda Road
Plano, TX 75024
972–741–6167

B.S.I.Job# 2108–026

Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Retail Addition, Block A, Lot 5, Site Plan. (Director of Development Services Ross Altobelli).

SUMMARY:
Restaurant on one lot on 1.0± acres located on the east side of U.S. Highway 75 frontage road, 574± feet south of W. White Street. Zoned: General Commercial (C-2). The purpose of the site plan is to show the proposed restaurant development and related site improvements.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

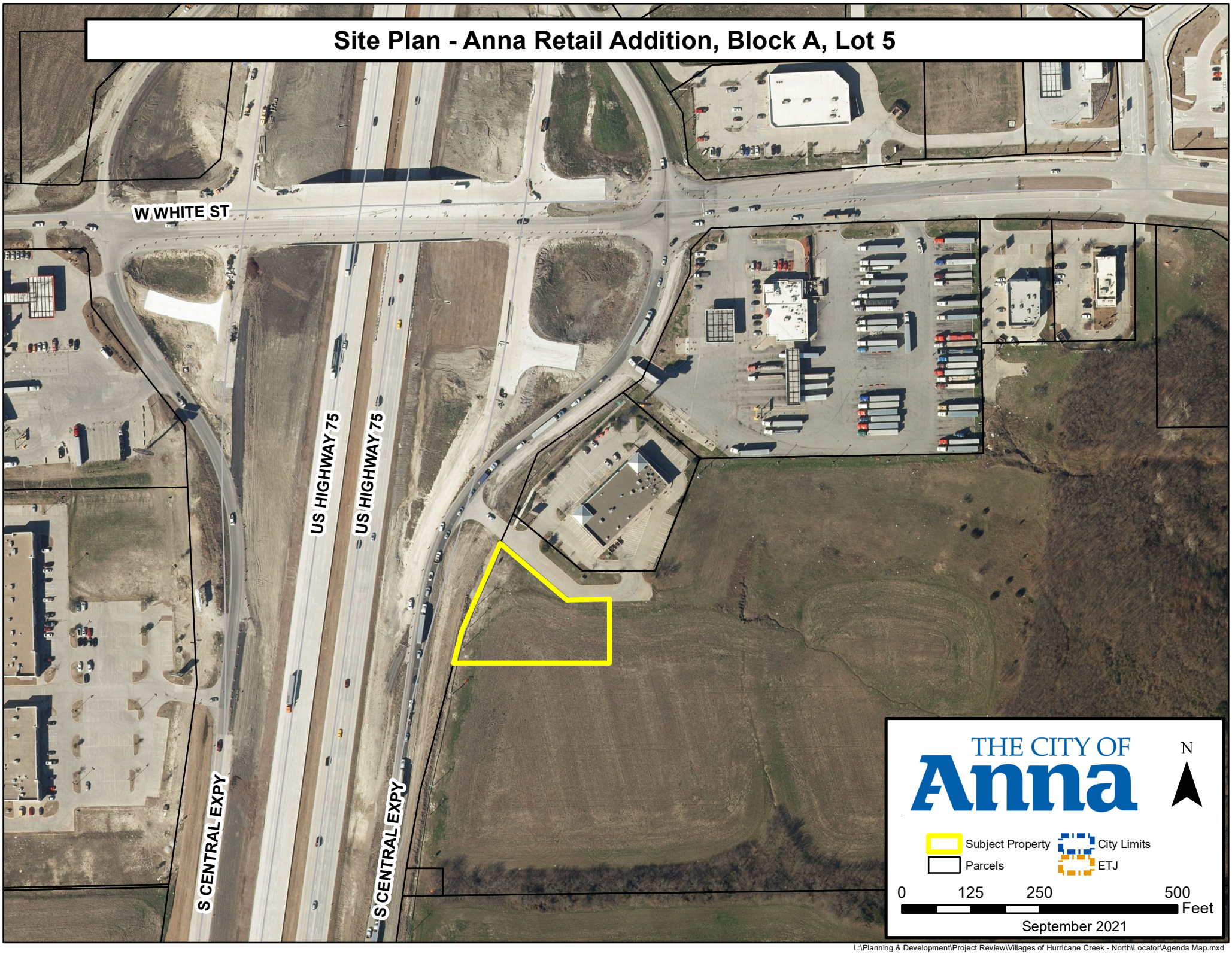
STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (SP) Anna Retail Addition, Block A, Lot 5
3. Exhibit A - (STAMPED) (SP) Anna Retail Addition, BL A, Lt 5

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Site Plan - Anna Retail Addition, Block A, Lot 5



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF ANNA RETAIL ADDITION, BLOCK A, LOT 5.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anna 31 Retail, LP has submitted an application for the approval of the Anna Retail Addition, Block A, Lot 5, Site Plan;

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 of Site Plan

The City Council hereby approves the Anna Retail Addition, Block A, Lot 5, Site Plan attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 12th day of October, 2021.

ATTEST: APPROVED:

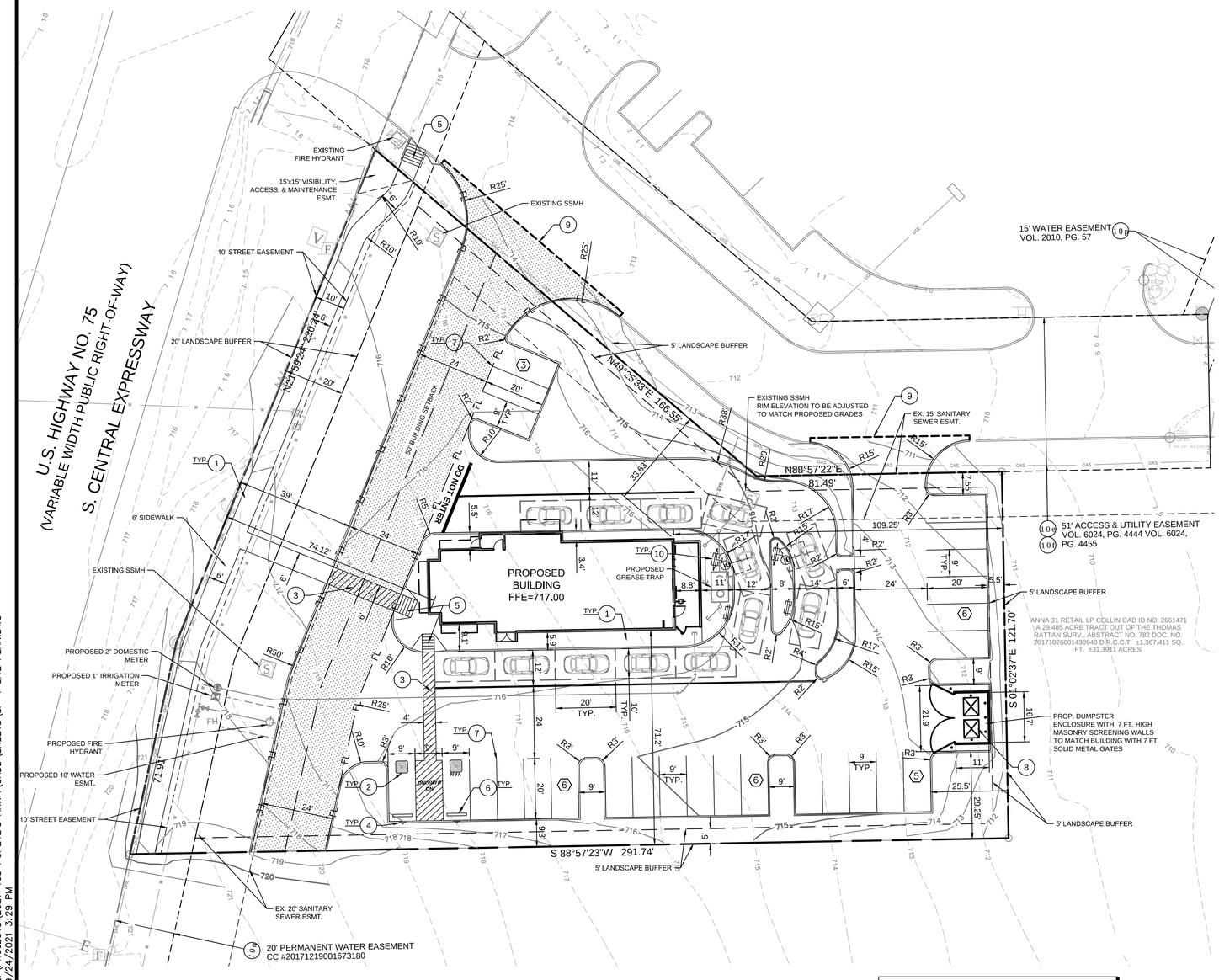
_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

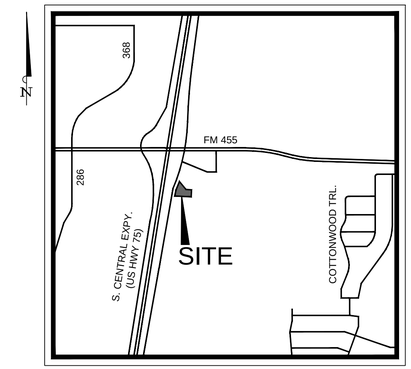
EXHIBIT A

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA



GRAPHIC SCALE
20 0 10 20 40
1 inch = 20 ft.



VICINITY MAP
N.T.S.

LEGEND	
	FIRE LANE PAVING
	PROPERTY LINE
FL	FIRE LANE
	FULL-DEPTH SAWCUT
	EASEMENT LINE
10	PARKING COUNT

CONSTRUCTION SCHEDULE	
1	CONCRETE SIDEWALK
2	HANDICAP SYMBOL
3	PAVEMENT STRIPING
4	HANDICAP SIGN
5	ADA RAMP, 12:1 MAX. SLOPE
6	CURB STOP
7	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
8	TRASH ENCLOSURE. SEE ARCH. PLANS FOR DETAILS
9	SAWCUT FULL DEPTH EXISTING PAVEMENT
10	ORBER MENU BOARD. SEE ARCH. PLANS FOR DETAILS

SITE DATA SUMMARY TABLE	
ITEM	LOT 5 / BLOCK A ANNA RETAIL ADDITION
GENERAL SITE DATA	
ZONING:	C-2 COMMERCIAL
LAND USE:	RESTAURANT WITH DRIVE WAY
LOT AREA:	0.986 ACRES OR 42,974 SF
BLDG FOOTPRINT AREA:	2,407 SF
TOTAL BLDG AREA:	2,407 SF
BLDG HEIGHT (#STORIES):	1 STORY
BLDG. HEIGHT TALLEST BLDG. ELEMENT:	21' - 10"
LOT COVERAGE:	5.60%
PARKING	
PARKING RATIO:	1 SPACE / 100 SF
PARKING REQUIRED:	25
PARKING PROVIDED:	26
ACCESSIBLE PARKING REQUIRED	2
ACCESSIBLE PARKING PROVIDED	2
LANDSCAPE AREA	
INTERNAL LANDSCAPE AREA REQUIRED: (8 SF / 1 PARKING SP)	208 SF
INTERNAL LANDSCAPE AREA PROVIDED:	1,176 SF
TOTAL LANDSCAPE AREA:	16,013 SF

NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
3. AN EXTRA SACK OF CEMENT PER CUBIC YARD IS REQUIRED FOR ALL HAND POURS.
4. ALL RIGID PAVEMENT WITHIN THE CITY RIGHT-OF-WAY OR UNDER A FIRE LANE SHALL BE PER CITY STANDARDS AND DETAILS.

BENCHMARKS

SITE BENCHMARK NO. 1 : "X" CUT AT THE NOSE OF THE EAST END OF THE WEST MEDIAN AT THE INTERSECTION OF FM 455, 6.5' NORTH FROM THE CENTERLINE OF FM 455. ELEVATION: 693.05'

SITE BENCHMARK NO. 1 : "PK" NAIL 12' WEST FROM THE END OF CONCRETE DRIVE SOUTH OF LOT 1, BLOCK A ANNA RETAIL ADDITION. ELEVATION: 708.69'

Texas811
Know what's below. Call before you dig.

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0115SJ, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (UNSHADED) & ZONE A" .

DETENTION NOTE

DETENTION SYSTEM WILL BE PROVIDED BY THE OVERALL DEVELOPMENT CENTER.

ABBREVIATIONS:
FL = FIRE LANE
FFE= FINISH FLOOR ELEVATION
ESMT. = EASEMENT
EX. = EXISTING
SSMH = SANITARY SEWER MANHOLE
TYP. = TYPICAL
FL = FIRE LANE

POPEYES LOUISIANA KITCHEN

SITE PLAN

OWNER/DEVELOPER:
ANNA 31 RETAIL, LP
8400 WESTCHESTER, STE. 300
DALLAS, TX 75225
CONTACT NAME: DAVID CLAASSEN

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572 CONTACT NAME: CLAY CRISTY

SURVEYOR:
YAZEL PEEBLES & ASSOCIATE, LLC
PO BOX 210097
TX 76095
PH: 817.268.3316 CONTACT NAME: KENNETH H. YAZEL JR.

LEGAL DESCRIPTION:
LOT 5 / BLOCK A,
ANNA RETAIL ADDITION
GROSS AREA: 0.986 OR 42,974 SF

CITY:		STATE:
ANNA		TEXAS
COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	THOMAS RATTAN SURVEY	782

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DR. SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: CLAY CRISTY
P.E. No. 109800 Date 9/27/2021

POPEYES LOUISIANA KITCHEN
FM 455 , ANNA, TX75409

No.	DATE	REVISION	BY

SITE PLAN

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	CLC
DATE:	9/27/2021

SHEET
SP-1

File No. 2021-163

PLOTTED BY: MARK TORRES
PLOT DATE: 9/27/2021 8:02 AM
LOCATION: Z:\PROJECTS\2021-163 POPEYE'S ANNA\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 9/24/2021 3:29 PM

Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Crossing Municipal, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
Park land on Lot 1 and municipal lift station on Lot 2 on 28.8± acres located on the south side of future Finley Boulevard, 475± feet east of Leonard Avenue. Zoned: Planned Development-Single-Family Residence-72 (PD-SF-72) (Ord. No.'s 129-2004 & 627-2013).

The purpose for the Final Plat is to dedicate lot and block boundaries and easements necessary for the park land and municipal lift station.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

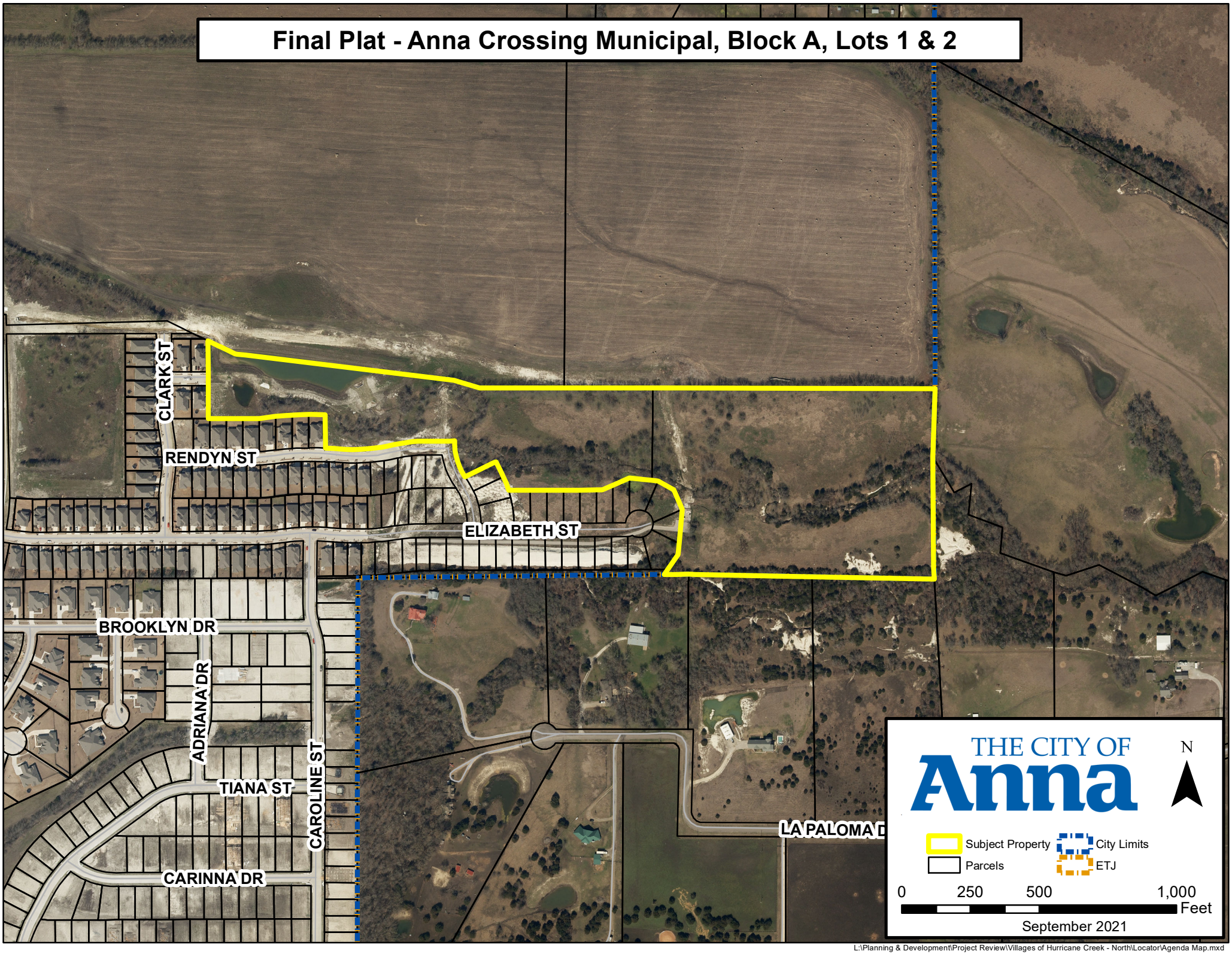
ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (FP) ANNA CROSSING MUNICIPAL, BLOCK A, LOTS 1 & 2
3. Exhibit A (STAMPED) - Anna Park Final Plat

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021

Jim Proce, City Manager Final Approval - 10/8/2021

Final Plat - Anna Crossing Municipal, Block A, Lots 1 & 2



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA CROSSING MUNICIPAL, BLOCK A, LOTS 1 & 2, FINAL PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, HSLT & Anna Town Center No. 7 / LNRD, LLC has submitted an application for the approval of the Anna Crossing Municipal, Block A, Lots 1 & 2, Final Plat;

WHEREAS, The Anna Crossing Municipal, Block A, Lots 1 & 2, Final Plat conforms to the existing zoning;

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 of Final Plat

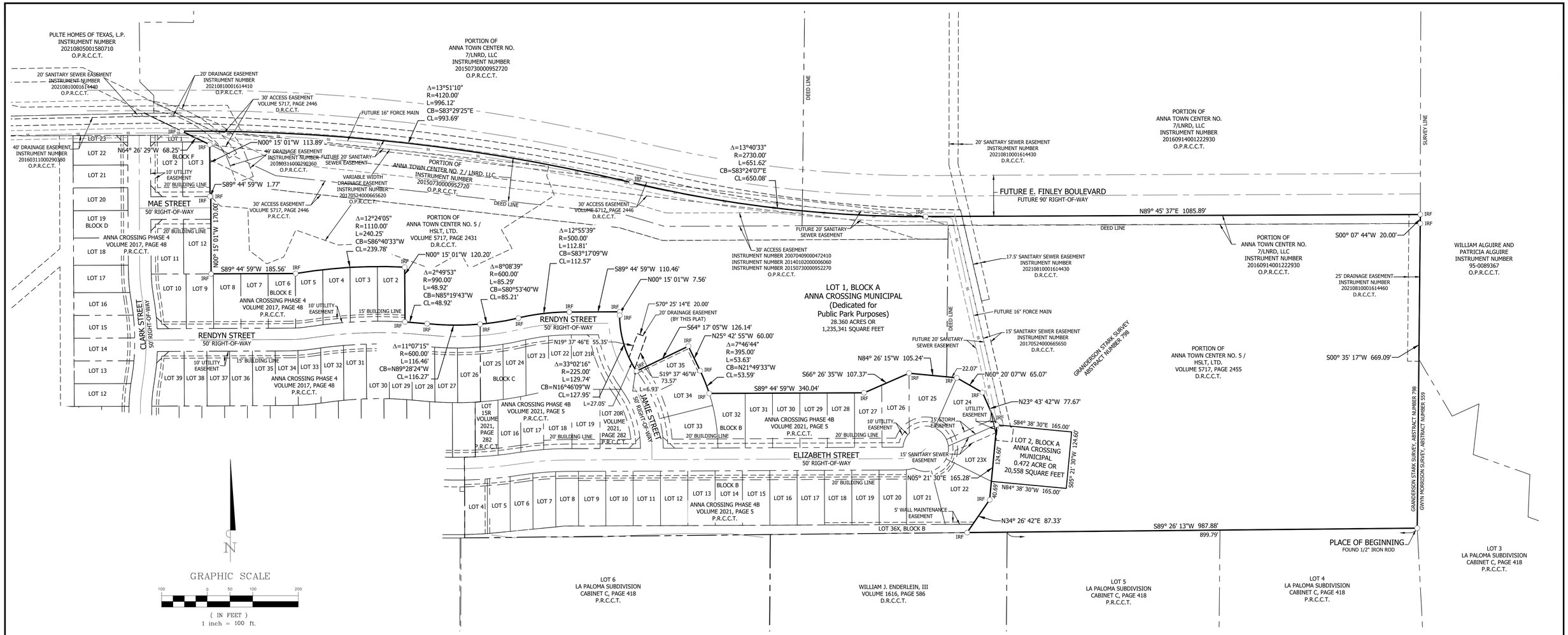
The City Council hereby approves the Anna Crossing Municipal, Block A, Lots 1 & 2, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

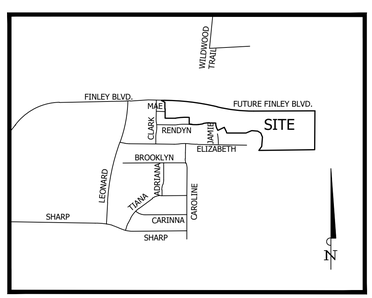
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 12th day of October, 2021.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike





VICINITY MAP
NOT TO SCALE
ANNA, TEXAS

LEGEND

Δ	CENTRAL ANGLE
N	NORTH
S	SOUTH
E	EAST
W	WEST
°	DEGREES
'	MINUTES/FEET
"	SECONDS/INCHES
MIN. FF ELEV.	MINIMUM FINISH FLOOR ELEVATION
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
IRF	= 5/8" IRON ROD WITH CAP STAMPED "RPLS 4838" FOUND
25' V.A.M. ESMT.	25' VISIBILITY, ACCESS, MAINTENANCE & SIDEWALK EASEMENT
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
SF	SQUARE FEET
AC	ACRES

GENERAL NOTES:

1. **The purpose of this plat is to dedicate park land to the City of Anna and a lift station lot.**

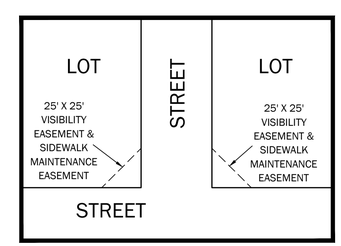
2. All bearings shown herein are Texas State Plane Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.

3. According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48085C0160J dated June 2, 2009. The property appears to lie within Zone "X" and the entire property lies within a "Areas determined to be outside the 0.2% annual chance floodplain" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.

4. The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".

5. All iron rods found (IRF) are 5/8-inch with a plastic cap stamped "RPLS 4838". All found monuments shown hereon are deemed to be controlling monuments.

6. Notice: Selling a portion of any lot in this addition by metes and bounds is a violation of the city Subdivision Ordinance and State Platting Statutes and is subject to fines and withholding of utilities and building certificates.



VISIBILITY EASEMENT DETAIL
NOT TO SCALE

EXHIBIT A

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT
OF
ANNA CROSSING MUNICIPAL
LOT 1 AND LOT 2, BLOCK A
28.832 ACRES OUT OF THE
GRANDERSON STARK SURVEY, ABSTRACT NUMBER 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

PROJECT NO. 090-19-009

SURVEYOR / ENGINEER:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
PHONE: (817) 842-2094
FAX: (817) 842-2095
CONTACT: CODY BROOKS, P.E.

OWNER / DEVELOPER:
ANNA TOWN CENTER NO. 7 / LNRD, LLC.
ANNA TOWN CENTER NO. 5 / HSLT, LTD.
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
PHONE: (214) 522-4945
CONTACT: JOHN ARNOLD

OWNER'S CERTIFICATE:

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS **ANNA TOWN CENTER NO. 7 / LNRD, LLC and ANNA TOWN CENTER NO. 5 / HSLT, LTD.**, acting by and through the undersigned, its duly authorized agent is the owner of 28.832 acres (1,255,899 square feet) of land in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; said 28.832 acres (1,255,899 square feet) of land being a portion of that certain tract of land described in a Special Warranty Deed with Vendor's Lien to Anna Town Center No. 5 / HSLT, Ltd., as recorded in Volume 5717, Page 2455, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being a portion of that certain tract of land described in a Special Warranty Deed with Vendor's Lien to Anna Town Center No. 5 / HSLT, Ltd. (hereinafter collectively referred to as Anna Town Center No. 5 / HSLT tract), as recorded in Volume 5717, Page 2431, O.P.R.C.C.T., and being a portion of that certain tract of land described in a deed to Anna Town Center No. 7 / LNRD, Ltd., as recorded in Instrument Number 20150730000952720, O.P.R.C.C.T., and being a portion of that certain tract of land described in a Special Warranty Deed to Anna Town Center No. 7/LNRD, LLC (hereinafter referred to collectively as Anna Town Center No. 7 / LNRD tract), as recorded in Instrument Number 20160914001222930, O.P.R.C.C.T.; said 28.832 acres (1,255,899 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod found for the Southeast corner of said Anna Town Center No. 5 / HSLT tract, same being the inner-ell corner of that certain tract of land described as La Paloma Subdivision (hereinafter referred to as La Paloma Subdivision), an addition in Collin County, Texas, according to the plat recorded in Cabinet C, Page 418, Plat Records, Collin County, Texas (P.R.C.C.T.);

THENCE South 89 degrees 26 minutes 13 seconds West with the common line between said Anna Town Center No. 5 / HSLT tract and La Paloma Subdivision, pass at a distance of 899.79 feet, a Northerly corner of said La Paloma Subdivision, same being the Northeast corner of that certain tract of land described in a deed to Wiliam J. Enderlein, III (hereinafter referred to as Enderlein tract), as recorded in Volume 1616, Page 586, O.P.R.C.C.T. and continue with said course and the common line between said Anna Town Center No. 5 / HSLT tract and said Enderlein tract for a total distance of 987.88 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE crossing said Anna Town Center No. 5 / HSLT tract for the following **15** courses:

1. North 34 degrees 26 minutes 42 seconds East, departing the North line of said Enderlein tract, a distance of 87.33 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

2. North 05 degrees 21 minutes 30 seconds East, a distance of 165.28 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

3. North 23 degrees 43 minutes 42 seconds West, a distance of 77.67 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

4. North 60 degrees 20 minutes 07 seconds West, a distance of 65.07 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

5. North 84 degrees 26 minutes 15 seconds West, a distance of 105.24 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

6. South 66 degrees 26 minutes 35 seconds West, a distance of 107.37 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

7. South 89 degrees 44 minutes 59 seconds West, a distance of 340.04 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the beginning of a non-tangent curve to the left, whose long chord bears North 21 degrees 49 minutes 33 seconds West, a distance of 53.59 feet;

8. Northerly with said non-tangent curve to the left having a radius of 395.00 feet, through a central angle of 07 degrees 46 minutes 44 seconds, for an arc distance of 53.63 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

9. North 25 degrees 42 minutes 55 seconds West, a distance of 60.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

10. South 64 degrees 17 minutes 05 seconds West, a distance of 126.14 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the beginning of a non-tangent curve to the right, whose long chord bears North 16 degrees 46 minutes 09 seconds West, a distance of 127.95 feet;

11. Northerly with said curve to the right having a radius of 225.00 feet, through a central angle of 33 degrees 02 minutes 16 seconds, for an arc distance of 129.74 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

12. North 00 degrees 15 minutes 01 second West, a distance of 7.56 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

13. South 89 degrees 44 minutes 59 seconds West, a distance of 110.46 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner for the beginning of a curve to the left, whose long chord bears South 83 degrees 17 minutes 09 seconds West, a distance of 112.57 feet;

14. Westerly with said curve to the left having a radius of 500.00 feet, through a central angle of 12 degrees 55 minutes 39 seconds, for an arc distance of 112.81 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a non-tangent curve to the right, whose long chord bears South 80 degrees 53 minutes 40 seconds West, a distance of 85.21 feet;

15. Westerly with said curve to the right having a radius of 600.00 feet, through a central angle of 08 degrees 08 minutes 39 seconds, for an arc distance of 85.29 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the most Easterly Northeasterly corner of that certain tract of land described as Anna Crossing Phase 4 (hereinafter referred to as Anna Crossing Phase 4), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument Number 2017-48, P.R.C.C.T., same beginning of a curve to the right, whose long chord bears North 89 degrees 28 minutes 24 seconds West, a distance of 116.27 feet;

THENCE with the common line between the remainder of said Anna Town Center No. 5 / HSLT tract and said Anna Crossing Phase 4 for the following **9** courses:

1. Westerly with said curve to the right having a radius of 600.00 feet, through a central angle of 11 degrees 07 minutes 15 seconds, for an arc distance of 116.46 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the beginning of a curve to the left, whose long chord bears North 85 degrees 19 minutes 43 seconds West, a distance of 48.92 feet;

2. Westerly with said curve to the left having a radius of 990.00 feet, through a central angle of 02 degrees 49 minutes 53 seconds, for an arc distance of 48.92 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

3. North 00 degrees 15 minutes 01 second West, a distance of 120.20 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the beginning of a non-tangent curve to the left, whose long chord bears South 86 degrees 40 minutes 33 seconds West, a distance of 239.78 feet;

4. Westerly with said non-tangent curve to the left having a radius of 1110.00 feet, through a central angle of 12 degrees 24 minutes 05 seconds, for an arc distance of 240.25 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

5. South 89 degrees 44 minutes 59 seconds West, a distance of 185.56 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

6. North 00 degrees 15 minutes 01 second West, a distance of 170.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

7. South 89 degrees 44 minutes 59 seconds West, a distance of 1.77 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

8. North 00 degrees 15 minutes 01 second West, a distance of 113.89 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

9. North 64 degrees 26 minutes 29 seconds West, pass at a distance of 48.48 feet the North line of said Anna Town Center No. 5 / HSLT tract, same being the South line of said Anna Town Center No. 7 / LNRD tract and continue with said course for a total distance of 68.25 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the beginning of a non-tangent curve to the right, whose long chord bears South 83 degrees 29 minutes 25 seconds East, a distance of 993.69 feet;

THENCE Easterly crossing said Anna Town Center No. 7 / LNRD tract and with said non-tangent curve to the right having a radius of 4120.00 feet, through a central angle of 13 degrees 51 minutes 10 seconds, for an arc distance of 996.12 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner for the beginning of a curve to the left, whose long chord bears South 83 degrees 24 minutes 08 seconds East, a distance of 650.08 feet;

THENCE Easterly, continue crossing said Anna Town Center No. 7 / LNRD tract and with said curve to the left having a radius of 2730.00 feet, through a central angle of 13 degrees 40 minutes 33 seconds, pass at an arc distance of 380.39 feet and continue with said curve to the left and crossing said Anna Town Center No. 6 / LNRD tract for a total arc distance of 651.62 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE North 89 degrees 45 minutes 37 seconds East, continue crossing said Anna Town Center No. 6 / LNRD tract, a distance of 1085.89 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner in the East line of said Anna Town Center No. 6 / LNRD tract, same being the West line of that certain tract of land described in a Warranty Deed with Vendor's Lien to William Alguire (hereinafter referred to as Alguire tract), as recorded in Instrument Number 95-0089367, O.P.R.C.C.T., same being the East survey line of the aforesaid Granderson Stark Survey, same also being the West survey line of Guyn Morrison Survey, Abstract Number 559;

THENCE South 00 degrees 07 minutes 44 seconds West with the common line between said Anna Town Center No. 6 / LNRD tract and said Alguire tract and with the common line between said Granderson Stark Survey and said Guyn Morrison Survey, a distance of 20.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the Southeast corner of said Anna Town Center No. 6 / LNRD tract, same being the Northeast corner of said Anna Town Center No. 5 / HSLT tract;

THENCE South 00 degrees 35 minutes 17 seconds West with the common line between said Anna Town Center No. 5 / HSLT tract and said Alguire tract and with the common line between said Granderson Stark Survey and said Guyn Morrison Survey, pass at a distance of 298.23 feet, the Southwest corner of said Alguire tract, same being the Most Northerly corner of said La Paloma Subdivision and continue with said course and the common line between said Anna Town Center No. 5 / HSLT tract and said La Paloma Subdivision and with the common line between said Granderson Stark Survey and said Guyn Morrison Survey for a total distance of 669.09 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 28.832 acres (1,255,899 square feet) of land.

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823 PROJECT NO. 090-19-009

EXHIBIT A

OWNER'S CERTIFICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **ANNA TOWN CENTER NO. 7 / LNRD, LLC. and ANNA TOWN CENTER NO. 5 / HSLT, LTD.** acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **LOT 1 AND LOT 2, BLOCK A, ANNA CROSSING MUNICIPAL**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.
WITNESS my hand this the ____ day of _____, 2021.

ANNA TOWN CENTER NO. 7 / LNRD, LLC. and ANNA TOWN CENTER NO. 5 / HSLT, LTD.

_____
Owner: John Arnold, Director

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day appeared personally **John Arnold**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he has executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

_____ _____

Notary Public in and for the State of Texas

My Commission Expires: _____

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS is to certify that I, Michael Dan Davis, Registered Professional Land Surveyor Number 4838 for the State of Texas, have performed, for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.

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

Michael Dan Davis DATE:
Registered Professional Land Surveyor No. 4838
BANNISTER ENGINEERING, LLC
T.B.P.L.S. REGISTRATION NO. 10193823
240 N. MITCHELL ROAD
MANSFIELD, TEXAS 76063
Office (817) 842-2094

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day appeared personally Michael Dan Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he has executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF COLLIN §

I, _____, Mayor, City of Anna, Collin County, Texas, do hereby certify that the above plat and dedication was approved by the City of Anna, Texas, for filing in the map or deed records of Collin County, Texas, on the _____ day of _____, 2021.

_____
Mayor
City of Anna, Texas

ATTEST:

_____
City Secretary
City of Anna, Texas

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT OF ANNA CROSSING MUNICIPAL

LOT 1 AND LOT 2, BLOCK A
28.832 ACRES OUT OF THE
GRANDERSON STARK SURVEY, ABSTRACT NUMBER 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

SURVEYOR / ENGINEER:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
PHONE: (817) 842-2094
FAX: (817) 842-2095
CONTACT: CODY BROOKS, P.E.

OWNER / DEVELOPER:
ANNA TOWN CENTER NO. 7 / LNRD, LLC.
ANNA TOWN CENTER NO. 5 / HSLT, LTD.
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
PHONE: (214) 522-4945
CONTACT: JOHN ARNOLD

Revision Date: September 2021 Sheet 2 of 2

Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Cox Addition, Block A, Lots 1 & 2, Replat. (Director of Development Services Ross Altobelli).

SUMMARY:
Two single-family residential lots on 4.5± acres located on the east side of Shalom Lane, 470± feet north of Graybill Road. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the Replat is to subdivide one residential lot into two residential lots.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

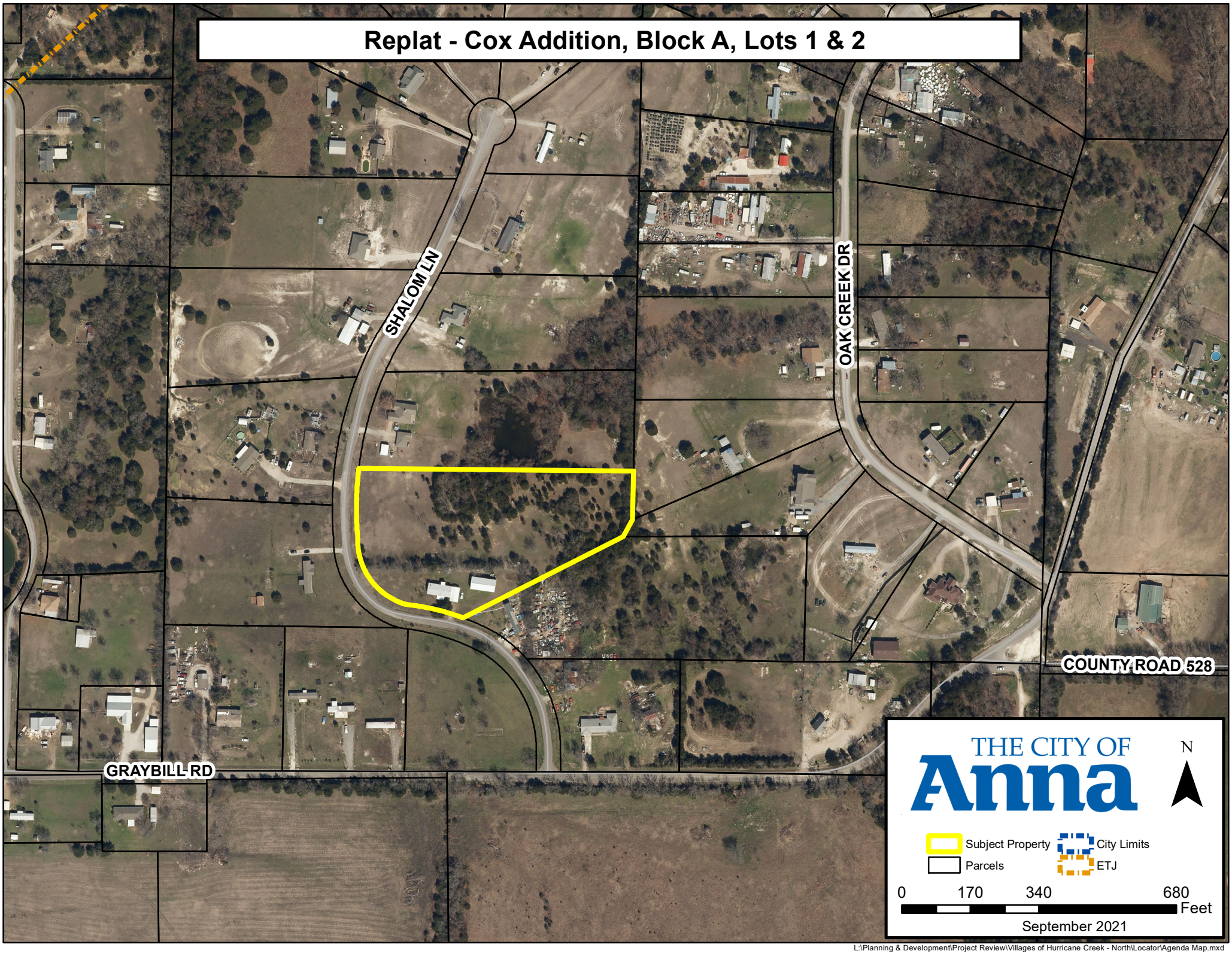
STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (RP) COX ADDITION, BL A, Lts 1 & 2
3. Exhibit A (STAMPED)- Cox Addition - Replat

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Replat - Cox Addition, Block A, Lots 1 & 2



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING COX ADDITION, BLOCK A, LOTS 1 & 2, REPLAT

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and

WHEREAS, Betty Cox, has submitted an application for the approval of the Cox Addition, Block A, Lots 1 & 2, Replat.

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

Recitals Incorporated

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

Approval of Replat.

The City Council hereby approves the Cox Addition, Block A, Lots 1 & 2, Replat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October 2021.

ATTEST:

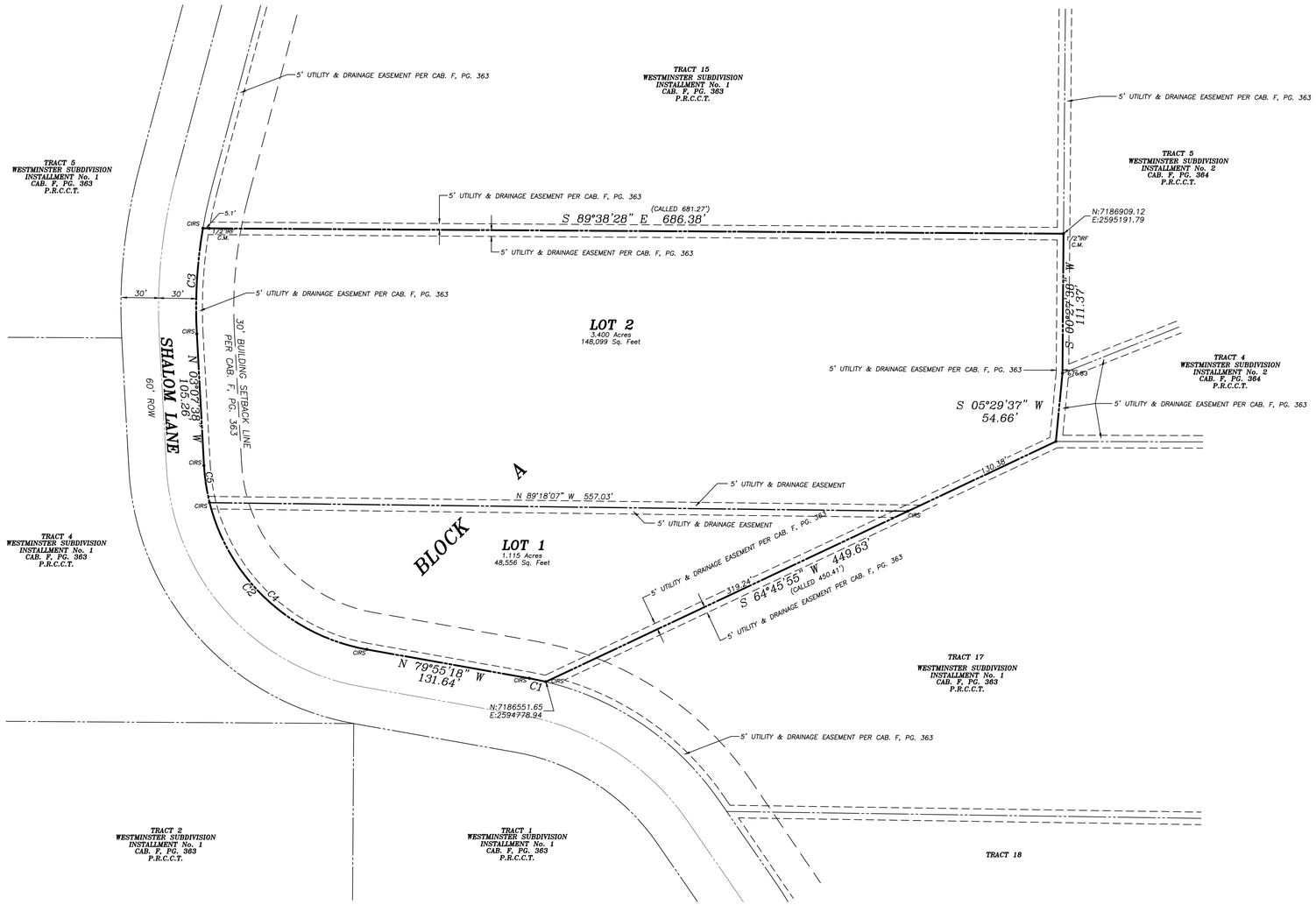
_____

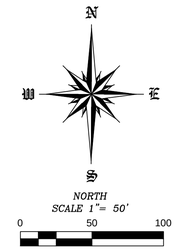
City Secretary, Carrie L. Land

APPROVED:

_____

Mayor, Nate Pike





LEGEND

C.M. = CONTROLLING MONUMENT

CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)

IRF = IRON ROD FOUND

NOTES:

1. The original copy will have original signatures, stamp seal and an impression seal.
2. Copyright 2021, Surdukan Surveying, Inc.
3. This survey is being provided solely for the use of the current parties.
4. This survey is subject to all easements of record.
5. The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
6. Electric is provided by Texas New Mexico Power Company.
7. Water is provided by Westminster Water Supply Corporation.
8. Septic is onsite.
9. The purpose of this plat is to subdivide Tract 16 into 2 lots.

NOTICE:

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

FLOODPLAIN NOTE:

According to the Flood Insurance Rate Map (FIRM) Map No. 48085C0180 J, dated June 2, 2009, prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas, this tract lies with in Zone X (Unshaded).

OWNER'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS, Betty Cox, is the owners of a tract of land situated in the John Chalmers Survey, Abstract No. 233, in the City of Anna ETJ, Collin County, Texas, and also being all of Tract 16, Westminster Subdivision, Installment No. 1, a Subdivision in Collin County, Texas, according to the Plat thereof recorded in Volume F, Page 363, Map Records, Collin County, Texas, and being more particularly described in metes and bounds as follows;

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner at the northwest corner of said Tract 16, said iron rod being on the east Right Of Way line of Shalom Lane (60' ROW);

THENCE S 89°38'28" E a distance of 686.38' to a 1/2" iron rod found for corner at the northeast corner of tract 16

THENCE S 00°27'38" W a distance of 111.37' to a point for corner;

THENCE S 05°29'37" W a distance of 54.66' to a point for corner;

THENCE S 64°45'55" W a distance of 449.63' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in the east ROW line of said Shalom Lane, said iron rod being at the beginning of a curve to the left;

THENCE along said curve to the left following the east ROW line of said Shalom Lane through a central angle of 03°18'46", a radius of 233.09', an arc length of 13.48', with a chord bearing of N 78°15'57" W, and a chord length of 13.48' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

THENCE N 79°55'18" W following the east ROW line of said Shalom Lane a distance of 131.64' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner, said iron rod being at the beginning of a curve to the right;

THENCE along said curve to the right following the east ROW line of said Shalom Lane through a central angle of 76°47'36", a radius of 157.69', an arc length of 211.35', with a chord bearing of N 41°31'30" W, and a chord length of 195.88' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;

THENCE N 03°07'38" W following the east ROW line of said Shalom Lane a distance of 105.26' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner, said iron rod being at the beginning of a curve to the right;

THENCE along said curve to the right following the east ROW line of said Shalom Lane through a central angle of 12°53'40", a radius of 375.70', an arc length of 84.55', with a chord bearing of N 03°19'12" E, and a chord length of 84.37' to the POINT OF BEGINNING and containing 196,655 Square Feet or 4.515 Acres of land.

OWNER'S CERTIFICATIONS

STATE OF TEXAS:
COUNTY OF COLLIN:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Betty Cox, does hereby adopt this plat designating the hereinabove described property as **COX ADDITION, BLOCK A, LOTS 1 AND 2**, an addition to Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.

WITNESS my hand this the _____ day of _____, 2021.

_____
BETTY COX – OWNER

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared BETTY COX, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

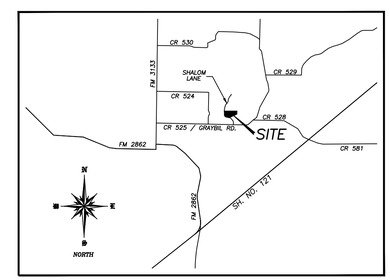
_____
Notary Public in and for Collin County, Texas

My Commission Expires: _____

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3°18'46"	233.09'	13.48'	N 78°15'57" W	13.48'
C2	76°47'36"	157.69'	211.35'	N 41°31'30" W	195.88'
C3	12°53'40"	375.70'	84.55'	N 03°19'12" E	84.37'
C4	65°55'21"	157.69'	181.43'	N 46°57'37" W	171.59'
C5	10°52'14"	157.69'	29.92'	N 08°33'50" W	29.87'

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA



LOCATION MAP
NTS

COLLIN COUNTY NOTES:

HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the onsite sewer facilities described on this plat conform to applicable OSSF laws of the State of Texas, of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

_____
Registered Sanitarian or Designated Representative
Collin County Development Services

STATE OF TEXAS §
COUNTY OF COLLIN §

I, DAVID J. SURDUKAN, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Texas.

_____
David J. Surdukan
Registered Professional Land Surveyor
Registration No. 4613

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David J. Surdukan, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

_____
Notary Public in and for Collin County

My Commission Expires: _____

APPROVED THIS DAY _____ OF _____, 2021
BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

_____
MAYOR

_____
CITY SECRETARY

REPLAT

COX ADDITION

BLOCK A, LOTS 1 & 2

BEING A REPLAT OF TRACT 16
WESTMINSTER SUBDIVISION INSTALLMENT No. 1
BEING 4.515 ACRES OUT OF THE
JOHN CHALMERS SURVEY, ABSTRACT NO. 784
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNERS
BETTY COX
114 SHALOM LANE
ANNA, TEXAS 75409
(214) 914-5009

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Retail Addition, Block A, Lots 3, 4, & 5, Preliminary Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Restaurant on Lot 5, and two vacant lots on 29.7± acres located on the east side of U.S. Highway 75 frontage road, 574± feet south of W. White Street. Zoned: General Commercial (C-2).

The purpose of the preliminary replat is to subdivide two existing vacant lots into three lots and propose easements necessary for the development of a restaurant on Lot 5.

The Planning & Zoning Commission recommended for approval.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

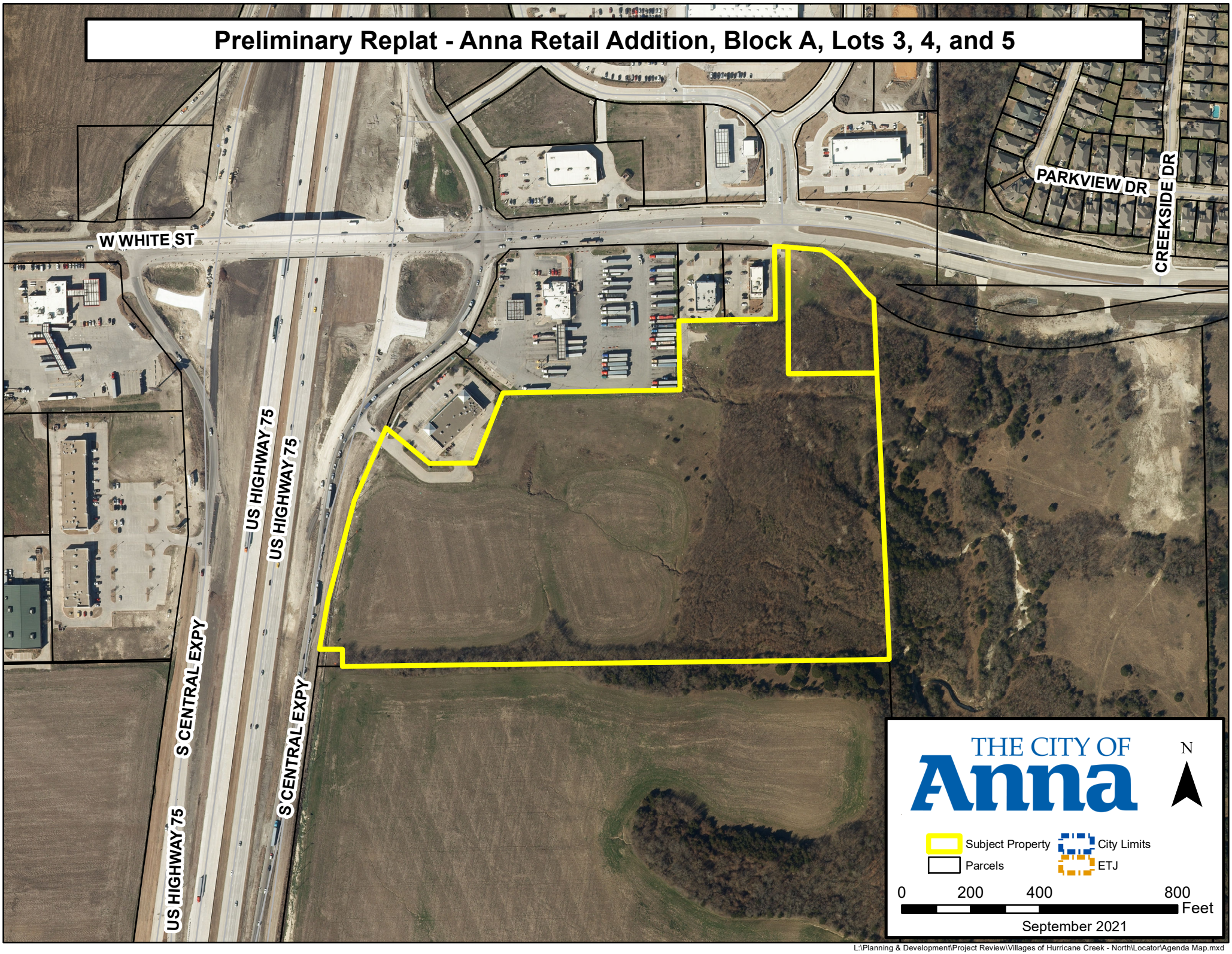
STAFF RECOMMENDATION:
Recommended for approval as submitted.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (RP) Anna Retail Addition, Block A, Lots 3, 4, & 5
3. Exhibit A (STAMPED) - Anna Retail Addition Commercial - Preliminary Replat

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Preliminary Replat - Anna Retail Addition, Block A, Lots 3, 4, and 5



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA RETAIL ADDITION, BLOCK A, LOTS 3, 4, & 5, PRELIMINARY REPLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anna 31 Retail, LP has submitted an application for the approval of the Anna Retail Addition, Block A, Lots 3, 4, & 5, Preliminary Replat.

WHEREAS, The Preliminary Replat of Anna Retail Addition, Block A, Lots 3, 4, & 5 conforms to the existing zoning;

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 of Replat

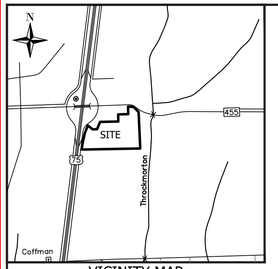
The City Council hereby approves the Anna Retail Addition, Block A, Lots 3, 4, & 5, Preliminary Replat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October, 2021.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike



VICINITY MAP
NOT TO SCALE

N
SCALE
1" = 100'

0 100 200 Feet

OWNER/DEVELOPER:
ANNA 31 RETAIL, LP
DAVID CLAASSEN
8400 WESTCHESTER, STE. 300
DALLAS, TX 75225

SURVEYOR:
YAZEL PEEBLES & ASSOCIATES LLC
PO BOX 210097
BEDFORD, TX 76095
PHONE: 817.268.3316

LOT TABLE
2 NON RESIDENTIAL LOTS, 1
UNDETERMINED TYPE OF LOT AND
1 PUBLIC STREET DEDICATION

LEGEND	
SYMBOL	DESCRIPTION
OPRCCT	OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
FIR	FOUND IRON ROD WITH CAP STAMPED "ypassociates.com"
SIR	SET IRON ROD WITH CAP STAMPED "ypassociates.com"
BL	BUILDING LINE
UE	UTILITY EASEMENT
BTP	BY THIS PLAT
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
( )	RECORD CALL

NOTES

1. Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 from GPS observations using the RTK Cooperative Network.

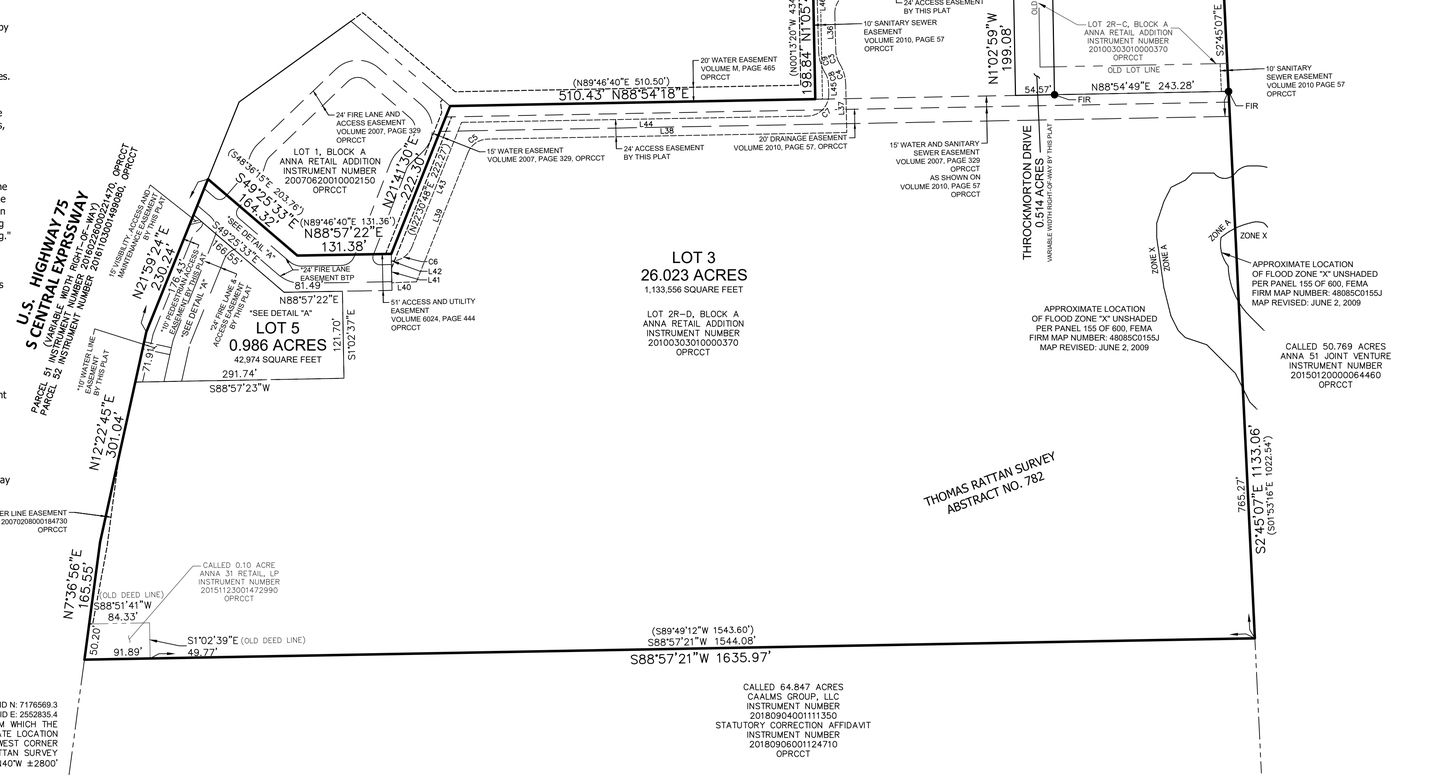
2. Purpose of this replat is to subdivide the property into 3 lots and dedicate easements necessary for development.

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

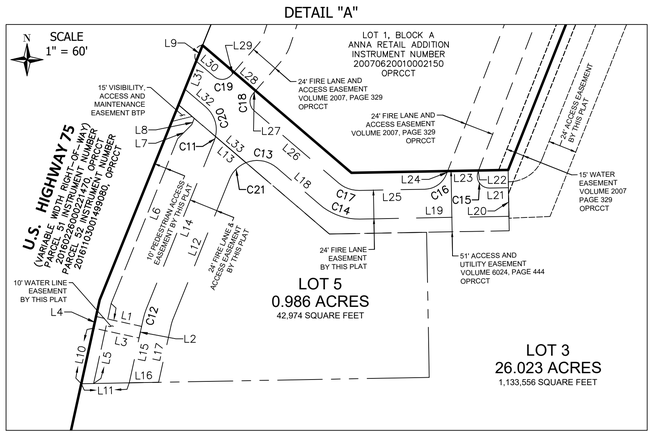
4. Fire Lane Easements shall maintain in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access 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 the Fire Department and emergency use.

5. Access Easements 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.

6. No appurtenance between 2.5' and 10' may be placed in a Visibility, Access and Maintenance Easement.



DETAIL "A"



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°34'23"	4940.00'	135.63'	S86°11'50"E	135.63'
C2	90°30'46"	30.00'	47.39'	N43°44'04"E	42.62'
C3	25°24'03"	40.00'	17.73'	N16°17'19"W	17.59'
C4	31°20'43"	55.00'	30.09'	N17°28'43"W	29.72'
C5	67°12'51"	30.00'	35.19'	N55°20'59"E	33.21'
C6	66°47'54"	30.00'	34.98'	S55°09'27"W	33.03'
C7	90°13'50"	30.00'	47.24'	S43°50'30"W	42.51'
C8	32°22'10"	31.00'	17.51'	S18°10'02"E	17.28'
C9	26°48'49"	64.00'	29.95'	S16°33'44"E	29.68'
C10	81°22'46"	30.00'	42.61'	N50°19'10"W	39.12'
C11	8°48'07"	25.00'	3.84'	S17°35'22"W	3.84'
C12	9°37'43"	50.00'	8.40'	S17°10'34"W	8.39'
C13	62°36'52"	25.00'	27.32'	S80°43'59"E	25.98'
C14	41°37'51"	50.00'	36.33'	S70°14'29"E	35.54'
C15	112°12'01"	10.00'	19.58'	N34°57'24"W	16.60'
C16	67°47'59"	20.00'	23.67'	S55°02'36"W	22.31'
C17	41°37'51"	26.00'	18.89'	N70°14'29"W	18.48'
C18	90°25'54"	10.00'	15.78'	N04°12'36"W	14.20'
C19	89°34'06"	10.00'	15.63'	S85°47'24"W	14.09'
C20	62°36'52"	25.00'	27.32'	S18°07'07"E	25.98'
C21	45°58'10"	25.00'	20.06'	N44°58'30"E	19.52'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S77°49'13"E	39.02'
L2	S12°10'47"W	10.00'
L3	N77°49'13"W	39.05'
L4	N12°22'45"E	10.00'
L5	S12°22'45"W	68.68'
L6	S21°59'24"W	149.03'
L7	S45°00'00"W	16.66'
L8	S21°59'24"W	5.67'
L9	N21°59'24"E	14.24'
L10	N12°22'45"E	47.68'
L11	N88°57'23"E	40.14'
L12	N21°59'25"E	127.07'
L13	N49°25'33"W	33.67'
L14	S21°59'25"W	151.95'
L15	S12°21'43"W	55.25'
L16	N88°57'23"E	24.67'
L17	N12°21'43"E	49.53'
L18	S49°25'33"E	47.82'
L19	N88°56'36"E	125.05'
L20	N01°03'24"W	24.00'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S88°56'36"W	15.94'
L22	N21°08'36"E	1.19'
L23	S88°57'22"W	25.92'
L24	S21°08'36"W	2.64'
L25	S88°56'36"W	54.87'
L26	N49°25'33"W	93.15'
L27	N41°00'21"E	3.43'
L28	N49°25'33"W	24.00'
L29	S41°00'21"W	3.58'
L30	N49°25'33"W	19.99'
L31	S21°59'24"W	25.32'
L32	S49°25'33"E	23.18'
L33	S49°25'33"E	33.67'
L34	N01°05'42"W	24.00'
L35	N88°59'27"E	220.43'
L36	N01°31'19"W	52.63'
L37	N01°16'25"W	68.55'
L38	N88°57'25"E	502.15'
L39	N21°44'34"E	194.42'
L40	N87°39'16"E	34.40'

LINE TABLE		
NO.	BEARING	LENGTH
L41	S01°03'24"E	30.53'
L42	S88°33'24"W	1.15'
L43	S21°45'30"W	188.21'
L44	S88°57'25"W	483.76'
L45	S01°16'25"E	14.21'
L46	S01°31'19"E	132.96'
L47	S88°54'18"W	25.05'
L48	S88°59'27"W	220.39'

EXHIBIT A

STATE OF TEXAS

COUNTY OF COLLIN

WHEREAS, ANNA 31 RETAIL, LP, is the owner of a 29.654 acre tract of land located in the Thomas Rattan Survey, Abstract Number 782, Collin County, Texas, being a remainder of Lots 2R-C and 2R-D, Block A of the Anna Retail Addition, recorded in Instrument Number 20100303010000370 of the Official Public Records of Collin County, Texas, (OPRCCT), and all of a called 0.10 acre tract described in the General Warranty Deed to Anna 31 Retail, LP, recorded in Instrument Number 20151123001472990, OPRCCT, said 29.654 acre tract as determined from a survey by Kenneth Yazel, RPLS 6182 on June 7, 2021 (ground distances are expressed in US survey feet using a projected combined scale factor of 1.000152710) and being more particularly described as follows:

BEGINNING at a found TXDOT Aluminum Disk having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 7176569.3 and Easting 2552835.4, on the east right-of-way line of U.S. Highway 75 (Variable Width Right-of-Way) and at the southwest corner of a said 0.10 acre tract ;

THENCE North 07 degrees 36 minutes 56 seconds East (Grid Bearings based on said Texas Coordinate System), with the west line of said 0.10 acre tract and the east right-of-way line of said Highway 75, passing a found TXDOT aluminum disk at the westernmost southwest corner of said Lot 2R-D at a distance of 50.20 feet, a total distance of 165.55 feet to a point for corner from which a found TXDOT aluminum disk bears South 56 degrees 00 minutes 27 seconds East a distance of 0.72 feet;

THENCE North 12 degrees 22 minutes 45 seconds East, continuing with the west line of said Lot 2R-D and the east right-of-way line of said Highway 75, a distance of 301.04 feet to a found TXDOT aluminum disk;

THENCE North 21 degrees 59 minutes 24 seconds East, continuing with the west line of said Lot 2R-D and the east right-of-way line of said Highway 75, a distance of 230.24 feet to a found TXDOT aluminum disk at the westernmost northwest corner of said Lot 2R-D and the westernmost southwest corner of Lot 1, Block A of the Anna Retail Addition, recorded in Instrument Number 20070620010002150, OPRCCT;

THENCE South 49 degrees 25 minutes 33 seconds East, with the north line of said Lot 2R-D and the south line of said Lot 1, a distance of 164.32 feet to a point for corner;

THENCE North 88 degrees 57 minutes 22 seconds East, continuing with the north line of said Lot 2R-D and the south line of said Lot 1, a distance of 131.38 feet to a set 1/2" iron rod with cap stamped "ypassociates.com";

THENCE North 21 degrees 41 minutes 30 seconds East, continuing with the north line of said Lot 2R-D and the south line of said Lot 1, a distance of 222.30 feet to a point for corner from which a found 1/2" iron rod bears South 50 degrees 21 minutes 03 seconds East a distance of 0.39 feet, at the east corner of said Lot 1 and the southernmost southwest corner of Lot 1, Block A of the Love's County Store Addition, recorded in Instrument Number 19000101001001100, OPRCCT;

THENCE North 88 degrees 54 minutes 18 seconds East, with the north line of said Lot 2R-D and the south line of said Lot 1, Block A, a distance of 510.43 feet to a set 1/2" iron rod with cap stamped "ypassociates.com";

THENCE North 01 degrees 05 minutes 42 seconds West, with the east line of said Lot 2R-D and the east line of said Lot 1, Block A, a distance of 198.84 feet to a found 1/2" iron rod with cap stamped "RPLS 5810" at the southwest corner of Lot 2R-A, Block A of said Anna Retail Addition;

THENCE North 88 degrees 54 minutes 18 seconds East, with the north line of said Lot 2R-D and the south line of said Lot 2R-A, passing a found 1/2" iron rod with cap stamped "TXHS" at a distance of 130.00 feet, a total distance of 280.00 feet to a found 1/2" iron rod with cap stamped "PRECISE LAND SURV" at the southeast corner of Lot 2R-B, Block A of said Anna Retail Addition;

THENCE North 01 degrees 05 minutes 42 seconds West, with the west line of said Lot 2R-D and the east line of said Lot 2R-B, a distance of 212.76 feet to a point for corner on the south right-of-way line of F.M. Highway 455 (Variable Width Right-of-Way) from which an "X" cut in concrete bears South 33 degrees 56 minutes 04 seconds East, a distance of 0.59 feet, at the beginning of a curve to the right having a radius of 4940.00 feet and a chord bearing South 86 degrees 11 minutes 50 seconds East, a distance of 135.63 feet;

Southeasterly along said curve through a central angle of 1 degrees 34 minutes 23 seconds an arc distance of 135.63 feet to a found TXDOT Aluminum Disk;

THENCE South 78 degrees 57 minutes 34 seconds East, a distance of 155.39 feet to a found 1/2" iron rod with cap stamped "ypassociates.com";

THENCE South 02 degrees 45 minutes 07 seconds East, a distance of 1133.06 feet to a found 5/8" iron rod at the southeast corner of said Lot 2R-D and the northeast corner of a called 66.560 acre tract conveyed to Cytnhia H. Grossman in a Warranty Deed, recorded in Instrument Number 19900831000466490, OPRCCT;

THENCE South 88 degrees 57 minutes 21 seconds West, with the south line of said Lot 2R-D and the north line of said 66.560 acre tract, passing a point for corner at the southeast corner of said 0.10 acre tract at a distance of 1544.08 feet from which a found 5/8" iron rod with cap stamped "DC&A INC" bears South 01 degrees 02 minutes 39 seconds East, a distance of 0.48 feet, to a found TXDOT Aluminum Disk at the southwest corner of said 0.10 acre tract, a total distance of 1635.97 feet to the POINT OF BEGINNING and containing 29.654 acres, or 1,291,745 square feet of land, more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, ANNA 31 RETAIL, LP, acting herein by and through it's duly authorized agent, David Claassen does hereby adopt this plat designating the hereinabove described property as Lots 3,4, & 5, Block A, Anna Retail Addition, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

WITNESS my hand, this time_____day of _____, 2021.

ANNA 31 RETAIL, LP

By: _____

Name: David E. Claassen

Title: _____

STATE OF TEXAS

COUNTY OF _____

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David E Claassen, known to me to be the person or persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2021.

_____

Notary Public

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

SURVEYOR'S CERTIFICATE

THAT, I, KENNETH H. YAZEL JR., do hereby certify that I prepared this plat and the field notes made part thereof from actual and accurate survey of the land and that the corner monuments shown thereof were properly placed under my personal supervision, in accordance with the Subdivisions regulations of the City of Anna, Texas.

_____

Kenneth H. Yazel Jr. Date

Registered Professional Land Surveyor No. 6182

STATE OF TEXAS

COUNTY OF _____

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kenneth H. Yazel Jr., known to me to be the person or persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2021.

_____

Notary Public

APPROVED THIS _____DAY OF _____, 2021

BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

_____

MAYOR

_____

CITY SECRETARY

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

PRELIMINARY REPLAT
LOTS 3, 4, AND 5, BLOCK A
ANNA RETAIL ADDITION
29.654 ACRES

SITUATED IN THE THOMAS RATTAN SURVEY
ABSTRACT NUMBER 782

CITY OF ANNA
COLLIN COUNTY, TEXAS

PREPARED AUGUST 2021

YAZEL PEEBLES & ASSOCIATES LLC
P.O. Box 210097
Bedford, TX 76095
817.268.3316
ypassociates.com
TBPELS 10194022

Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Villages of Hurricane Creek - North, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
344 single-family residential lots and 13 common area lots on 70.8± acres located at the southwest corner of Standridge Boulevard and Stockport Drive. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, SF-Z Single-Family Residence District – Zero Lot Line Homes, and SF-TH Single-Family Townhome District (PD-SF-84/SF-72/SF-60/SF-Z/SF-TH) (Ord. No. 932-2021).

The purpose for the final plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family residential development.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Recommend for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

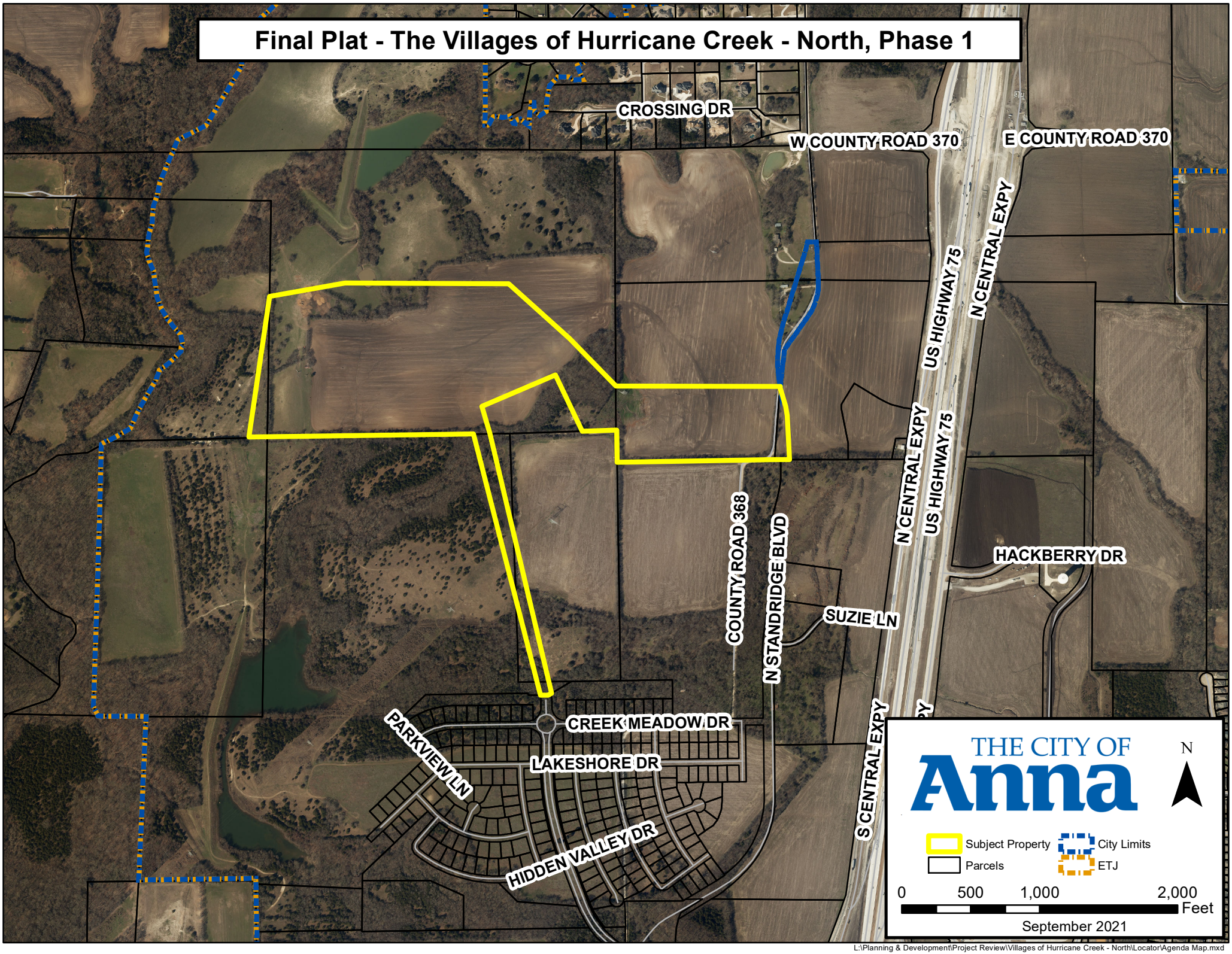
ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (FP) VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1
3. Exhibit A (STAMPED) (FP) Villages of Hurricane Creek - North, Phase 1

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021

Jim Proce, City Manager Final Approval - 10/8/2021

Final Plat - The Villages of Hurricane Creek - North, Phase 1



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1, FINAL PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, MM Anna 325, LLC has submitted an application for the approval of the Villages of Hurricane Creek - North, Phase 1, Final Plat;

WHEREAS, The Villages of Hurricane Creek - North, Phase 1, Final Plat generally conforms to the approved Villages of Hurricane Creek - North, Preliminary Plat;

WHEREAS, The Villages of Hurricane Creek - North, Phase 1, Final Plat conforms to the existing zoning;

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 of Final Plat

The City Council hereby approves the Villages of Hurricane Creek - North, Phase 1, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 12th day of October, 2021.

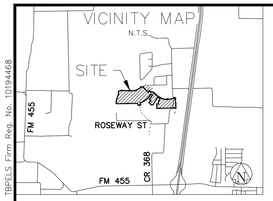
ATTEST:

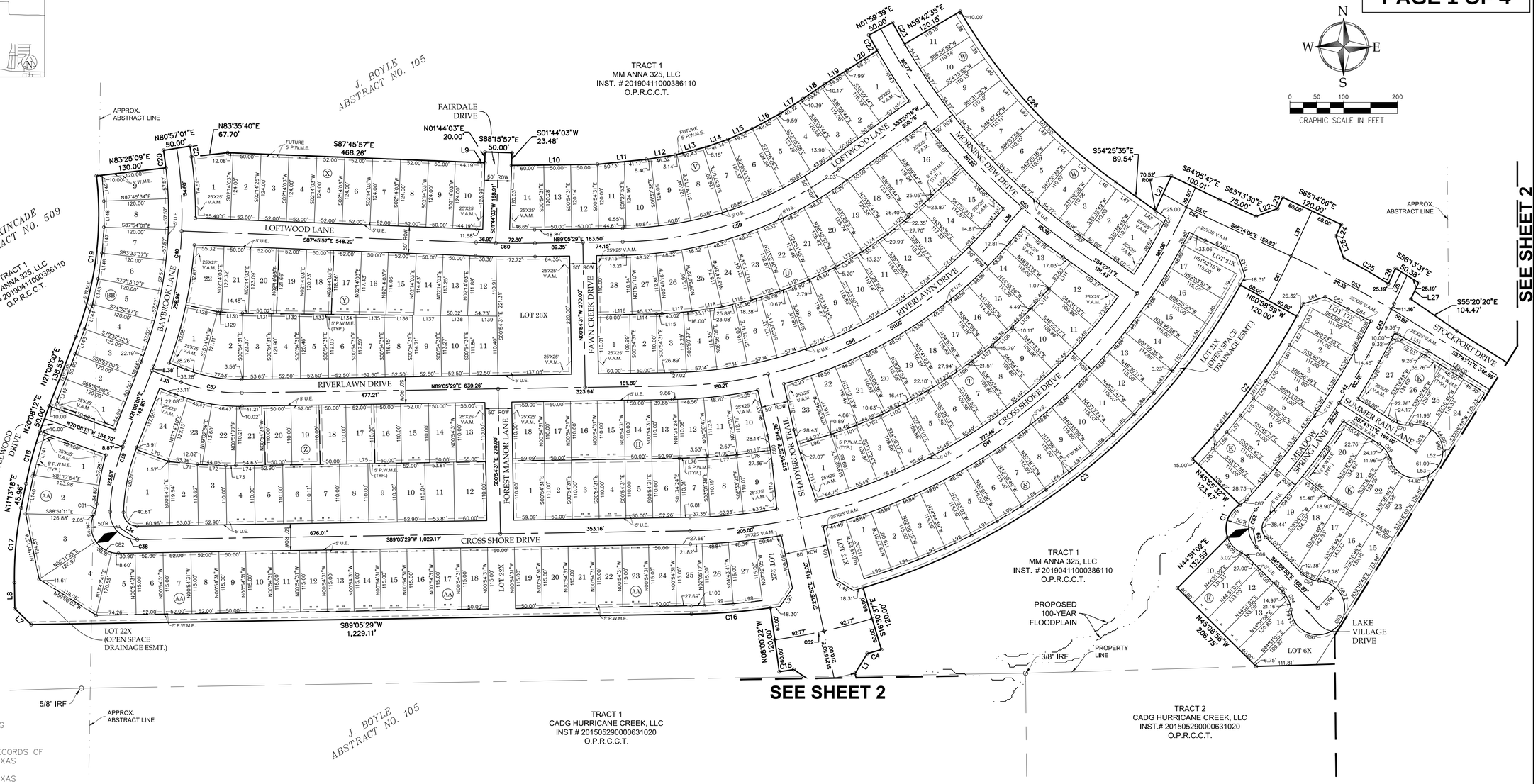
_____
City Secretary, Carrie L. Land

APPROVED:

_____
Mayor, Nate Pike

EXHIBIT A
PAGE 1 OF 4



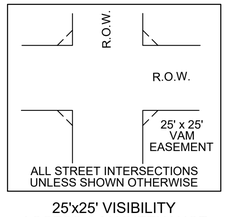


LEGEND

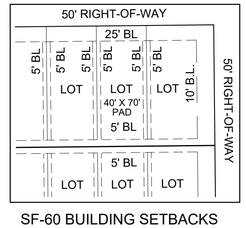
P.O.B.	POINT OF BEGINNING
IRS	IRON ROD SET
IRF	IRON ROD FOUND
OPRCCT	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
PRCCT	PLAT RECORDS OF COLLIN COUNTY, TEXAS
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
VAM	VISIBILITY ACCESS & MAINTENANCE EASEMENT
PWME	PRIVATE WALL MAINTENANCE EASEMENT
◆	STREET NAME CHANGE

NOTES

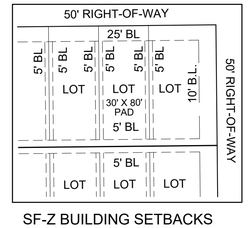
1. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999874745355.
2. ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET, UNLESS NOTED OTHERWISE.
3. SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
4. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.
5. RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



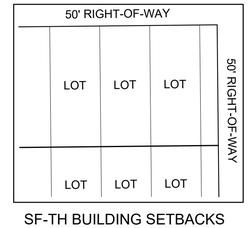
25'x25' VISIBILITY ACCESS & MAINTENANCE EASEMENT AT STREET INTERSECTIONS
(TYP.) N.T.S.



SF-60 BUILDING SETBACKS
50'X100' LOT
(TYP.) N.T.S.



SF-Z BUILDING SETBACKS
40'X110' LOT
(TYP.) N.T.S.



SF-TH BUILDING SETBACKS
25'X90' LOT
(TYP.) N.T.S.

	SF-60	SF-Z	SF-TH
Maximum Height (feet)	35	35	35
Side Yard Interior (feet)	5	0/5	0/5
Side Yard, Corner Lot, Street Side (feet) (c)	10	10	10
Rear Yard (feet) (d)	10	10	10
Front Yard (feet)	25	20	20
Lot Area (feet)	6,000	4,000	2,000 per unit
Min. lot width (feet)	50	40	20
Min. lot depth (feet) (e)	100	100	80
Max lot coverage (%)	55%	85%	70%
Building size (square feet)	1600	1200	900
Masonry (%)	60%	60%	60%

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

OWNERS
CADG HURRICANE CREEK,
LLC/MM ANNA 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

A FINAL PLAT OF
VILLAGES OF HURRICANE
CREEK - NORTH, PHASE 1

70.834 ACRES TOTAL
344 RESIDENTIAL LOTS,
13 NON-RESIDENTIAL LOTS
SITUATED IN THE
J. KINCADE SURVEY, ABSTRACT NO. 509,
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

Revisions:	
Job #:	CEN18001
Drawn By:	KSG
Checked By:	CSR
Date:	9/27/2021
Scale:	1" = 100'

A FINAL PLAT OF
HURRICANE CREEK - NORTH, PHASE 1
70.779 ACRES TOTAL, 344 RESIDENTIAL LOTS; 13 NON-RESIDENTIAL LOTS
SITUATED IN THE J. KINCADE SURVEY, ABSTRACT NO. 509,
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

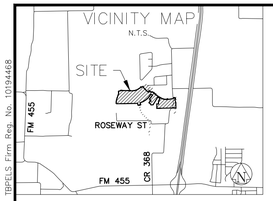
PELOTON LAND SOLUTIONS
11000 FRISCO ST. SUITE 400 FRISCO, TX 75033 PH # 469-213-1800

SHEET 1 OF 4 SHEETS

Copyright © 2021 Peloton Land Solutions, Inc.
TBPELS Firm Reg. No. 10194468

DWG NAME: J:\JOB\CEN18001_SHERLEY_325_AC\MASTER DEV_SURVEY\CEN18001_PA1F.DWG

EXHIBIT A
PAGE 2 OF 4

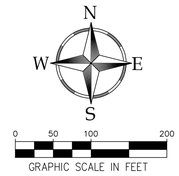


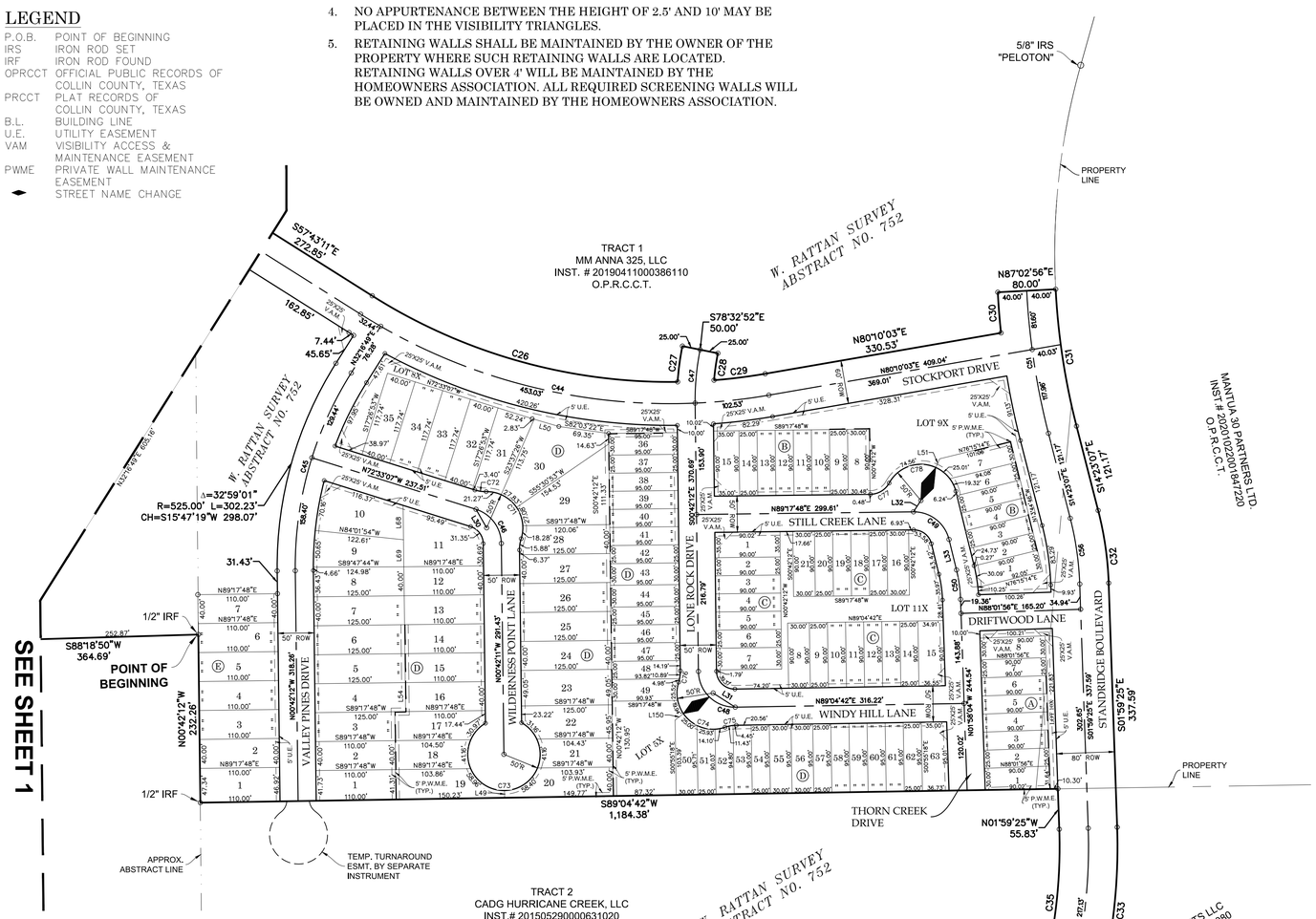
LEGEND

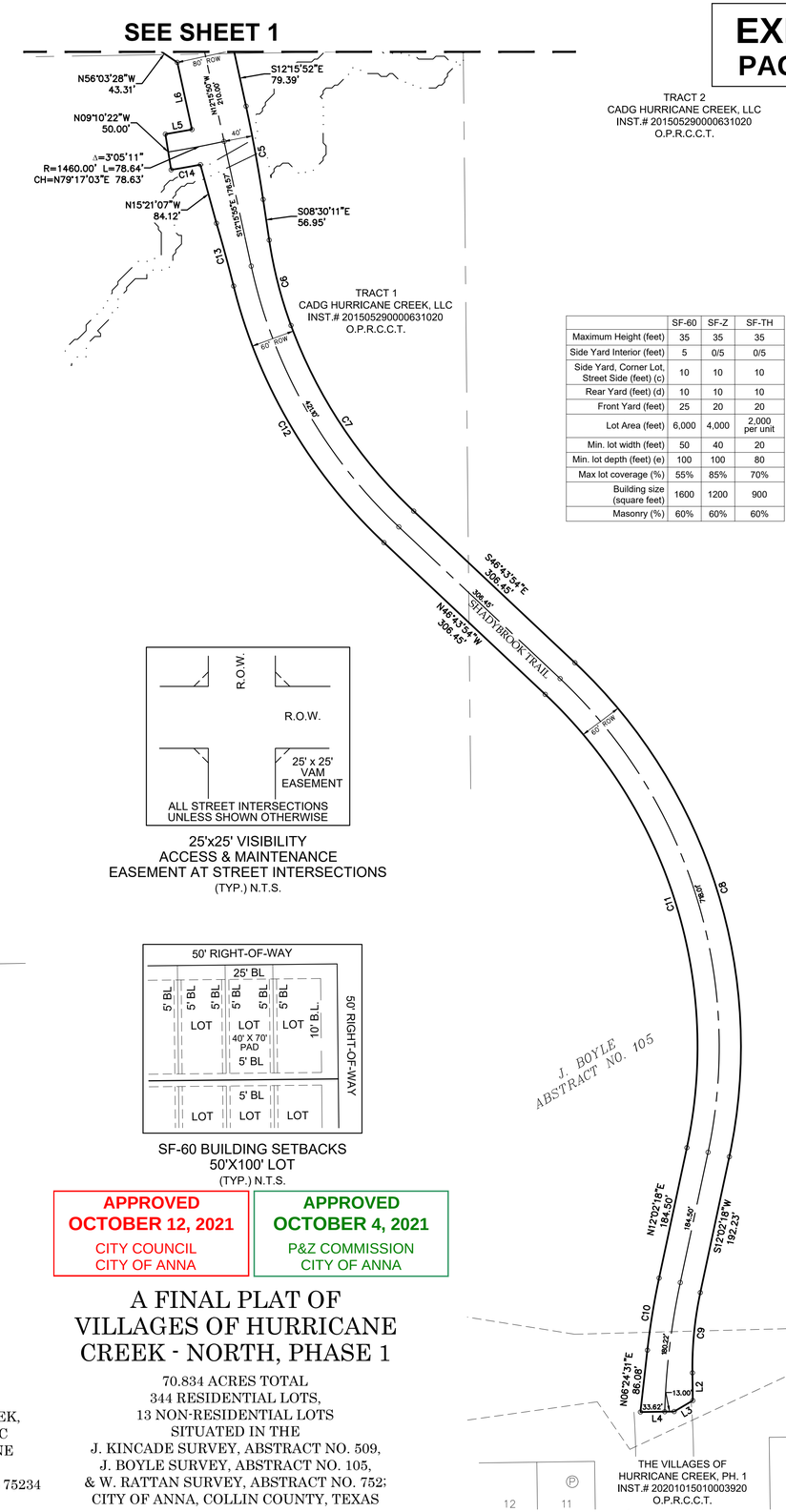
P.O.B.	POINT OF BEGINNING
IRS	IRON ROD SET
IRF	IRON ROD FOUND
OPRCCT	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
PRCCT	PLAT RECORDS OF COLLIN COUNTY, TEXAS
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
VAM	VISIBILITY ACCESS & MAINTENANCE EASEMENT
PWME	PRIVATE WALL MAINTENANCE EASEMENT
◆	STREET NAME CHANGE

NOTES

1. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999874745355.
2. ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET, UNLESS NOTED OTHERWISE.
3. SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
4. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.
5. RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



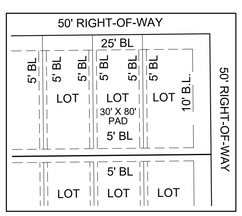




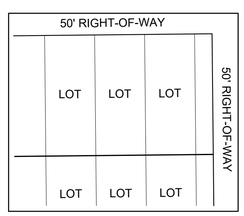
25'x25' VISIBILITY ACCESS & MAINTENANCE EASEMENT AT STREET INTERSECTIONS
(TYP.) N.T.S.

	SF-60	SF-Z	SF-TH
Maximum Height (feet)	35	35	35
Side Yard Interior (feet)	5	0/5	0/5
Side Yard, Corner Lot, Street Side (feet) (c)	10	10	10
Rear Yard (feet) (d)	10	10	10
Front Yard (feet)	25	20	20
Lot Area (feet)	6,000	4,000	2,000 per unit
Min. lot width (feet)	50	40	20
Min. lot depth (feet) (e)	100	100	80
Max lot coverage (%)	55%	85%	70%
Building size (square feet)	1600	1200	900
Masonry (%)	60%	60%	60%

SF-60 BUILDING SETBACKS
50'X100' LOT
(TYP.) N.T.S.



SF-Z BUILDING SETBACKS
40'X110' LOT
(TYP.) N.T.S.



SF-TH BUILDING SETBACKS
25'X90' LOT
(TYP.) N.T.S.

APPROVED	APPROVED
OCTOBER 12, 2021	OCTOBER 4, 2021
CITY COUNCIL CITY OF ANNA	P&Z COMMISSION CITY OF ANNA

A FINAL PLAT OF VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1

70.834 ACRES TOTAL
344 RESIDENTIAL LOTS,
13 NON-RESIDENTIAL LOTS
SITUATED IN THE
J. KINCADE SURVEY, ABSTRACT NO. 509,
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNERS
CADG HURRICANE CREEK,
LLC/MM ANNA 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

Revisions:	
Job #:	CEN18001
Drawn By:	KSG
Checked By:	CSR
Date:	9/27/2021
Scale:	1" = 100'

A FINAL PLAT OF VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1
70.779 ACRES TOTAL, 344 RESIDENTIAL LOTS; 13 NON-RESIDENTIAL LOTS
SITUATED IN THE J. KINCADE SURVEY, ABSTRACT NO. 509,
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS
11000 FRISCO ST. SUITE 400 FRISCO, TX 75033 PH.# 469-213-1800

SHEET 2 OF 4 SHEETS

Copyright © 2021 Peloton Land Solutions, Inc.
TBPELS Firm Reg. No. 10194468

DWG NAME: J:\JOB\CEN18001_SHIRLEY_325_AC\MASTER DEV_SURVEY\CEN18001_PATF.DWG

EXHIBIT A
PAGE 3 OF 4

LEGAL DESCRIPTION:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. KINCADE SURVEY, ABSTRACT NUMBER 509, J. BOYLE SURVEY, ABSTRACT NUMBER 105, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS "TRACT 1" IN A DEED TO MM ANNA 325, LLC, ACCORDING TO THE DOCUMENT FILED OF RECORD IN INSTRUMENT NO. 20190411000386110 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), ALSO BEING THE REMAINDER PORTION OF THAT TRACT OF LAND DESCRIBED IN A DEED TO BFB ANA 40 ACRES, LLC, ACCORDING TO THE DOCUMENT FILED OF RECORD IN INSTRUMENT NUMBER 20190412000390800 (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. KINCADE SURVEY, ABSTRACT NUMBER 509, THE J. BOYLE SURVEY, ABSTRACT NUMBER 105, THE J. ROBERTS SURVEY, ABSTRACT NUMBER 760, THE J. ELLET SURVEY, ABSTRACT NUMBER 296, THE J. BOYLE SURVEY, ABSTRACT NUMBER 105, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752, COLLIN COUNTY, TEXAS, BEING ALL OF THAT LAND DESCRIBED IN DEED TO MM ANNA 325, LLC TRACT 1 RECORDED IN INSTRUMENT NUMBER 20190411000386110 AND CADG HURRICANE CREEK, LLC RECORDED IN INSTRUMENT NUMBER 201505290000631020 TRACT 1 AND 2 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTH LINE OF SAID MM ANNA 325, LLC TRACT 1 AND BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO CADG HURRICANE CREEK, LLC TRACT 2 RECORDED IN INSTRUMENT NUMBER 201505290000631020 OF SAID O.P.R.C.C.T.;

THENCE S 88° 18' 50" W, 364.69 FEET FOLLOWING THE COMMON LINE OF SAID MM ANNA 325 TRACT AND SAID CADG HURRICANE CREEK TRACT 2 TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

THENCE DEPARTING THE SOUTH LINE OF SAID MM ANNA 325 TRACT OVER AND ACROSS SAID MM ANNA 325 AND SAID CADG HURRICANE CREEK TRACTS THE FOLLOWING BEARINGS AND DISTANCES:

N 45° 08' 58" W, 206.75 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 44° 51' 02" E, 132.59 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 71.14 FEET, THROUGH A CENTRAL ANGLE OF 81° 31' 33", HAVING A RADIUS OF 50.00 FEET, AND A LONG CHORD WHICH BEARS N 20° 43' 12" E, 65.29 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 45° 55' 32" W, 123.47 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 329.56 FEET, THROUGH A CENTRAL ANGLE OF 14° 24' 50", HAVING A RADIUS OF 1310.00 FEET, AND A LONG CHORD WHICH BEARS N 36° 13' 27" E, 328.69 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 60° 58' 59" W, 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 923.67 FEET, THROUGH A CENTRAL ANGLE OF 44° 28' 21", HAVING A RADIUS OF 1190.00 FEET, AND A LONG CHORD WHICH BEARS S 51° 15' 12" W, 900.66 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 16° 30' 37" E, 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 27.21 FEET, THROUGH A CENTRAL ANGLE OF 01° 11' 24", HAVING A RADIUS OF 1310.00 FEET, AND A LONG CHORD WHICH BEARS S 74° 05' 05" W, 27.21 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 31° 32' 06" W, 43.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 12° 15' 52" E, 79.39 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 131.30 FEET, THROUGH A CENTRAL ANGLE OF 03° 45' 41", HAVING A RADIUS OF 2000.00 FEET, AND A LONG CHORD WHICH BEARS S 10° 23' 01" E, 131.27 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 08° 30' 11" E, 56.95 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 122.05 FEET, THROUGH A CENTRAL ANGLE OF 11° 39' 17", HAVING A RADIUS OF 600.00 FEET, AND A LONG CHORD WHICH BEARS S 14° 19' 50" E, 121.84 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 310.75 FEET, THROUGH A CENTRAL ANGLE OF 26° 34' 25", HAVING A RADIUS OF 670.00 FEET, AND A LONG CHORD WHICH BEARS S 33° 26' 41" E, 307.97 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 46° 43' 54" E, 306.45 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 748.78 FEET, THROUGH A CENTRAL ANGLE OF 58° 46' 11", HAVING A RADIUS OF 730.00 FEET, AND A LONG CHORD WHICH BEARS S 17° 20' 48" E, 716.38 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 12° 02' 18" W, 192.23 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 111.87 FEET, THROUGH A CENTRAL ANGLE OF 12° 49' 11", HAVING A RADIUS OF 500.00 FEET, AND A LONG CHORD WHICH BEARS S 05° 37' 43" W, 111.64 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 00° 46' 53" E, 38.33 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 59° 26' 54" W, 30.01 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 89° 13' 07" W, 46.62 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 06° 24' 31" E, 86.08 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 101.20 FEET, THROUGH A CENTRAL ANGLE OF 05° 37' 47", HAVING A RADIUS OF 1030.00 FEET, AND A LONG CHORD WHICH BEARS N 09° 13' 24" E, 101.16 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 12° 02' 18" E, 184.50 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 687.24 FEET, THROUGH A CENTRAL ANGLE OF 58° 46' 11", HAVING A RADIUS OF 670.00 FEET, AND A LONG CHORD WHICH BEARS N 17° 20' 48" W, 657.50 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 46° 43' 54" W, 306.45 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 417.32, THROUGH A CENTRAL ANGLE OF 32° 45' 15", HAVING A RADIUS OF 730.00 FEET, AND A LONG CHORD WHICH BEARS N 30° 21' 16" W, 411.66 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 90.04 FEET, THROUGH A CENTRAL ANGLE OF 02° 34' 46", HAVING A RADIUS OF 2000.00 FEET, AND A LONG CHORD WHICH BEARS N 15° 16' 02" W, 90.03 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 15° 21' 07" W, 84.12 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 41.07 FEET, THROUGH A CENTRAL ANGLE OF 01° 35' 05", HAVING A RADIUS OF 1485.00 FEET, AND A LONG CHORD WHICH BEARS S 80° 02' 06" W, 41.07 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 09° 10' 22" W, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 80° 04' 54" E, 37.35 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 12° 18' 05" W, 95.06 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 56° 03' 28" W, 43.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 27.21 FEET, THROUGH A CENTRAL ANGLE OF 01° 11' 26", HAVING A RADIUS OF 1310.00 FEET, AND A LONG CHORD WHICH BEARS S 81° 23' 55" W, 27.22 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 08° 00' 22" W, 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 147.41 FEET, THROUGH A CENTRAL ANGLE OF 07° 05' 51", HAVING A RADIUS OF 1190.00 FEET, AND A LONG CHORD WHICH BEARS S 85° 32' 34" W, 147.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 89° 05' 29" W, 1229.11 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 45° 54' 31" W, 42.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 00° 54' 31" W, 48.75 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.73 FEET, THROUGH A CENTRAL ANGLE OF 12° 07' 49", HAVING A RADIUS OF 660.00 FEET, AND A LONG CHORD WHICH BEARS N 05° 09' 24" E, 139.47 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 11° 13' 18" E, 45.96 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 101.09 FEET, THROUGH A CENTRAL ANGLE OF 07° 14' 23", HAVING A RADIUS OF 800.00 FEET, AND A LONG CHORD WHICH BEARS N 14° 50' 30" E, 101.02 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 20° 08' 12" E, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 21° 08' 00" E, 138.53 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 304.73 FEET, THROUGH A CENTRAL ANGLE OF 27° 42' 51", HAVING A RADIUS OF 630.00 FEET, AND A LONG CHORD WHICH BEARS N 07° 16' 34" E, 301.77 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 83° 25' 09" E, 130.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 32.75 FEET, THROUGH A CENTRAL ANGLE OF 02° 28' 08", HAVING A RADIUS OF 760.00 FEET, AND A LONG CHORD WHICH BEARS N 07° 48' 55" W, 32.75 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 80° 57' 01" E, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 01° 24' 53", HAVING A RADIUS OF 810.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 20' 32" E, 20.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 83° 35' 40" E, 67.70 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 87° 45' 57" E, 468.26 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 87° 55' 48" E, 10.60 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 01° 44' 03" E, 20.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 88° 15' 57" E, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 01° 44' 03" W, 23.48 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 89° 15' 16" E, 160.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 84° 17' 59" E, 91.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 81° 10' 42" E, 54.72 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 75° 20' 06" E, 60.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 70° 47' 30" E, 41.34 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 66° 36' 18" E, 49.56 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 61° 16' 50" E, 59.24 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 56° 58' 45" E, 50.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 55° 47' 22" E, 49.81 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 58° 06' 52" E, 47.94 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 57° 16' 20" E, 66.93 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 32.90 FEET, THROUGH A CENTRAL ANGLE OF 01° 34' 15", HAVING A RADIUS OF 1200.00 FEET, AND A LONG CHORD WHICH BEARS N 28° 47' 28" W, 32.90 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 61° 59' 39" E, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 45.86 FEET, THROUGH A CENTRAL ANGLE OF 02° 17' 04", HAVING A RADIUS OF 1150.00 FEET, AND A LONG CHORD WHICH BEARS S 29° 08' 53" E, 45.85 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 59° 42' 35" E, 120.15 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 434.20 FEET, THROUGH A CENTRAL ANGLE OF 24° 08' 52", HAVING A RADIUS OF 1030.00 FEET, AND A LONG CHORD WHICH BEARS S 42° 21' 09" E, 430.90 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 54° 25' 35" E, 89.54 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 24° 51' 49" E, 70.52 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 64° 05' 47" E, 100.01 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 65° 13' 30" E, 75.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 69° 45' 54" E, 42.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 24° 45' 54" E, 22.77 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 65° 14' 06" E, 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 24° 45' 54" W, 23.65 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 19° 10' 53" E, 43.20 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 96.46 FEET, THROUGH A CENTRAL ANGLE OF 05° 31' 37", HAVING A RADIUS OF 1000.00 FEET, AND A LONG CHORD WHICH BEARS S 59° 58' 35" E, 96.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 24° 45' 54" E, 31.64 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 58° 13' 31" E, 50.38 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 24° 45' 54" W, 33.83 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 55° 20' 20" E, 104.47 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 57° 43' 11" E, 272.85 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 444.37 FEET, THROUGH A CENTRAL ANGLE OF 33° 03' 57", HAVING A RADIUS OF 770.00 FEET, AND A LONG CHORD WHICH BEARS S 74° 15' 09" E, 438.23 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 49.91 FEET, THROUGH A CENTRAL ANGLE OF 07° 37' 35", HAVING A RADIUS OF 375.00 FEET, AND A LONG CHORD WHICH BEARS N 07° 38' 20" E, 49.88 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 78° 32' 52" E, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 37.57 FEET, THROUGH A CENTRAL ANGLE OF 06° 37' 24", HAVING A RADIUS OF 325.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 08' 26" W, 37.55 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 71.20 FEET, THROUGH A CENTRAL ANGLE OF 05° 17' 53", HAVING A RADIUS OF 770.00 FEET, AND A LONG CHORD WHICH BEARS N 82° 48' 59" E, 71.18 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 80° 10' 03" E, 330.53 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 56.36 FEET, THROUGH A CENTRAL ANGLE OF 03° 06' 19", HAVING A RADIUS OF 1040.00 FEET, AND A LONG CHORD WHICH BEARS N 04° 30' 13" W, 56.36 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 87° 02' 56" E, 80.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET IN THE WEST LINE OF A TRACT OF LAND TO MANTUA 30 PARTNERS, LTD RECORDED IN INSTRUMENT NUMBER 20201022001847220 OF SAID O.P.R.C.C.T. AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH THE WEST LINE OF SAID MANTUA TRACT THE FOLLOWING BEARINGS AND DISTANCES:

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 46.75 FEET, THROUGH A CENTRAL ANGLE OF 02° 47' 24", HAVING A RADIUS OF 960.00 FEET, AND A LONG CHORD WHICH BEARS S 04° 20' 46" E, 46.74 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 80° 10' 03" E, 38.26 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 09° 49' 57" E, 60.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 80° 10' 03" W, 40.67 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 84.77 FEET, THROUGH A CENTRAL ANGLE OF 05° 03' 35", HAVING A RADIUS OF 960.00 FEET, AND A LONG CHORD WHICH BEARS S 11° 51' 19" E, 84.75 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 14° 23' 07" E, 121.17 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 101.47 FEET, THROUGH A CENTRAL ANGLE OF 12° 23' 42", HAVING A RADIUS OF 465.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 11' 16" E, 100.40 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

S 01° 59' 25" E, PASSING AT A DISTANCE OF 283.25 THE SOUTH LINE OF SAID MANTUA TRACT CONTINUING IN TOTAL 337.59 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET IN A TRACT OF LAND TO ANNA INVESTMENTS, LLC RECORDED IN INSTRUMENT NUMBER 20180622000777080 OF SAID O.P.R.C.C.T. AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 228.86 FEET, THROUGH A CENTRAL ANGLE OF 16° 48' 41", HAVING A RADIUS OF 780.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 24' 56" W, 228.04 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

THENCE S 14° 49' 16" W, 121.60 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 35.02 FEET, THROUGH A CENTRAL ANGLE OF 03° 14' 11", HAVING A RADIUS OF 620.00 FEET, AND A LONG CHORD WHICH BEARS S 13° 12' 10" W, 35.02 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

THENCE N 78° 18' 57" W, 80.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET IN THE EAST LINE OF CADG TRACT 1 AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE FOLLOWING SAID CADG TRACT 2 WEST LINE THE FOLLOWING BEARINGS AND DISTANCES:

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 39.40 FEET, THROUGH A CENTRAL ANGLE OF 03° 13' 30", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS N 13° 12' 31" E, 39.40 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 14° 49' 16" E, 121.60 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 205.39 FEET, THROUGH A CENTRAL ANGLE OF 16° 48' 41", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS N 06° 24' 56" E, 204.65 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

N 01° 59' 25" W, 55.83 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" SET;

THENCE S 89° 04' 42" W, 1184.38 FEET DEPARTING SAID WEST LINE TO 1/2 INCH IRON ROD FOUND;

THENCE N 00° 42' 12" W, 232.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,083,142 SQUARE FEET OR 70.779 ACRES MORE OR LESS.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, CHARLES STEPHEN RAMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF ANNA, TEXAS..

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Charles Stephen Ramsey, RPLS 6718
Date: 9/27/2021

CHARLES STEPHEN RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6718

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 CHARLES STEPHEN RAMSEY, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _______________, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: ___________________________

NOTES:

1. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS.
2. ALL UTILITY EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF COLLIN COUNTY AS SHOWN WITHIN THE LIMITS INDICATED HEREON, UNLESS OTHERWISE NOTED.
3. SIDEWALKS WILL BE PROVIDED PURSUANT TO THE CITY OF ANNA DEVELOPMENT STANDARDS.
4. SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
5. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999874745355.
6. SELLING A PORTION OF THIS PLAT BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND/OR WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
7. BLOCKING THE FLOW OF WATER OR CONSTRUCTION IMPROVEMENTS IN DRAINAGE EASEMENTS AND FILLINGS OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.
8. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THIS ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUALS OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.
9. COLLIN COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.
10. COLLIN COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
11. ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET, UNLESS NOTED OTHERWISE.
12. LOT CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET OR AN "X" CUT SET IN CONCRETE, UNLESS OTHERWISE NOTED. WHEN A RETAINING WALL OR SCREENING FENCE HAS BEEN PLACED AT THE REAR LOT CORNER, A 5/8 INCH IRON ROD MAY BE SET FIVE FEET (5') FROM THE REAR LOT CORNER ALONG THE SIDE LOT LINE.
13. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG HURRICANE CREEK, LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1, AN ADDITION TO COLLIN COUNTY, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, THE STREETS, ALLEYS AND PUBLIC USE AREAS SHOWN HEREON, AND DO HEREBY DEDICATE THE EASEMENTS SHOWN ON THE PLAT FOR THE PURPOSES AS INDICATED TO THE DISTRICTS EXCLUSIVE USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREIN. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS OF SAID PLAT. AT THE SOLE AND EXCLUSIVE DISCRETION OF THE DISTRICTS AND SUBJECT TO THEIR WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE DISTRICTS USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE DISTRICTS TO USE SAID EASEMENTS SHALL HAVE HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS. ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHTS OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE.

BY: CADG HURRICANE CREEK, LLC

BY: ___________________________

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____________________, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS __________ DAY OF ____________________, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: ___________________________

BY: MM ANNA 325

BY: ___________________________

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____________________, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS __________ DAY OF ____________________, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: ___________________________

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

OWNERS
CADG HURRICANE CREEK, LLC/MM ANNA 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

A FINAL PLAT OF VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1

70.779 ACRES TOTAL
344 RESIDENTIAL LOTS,
13 NON-RESIDENTIAL LOTS
SITUATED IN THE
J. KINCADE SURVEY, ABSTRACT NO. 509,
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

Revisions:	
Job #:	CEN18001
Drawn By:	KSG
Checked By:	CSR
Date:	9/27/2021
Scale:	N/A

A FINAL PLAT OF VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1
70.779 ACRES TOTAL, 344 RESIDENTIAL LOTS; 13 NON-RESIDENTIAL LOTS
SITUATED IN THE J. KINCADE SURVEY, ABSTRACT NO. 509,
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON
LAND SOLUTIONS
11000 FRISCO ST. SUITE 400 FRISCO, TX 75033 PH.# 469-213-1800

SHEET
3
OF 4 SHEETS

TBPELS Firm Reg. No. 10194468
Copyright ©2021 Peloton Land Solutions, Inc.
DWG NAME: J:\JOB\CEN18001_SHERLEY_325_AC\MASTER DEV_SURVEY\CEN18001_PA1F.DWG

EXHIBIT A
PAGE 4 OF 4

Parcel Table	
Parcel	Area
BLOCK A, LOT 1	2774 SF
BLOCK A, LOT 2	2250 SF
BLOCK A, LOT 3	2250 SF
BLOCK A, LOT 4	2250 SF
BLOCK A, LOT 5	2250 SF
BLOCK A, LOT 6	2250 SF
BLOCK A, LOT 7	2250 SF
BLOCK A, LOT 8	2700 SF
BLOCK AA, LOT 1	8432 SF
BLOCK AA, LOT 2	8165 SF
BLOCK AA, LOT 3	10198 SF
BLOCK AA, LOT 4	9253 SF
BLOCK AA, LOT 5	6812 SF
BLOCK AA, LOT 6	5980 SF
BLOCK AA, LOT 7	5980 SF
BLOCK AA, LOT 8	5980 SF
BLOCK AA, LOT 9	5750 SF
BLOCK AA, LOT 10	5750 SF
BLOCK AA, LOT 11	5750 SF
BLOCK AA, LOT 12	5750 SF
BLOCK AA, LOT 13	5750 SF
BLOCK AA, LOT 14	5750 SF
BLOCK AA, LOT 15	5750 SF
BLOCK AA, LOT 16	5750 SF
BLOCK AA, LOT 17	5750 SF
BLOCK AA, LOT 18	5750 SF
BLOCK AA, LOT 19	5750 SF
BLOCK AA, LOT 20	5750 SF
BLOCK AA, LOT 21	5750 SF
BLOCK AA, LOT 22	5750 SF
BLOCK AA, LOT 23	5750 SF
BLOCK AA, LOT 24	5750 SF
BLOCK AA, LOT 25	5826 SF
BLOCK AA, LOT 26	5910 SF
BLOCK AA, LOT 27	5910 SF
BLOCK B, LOT 1	2721 SF

Parcel Table	
Parcel	Area
BLOCK B, LOT 2	2250 SF
BLOCK B, LOT 3	2250 SF
BLOCK B, LOT 4	2250 SF
BLOCK B, LOT 5	2250 SF
BLOCK B, LOT 6	2276 SF
BLOCK B, LOT 7	3060 SF
BLOCK B, LOT 8	2700 SF
BLOCK B, LOT 9	2250 SF
BLOCK B, LOT 9X	30115 SF
BLOCK B, LOT 10	2250 SF
BLOCK B, LOT 11	2250 SF
BLOCK B, LOT 12	2250 SF
BLOCK B, LOT 13	2250 SF
BLOCK B, LOT 14	2250 SF
BLOCK B, LOT 15	3150 SF
BLOCK BB, LOT 1	6758 SF
BLOCK BB, LOT 2	6000 SF
BLOCK BB, LOT 3	6137 SF
BLOCK BB, LOT 4	6378 SF
BLOCK BB, LOT 5	6378 SF
BLOCK BB, LOT 6	6378 SF
BLOCK BB, LOT 7	6378 SF
BLOCK BB, LOT 8	6378 SF
BLOCK C, LOT 1	3151 SF
BLOCK C, LOT 2	2250 SF
BLOCK C, LOT 3	2250 SF
BLOCK C, LOT 4	2250 SF
BLOCK C, LOT 5	2250 SF
BLOCK C, LOT 6	2250 SF
BLOCK C, LOT 7	2701 SF
BLOCK C, LOT 8	2700 SF
BLOCK C, LOT 9	2250 SF
BLOCK C, LOT 10	2250 SF
BLOCK C, LOT 11	2250 SF
BLOCK C, LOT 11X	15998 SF
BLOCK C, LOT 12	2250 SF

Parcel Table	
Parcel	Area
BLOCK C, LOT 13	2250 SF
BLOCK C, LOT 14	2250 SF
BLOCK C, LOT 15	3216 SF
BLOCK C, LOT 16	2700 SF
BLOCK C, LOT 17	2250 SF
BLOCK C, LOT 18	2250 SF
BLOCK C, LOT 19	2250 SF
BLOCK C, LOT 20	2250 SF
BLOCK C, LOT 21	2700 SF
BLOCK D, LOT 2	4400 SF
BLOCK D, LOT 3	4400 SF
BLOCK D, LOT 4	5000 SF
BLOCK D, LOT 5	5000 SF
BLOCK D, LOT 6	5000 SF
BLOCK D, LOT 7	5000 SF
BLOCK D, LOT 8	5068 SF
BLOCK D, LOT 8X	9419 SF
BLOCK D, LOT 9	5457 SF
BLOCK D, LOT 10	6924 SF
BLOCK D, LOT 11	7291 SF
BLOCK D, LOT 12	4400 SF
BLOCK D, LOT 13	4400 SF
BLOCK D, LOT 14	4400 SF
BLOCK D, LOT 15	4400 SF
BLOCK D, LOT 16	4400 SF
BLOCK D, LOT 17	4720 SF
BLOCK D, LOT 18	4055 SF
BLOCK D, LOT 21	4055 SF
BLOCK D, LOT 22	5461 SF
BLOCK D, LOT 23	6131 SF
BLOCK D, LOT 24	5000 SF
BLOCK D, LOT 25	5000 SF
BLOCK D, LOT 26	5000 SF
BLOCK D, LOT 27	5000 SF
BLOCK D, LOT 28	4910 SF
BLOCK D, LOT 29	8642 SF

Parcel Table	
Parcel	Area
BLOCK D, LOT 30	8721 SF
BLOCK D, LOT 31	5297 SF
BLOCK D, LOT 32	4710 SF
BLOCK D, LOT 33	4710 SF
BLOCK D, LOT 34	4710 SF
BLOCK D, LOT 35	4710 SF
BLOCK D, LOT 36	2850 SF
BLOCK D, LOT 37	2375 SF
BLOCK D, LOT 38	2375 SF
BLOCK D, LOT 39	2375 SF
BLOCK D, LOT 40	2375 SF
BLOCK D, LOT 41	2375 SF
BLOCK D, LOT 42	2375 SF
BLOCK D, LOT 43	2850 SF
BLOCK D, LOT 44	2850 SF
BLOCK D, LOT 45	2375 SF
BLOCK D, LOT 46	2375 SF
BLOCK D, LOT 47	2375 SF
BLOCK D, LOT 48	2371 SF
BLOCK D, LOT 49	2731 SF
BLOCK E, LOT 2	4400 SF
BLOCK E, LOT 3	4400 SF
BLOCK E, LOT 4	4400 SF
BLOCK E, LOT 5	4400 SF
BLOCK E, LOT 6	4400 SF
BLOCK E, LOT 7	4400 SF
BLOCK II, LOT 1	6500 SF
BLOCK II, LOT 2	5500 SF
BLOCK II, LOT 3	5500 SF
BLOCK II, LOT 4	5500 SF
BLOCK II, LOT 5	5500 SF
BLOCK II, LOT 6	5679 SF
BLOCK II, LOT 7	5817 SF
BLOCK II, LOT 8	6495 SF
BLOCK II, LOT 9	7032 SF
BLOCK II, LOT 10	6511 SF

Parcel Table	
Parcel	Area
BLOCK II, LOT 11	5767 SF
BLOCK II, LOT 12	5713 SF
BLOCK II, LOT 13	5538 SF
BLOCK II, LOT 14	5500 SF
BLOCK II, LOT 15	5500 SF
BLOCK II, LOT 16	5500 SF
BLOCK II, LOT 17	5500 SF
BLOCK II, LOT 18	6500 SF
BLOCK K, LOT 1	4630 SF
BLOCK K, LOT 2	4630 SF
BLOCK K, LOT 3	4630 SF
BLOCK K, LOT 4	4630 SF
BLOCK K, LOT 5	4630 SF
BLOCK K, LOT 6	4630 SF
BLOCK K, LOT 7	4630 SF
BLOCK K, LOT 8	4630 SF
BLOCK K, LOT 15	5856 SF
BLOCK K, LOT 16	5480 SF
BLOCK K, LOT 17	5817 SF
BLOCK K, LOT 18	5866 SF
BLOCK K, LOT 19	6672 SF
BLOCK K, LOT 20	7804 SF
BLOCK K, LOT 21	6158 SF
BLOCK K, LOT 22	5341 SF
BLOCK K, LOT 23	5575 SF
BLOCK K, LOT 24	5595 SF
BLOCK K, LOT 25	5360 SF
BLOCK K, LOT 26	6175 SF
BLOCK K, LOT 27	7579 SF
BLOCK S, LOT 1	5910 SF
BLOCK S, LOT 2	5910 SF
BLOCK S, LOT 3	5910 SF
BLOCK S, LOT 4	5910 SF
BLOCK S, LOT 5	5910 SF
BLOCK S, LOT 6	5910 SF
BLOCK S, LOT 7	5910 SF

Parcel Table	
Parcel	Area
BLOCK S, LOT 8	5910 SF
BLOCK S, LOT 9	5910 SF
BLOCK S, LOT 10	5910 SF
BLOCK S, LOT 11	5910 SF
BLOCK S, LOT 12	5910 SF
BLOCK S, LOT 13	5910 SF
BLOCK S, LOT 14	5910 SF
BLOCK S, LOT 15	5912 SF
BLOCK S, LOT 16	5911 SF
BLOCK S, LOT 17	5911 SF
BLOCK T, LOT 1	7177 SF
BLOCK T, LOT 2	5776 SF
BLOCK T, LOT 3	5776 SF
BLOCK T, LOT 4	5776 SF
BLOCK T, LOT 5	5776 SF
BLOCK T, LOT 6	5776 SF
BLOCK T, LOT 7	5776 SF
BLOCK T, LOT 8	5776 SF
BLOCK T, LOT 9	5776 SF
BLOCK T, LOT 10	5776 SF
BLOCK T, LOT 11	5776 SF
BLOCK T, LOT 12	7524 SF
BLOCK T, LOT 13	6366 SF
BLOCK T, LOT 14	5827 SF
BLOCK T, LOT 15	5895 SF
BLOCK T, LOT 16	5951 SF
BLOCK T, LOT 17	5995 SF
BLOCK T, LOT 18	6027 SF
BLOCK T, LOT 19	6046 SF
BLOCK T, LOT 20	6052 SF
BLOCK T, LOT 21	6046 SF
BLOCK T, LOT 22	6027 SF
BLOCK T, LOT 23	6770 SF
BLOCK U, LOT 1	6600 SF
BLOCK U, LOT 2	5500 SF
BLOCK U, LOT 3	5782 SF

Parcel Table	
Parcel	Area
BLOCK U, LOT 4	6011 SF
BLOCK U, LOT 5	6100 SF
BLOCK U, LOT 6	6174 SF
BLOCK U, LOT 7	6233 SF
BLOCK U, LOT 8	6270 SF
BLOCK U, LOT 9	6291 SF
BLOCK U, LOT 10	6299 SF
BLOCK U, LOT 11	6294 SF
BLOCK U, LOT 12	6273 SF
BLOCK U, LOT 13	6234 SF
BLOCK U, LOT 14	6155 SF
BLOCK U, LOT 15	6457 SF
BLOCK U, LOT 16	9253 SF
BLOCK U, LOT 17	6042 SF
BLOCK U, LOT 18	6226 SF
BLOCK U, LOT 19	6567 SF
BLOCK U, LOT 20	6575 SF
BLOCK U, LOT 21	6539 SF
BLOCK U, LOT 22	6467 SF
BLOCK U, LOT 23	6370 SF
BLOCK U, LOT 24	6254 SF
BLOCK U, LOT 25	6111 SF
BLOCK U, LOT 26	5945 SF
BLOCK U, LOT 27	5787 SF
BLOCK U, LOT 28	6971 SF
BLOCK V, LOT 1	7958 SF
BLOCK V, LOT 2	5878 SF
BLOCK V, LOT 3	5996 SF
BLOCK V, LOT 4	6575 SF
BLOCK V, LOT 5	6854 SF
BLOCK V, LOT 6	6906 SF
BLOCK V, LOT 7	6944 SF
BLOCK V, LOT 8	6974 SF
BLOCK V, LOT 9	6960 SF
BLOCK V, LOT 10	6912 SF
BLOCK V, LOT 11	6175 SF

Parcel Table	
Parcel	Area
BLOCK V, LOT 12	6004 SF
BLOCK V, LOT 13	6011 SF
BLOCK V, LOT 14	7548 SF
BLOCK W, LOT 1	7114 SF
BLOCK W, LOT 2	5502 SF
BLOCK W, LOT 3	5721 SF
BLOCK W, LOT 4	5749 SF
BLOCK W, LOT 5	5750 SF
BLOCK W, LOT 6	5750 SF
BLOCK W, LOT 7	5751 SF
BLOCK W, LOT 8	5745 SF
BLOCK W, LOT 9	5752 SF
BLOCK W, LOT 10	5753 SF
BLOCK X, LOT 1	8392 SF
BLOCK X, LOT 2	6449 SF
BLOCK X, LOT 3	6447 SF
BLOCK X, LOT 4	6448 SF
BLOCK X, LOT 5	6448 SF
BLOCK X, LOT 6	6448 SF
BLOCK X, LOT 7	6448 SF
BLOCK X, LOT 8	6448 SF
BLOCK X, LOT 9	6200 SF
BLOCK X, LOT 10	6861 SF
BLOCK Y, LOT 1	6972 SF
BLOCK Y, LOT 2	7861 SF
BLOCK Y, LOT 3	6580 SF
BLOCK Y, LOT 4	6362 SF
BLOCK Y, LOT 5	6287 SF
BLOCK Y, LOT 6	6211 SF
BLOCK Y, LOT 7	6136 SF
BLOCK Y, LOT 8	6060 SF
BLOCK Y, LOT 9	5985 SF
BLOCK Y, LOT 10	5909 SF
BLOCK Y, LOT 11	5834 SF
BLOCK Y, LOT 12	5750 SF
BLOCK Y, LOT 13	5628 SF

Parcel Table	
Parcel	Area
BLOCK Y, LOT 14	5697 SF
BLOCK Y, LOT 15	5998 SF
BLOCK Y, LOT 16	5837 SF
BLOCK Y, LOT 17	6144 SF
BLOCK Y, LOT 18	5977 SF
BLOCK Y, LOT 19	6289 SF
BLOCK Y, LOT 20	6364 SF
BLOCK Y, LOT 21	6147 SF
BLOCK Y, LOT 22	7056 SF
BLOCK Y, LOT 23X	30182 SF
BLOCK Z, LOT 1	10359 SF
BLOCK Z, LOT 2	6183 SF
BLOCK Z, LOT 3	5915 SF
BLOCK Z, LOT 4	5819 SF
BLOCK Z, LOT 5	5819 SF
BLOCK Z, LOT 6	5819 SF
BLOCK Z, LOT 7	5819 SF
BLOCK Z, LOT 8	5819 SF
BLOCK Z, LOT 9	5819 SF
BLOCK Z, LOT 10	5819 SF
BLOCK Z, LOT 11	5919 SF
BLOCK Z, LOT 12	6600 SF
BLOCK Z, LOT 13	6050 SF
BLOCK Z, LOT 14	5500 SF
BLOCK Z, LOT 15	5720 SF
BLOCK Z, LOT 16	5500 SF
BLOCK Z, LOT 17	5720 SF
BLOCK Z, LOT 18	5500 SF
BLOCK Z, LOT 19	5720 SF
BLOCK Z, LOT 20	5500 SF
BLOCK Z, LOT 21	5823 SF
BLOCK Z, LOT 22	6076 SF
BLOCK Z, LOT 23	6444 SF
BLOCK Z, LOT 24	7213 SF

LINE TABLE		
NO.	BEARING	LENGTH
L1	S31°32'06"W	43.31'
L2	S00°46'53"E	38.33'
L3	S59°26'54"W	30.01'
L4	S89°13'07"W	46.62'
L5	N80°04'54"E	37.35'
L6	N12°18'05"W	95.06'
L7	N45°54'31"W	42.43'
L8	N00°54'31"W	48.75'
L9	S87°55'48"E	10.60'
L10	N89°15'16"E	160.00'
L11	N84°17'59"E	91.31'
L12	N81°10'42"E	54.72'
L13	N75°20'06"E	60.71'
L14	N70°47'30"E	41.34'
L15	N66°36'18"E	49.56'
L16	N61°16'50"E	59.24'
L17	N56°58'45"E	50.71'
L18	N55°47'22"E	49.81'
L19	N58°06'52"E	47.94'
L20	N57°16'20"E	66.93'
L21	N24°51'49"E	70.52'
L22	N69°45'54"E	42.43'
L23	N24°45'54"E	22.77'
L24	S24°45'54"W	23.65'
L25	S19°10'53"E	43.20'
L26	N24°45'54"E	31.64'
L27	S24°45'54"W	33.83'
L28	S24°45'54"W	57.74'
L29	N10°59'33"W	35.29'
L30	S29°56'00"E	29.54'

LINE TABLE		
NO.	BEARING	LENGTH
L31	N57°19'57"W	36.15'
L32	N33°16'07"E	18.75'
L33	S13°44'46"E	43.42'
L34	N55°43'12"W	43.38'
L35	N68°52'00"W	58.11'
L36	S41°04'51"W	65.85'
L37	N24°45'54"E	92.77'
L38	N31°38'34"W	49.50'
L39	N34°22'16"W	49.52'
L40	N37°05'59"W	49.52'
L41	N39°49'41"W	49.52'
L42	N42°33'23"W	49.52'
L43	N45°17'05"W	49.52'
L44	N48°00'47"W	49.52'
L45	N50°44'29"W	49.52'
L46	N53°26'22"W	49.67'
L47	N54°25'35"W	49.90'
L48	N54°36'23"W	58.60'
L49	S00°55'18"E	10.00'
L50	N73°38'50"W	35.54'
L51	N24°16'16"E	13.22'
L52	S87°16'49"W	11.04'
L53	S22°43'11"E	11.04'
L54	N00°42'12"W	200.00'
L55	S42°33'58"W	40.17'
L56	S40°50'12"W	40.00'
L57	S39°06'25"W	40.00'
L58	S37°22'38"W	40.00'
L59	S35°38'51"W	40.00'
L60	S33°55'04"W	40.00'

LINE TABLE		
NO.	BEARING	LENGTH
L61	S32°11'17"W	40.00'
L62	S30°27'30"W	40.00'
L63	S28°43'44"W	40.00'
L64	S72°04'29"W	42.53'
L65	S12°15'52"E	100.08'
L66	S51°04'47"E	65.40'
L67	S57°43'11"E	138.90'
L68	N00°42'12"W	47.50'
L69	N00°42'12"W	37.37'
L70	S69°27'49"E	65.01'
L71	S84°31'58"E	53.36'
L72	S86°59'47"E	53.02'
L73	N89°05'29"E	18.48'
L74	N89°05'29"E	34.42'
L75	N89°05'29"E	52.00'
L76	S88°11'35"W	51.36'
L77	S85°19'49"W	55.43'
L78	S81°50'54"W	63.73'
L79	N29°36'57"E	54.14'
L80	N32°15'22"E	54.14'
L81	N34°53'48"E	54.15'
L82	N37°32'48"E	54.36'
L83	N40°10'37"E	53.90'
L84	N42°49'01"E	54.13'
L85	N45°27'24"E	54.13'
L86	N48°05'48"E	54.13'
L87	N50°44'12"E	54.13'
L88	N53°22'35"E	54.13'
L89	N56°00'59"E	54.13'
L90	N58°39'22"E	54.13'

LINE TABLE		
NO.	BEARING	LENGTH
L91	N61°17'46"E	54.13'
L92	N63°56'10"E	54.13'
L93	N66°34'33"E	54.13'
L94	N69°12'57"E	54.13'
L95	N71°51'20"E	54.13'
L96	S73°32'54"W	65.12'
L97	N34°03'44"E	41.43'
L98	N83°57'07"E	54.13'
L99	N86°35'31"E	54.10'
L100	N88°30'06"E	24.20'
L101	S70°23'02"W	49.45'
L102	S67°14'10"W	49.45'
L103	S64°05'17"W	49.45'
L104	S60°56'24"W	49.45'
L105	S57°47'31"W	49.45'
L106	S54°38'38"W	49.45'
L107	S51°29'45"W	49.45'
L108	S48°20'53"W	49.45'
L109	S45°12'00"W	49.45'
L110	S42°03'07"W	49.45'
L111	S38°54'13"W	63.70'
L112	S18°37'28"E	82.53'
L113	S05°54'16"E	82.52'
L114	S89°05'29"W	110.00'
L115	S87°54'59"W	10.17'
L116	S89°05'29"W	110.00'
L117	S85°32'42"W	56.02'
L118	S81°19'59"W	56.19'
L119	S77°01'44"W	56.34'
L120	S72°42'55"W	56.46'

LINE TABLE		
NO.	BEARING	LENGTH
L121	S68°39'27"W	56.57'
L122	S64°11'53"W	56.64'
L123	S59°44'08"W	56.67'
L124	S55°26'18"W	56.41'
L125	S51°23'59"W	50.05'
L126	S47°53'35"W	50.27'
L127	S46°58'47"W	86.56'
L128	N78°04'06"W	60.00'
L129	N86°12'03"W	46.53'
L130	N86°12'03"W	46.53'
L131	N89°20'23"W	473.83'
L132	N89°20'23"W	473.83'
L133	N89°20'23"W	473.83'
L134	N89°20'23"W	473.83'
L135	N89°20'23"W	473.83'
L136	N89°20'23"W	473.83'
L137	N89°20'23"W	473.83'
L138	N89°20'23"W	473.83'
L139	N89°20'23"W	473.83'
L140	N11°24'37"E	62.61'
L141	N15°29'12"E	81.51'
L142	N21°08'00"E	107.65'
L143	N20°49'00"E	49.34'
L144	N17°17'26"E	48.47'
L145	N12°57'01"E	48.47'
L146	N08°36'36"E	48.47'
L147	N04°16'11"E	48.47'
L148	N00°04'14"W	48.47'
L149	N04°24'39"W	48.47'
L150	N51°41'09"E	14.62'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	81°31'33"	50.00'	71.14'	N20°43'12"E	65.29'
C2	14°24'50"	1310.00'	329.56'	N36°13'27"E	328.69'
C3	44°28'21"	1190.00'	923.67'	S51°15'12"W	900.66'
C4	1°11'24"	1310.00'	27.21'	S74°05'05"W	27.21'
C5	3°45'41"	2000.00'	131.30'	S10°23'01"E	131.27'
C6	11°39'17"	600.00'	122.05'	S14°19'50"E	121.84'
C7	26°34'25"	670.00'	310.75'	S33°26'41"E	307.97'
C8	58°46'11"	730.00'	748.78'	S17°20'48"E	716.38'
C9	12°49'11"	500.00'	111.87'	S05°37'43"W	111.64'
C10	5°37'47"	1030.00'	101.20'	N09°13'24"E	101.16'
C11	58°46'11"	670.00'	687.24'	N17°20'48"W	657.50'
C12	32°45'15"	730.00'	417.32'	N30°21'16"W	411.66'
C13	2°34'46"	2000.00'	90.04'	N15°16'02"W	90.03'
C14	1°35'05"	1485.00'	41.07'	S80°02'06"W	41.07'
C15	1°11'26"	1310.00'	27.22'	S81°23'55"W	27.22'
C16	7°05'51"	1190.00'	147.41'	S85°32'34"W	147.31'
C17	12°07'49"	660.00'	139.73'	N05°09'24"E	139.47'
C18	7°14'23"	800.00'	101.09'	N14°50'30"E	101.02'
C19	27°42'51"	630.00'	304.73'	N07°16'34"E	301.77'
C20	2°28'08"	760.00'	32.75'	N07°48'55"W	32.75'
C21	1°24'53"	810.00'	20.00'	S08°20'32"E	20.00'
C22	1°34'15"	1200.00'	32.90'	N28°47'28"W	32.90'
C23	2°17'04"	1150.00'	45.85'	S29°08'53"E	45.85'
C24	24°08'52"	1030.00'	434.10'	S42°21'09"E	430.90'

LINE TABLE		
NO.	BEARING	LENGTH
L151	N61°38'30"W	61.87'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C25	5°31'37"	1000.00'	96.46'	S59°58'35"E	96.43'
C26	33°03'57"	770.00'	444.37'	S74°15'09"E	438.23'
C27	7°37'35"	375.00'	49.91'	N07°38'20"E	49.88'
C28	6°37'24"	325.00'	37.57'	S08°08'26"W	37.55'
C29	5°17'53"	770.00'	71.20'	N82°48'59"E	71.18'
C30	3°06'19"	1040.00'	56.36'	N04°30'13"W	56.36'
C31	11°26'03"	960.00'	191.58'	S08°40'05"E	191.26'
C32	12°23'42"	465.00'	100.60'	S08°11'16"E	100.40'
C33	16°48'41"	780.00'	228.86'	S06°24'56"W	228.04'
C34	3°13'30"	700.00'	39.40'	N13°12'31"E	39.40'
C35	16°48'41"	700.00'	205.39'	N06°24'56"E	204.65'
C38	93°04'40"	50.00'	81.23'	N44°22'11"W	72.58'
C39	18°57'51"	400.00'	132.40'	N11°39'04"E	131.79'
C40	30°10'59"	785.00'	413.53'	N06°02'31"E	408.77'
C41	64°24'38"	1035.00'	1163.52'	S56°53'10"W	1103.22'
C42	13°56'14"	1461.00'	355.39'	S35°59'08"W	354.51'
C43	3°48'53"	1461.00'	97.27'	N27°06'35"E	97.25'
C44	42°06'46"	800.00'	588.01'	S78°46'34"E	574.86'
C45	32°59'01"	500.00'	287.84'	N15°47'19"E	283.88'
C46	71°50'55"	50.00'	62.70'	N36°37'39"W	58.67'
C47	12°09'20"	350.00'	74.25'	S05°22'28"W	74.11'
C48	90°13'06"	50.00'	78.73'	S45°48'45"E	70.85'
C49	76°57'26"	50.00'	67.16'	S52°13'29"E	62.22'
C50	11°46'42"	200.00'	41.11'	S07°51'25"E	41.04'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C51	11°26'03"	1000.00'	199.56'	S08°40'05"E	199.23'
C52	88°06'13"	50.00'	76.88'	S01°05'51"E	69.53'
C53	7°30'55"	2000.00'	262.34'	S61°28'39"E	262.15'
C54	6°02'08"	1000.00'	105.34'	S62°13'02"E	105.29'
C55	18°21'51"	1175.00'	376.61'	S45°16'16"E	375.00'
C56	12°23'42"	425.00'	91.94'	S08°11'16"E	91.76'
C57	22°02'31"	300.00'	115.41'	N79°53'15"W	114.70'
C58	48°00'38"	825.00'	691.30'	S65°05'10"W	671.25'
C59	35°15'13"	700.00'	430.70'	N71°27'52"E	423.94'
C60	3°08'34"	2000.00'	109.70'	S89°20'14"E	109.69'
C61	4°15'08"	1250.00'	92.77'	N26°53'28"E	92.75'
C62	8°30'16"	1250.00'	185.54'	N77°44'31"E	185.37'
C63	262°49'09"	50.00'	229.35'	N44°51'02"E	75.00'
C64	41°24'35"	50.00'	36.14'	S24°26'40"E	35.36'
C65	41°24'35"	50.00'	36.14'	N65°51'15"W	35.36'
C66	15°04'12"	50.00'	13.15'	S52°41'04"E	13.11'
C67	18°38'06"	50.00'	16.26'	S52°09'55"W	16.19'
C68	262°49'09"	50.00'	229.35'	N32°16'49"E	75.00'
C69	41°24'35"	50.00'	36.14'	S37°00'54"E	35.36'
C70	41°24'35"	50.00'	36.14'	N78°25'28"W	35.36'
C71	108°14'18"	50.00'	94.46'	N36°37'39"W	81.02'
C72	18°11'42"	50.00'	15.88'	N81°38'58"W	15.81'
C73	300°00'00"	50.00'	261.80'	N89°17'55"E	50.00'
C74	126°36'29"	50.00'	110.49'	S45°48'45"E	89.34'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C75	18°11'42"	50.00'	15.88'	N79°58'51"E	15.81'
C76	18°11'42"	50.00'	15.88'	S08°23'39"W	15.81'
C77	60°27'48"	30.00'	31.66'	N59°03'54"E	30.21'
C78	136°12'20"	50.01'	118.88'	S83°03'26"E	92.80'
C79	125°09'55"	50.00'	109.23'	S01°05'59"E	88.77'
C80	6°21'36"	500.00'	55.50'	S09°05'04"E	55.47'
C81	23°04'26"	50.00'	20.14'	N15°32'49"E	20.00'
C82	117°59'33"	50.00'	102.97'	N31°54'44"W	85.71'
C83	1°24'17"	1960.00'	48.06'	N61°55'13"W	48.05'
C84	1°22'28"	2000.00'	47.98'	N61°54'18"W	47.98'

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

OWNERS
CADG HURRICANE CREEK,
LLC/MM ANNA 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

A FINAL PLAT OF
VILLAGES OF HURRICANE
CREEK - NORTH, PHASE 1

70.779 ACRES TOTAL
344 RESIDENTIAL LOTS,
13 NON-RESIDENTIAL LOTS
SITUATED IN THE
J. KINCADE SURVEY, ABSTRACT NO. 509,
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

Revisions:

Job #:	CEN18001
Drawn By:	KSG
Checked By:	CSR
Date:	9/27/2021
Scale:	N/A

A FINAL PLAT OF VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1
70.779 ACRES TOTAL, 344 RESIDENTIAL LOTS; 13 NON-RESIDENTIAL LOTS
SITUATED IN THE: J. KINCADE SURVEY, ABSTRACT NO. 509,
J. BOYLE SURVEY, ABSTRACT NO. 105,
& W. RATTAN SURVEY, ABSTRACT NO. 752;
CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS
11000 FRISCO ST, SUITE 400 FRISCO, TX 75033 PH: # 469-213-1800

SHEET 4 OF 4 SHEETS

Copyright ©2021 Peloton Land Solutions, Inc. TBPELS Firm Reg. No. 10194468

DWG NAME: J:\JOB\CEN18001_SHERLEY_325_AC\MASTER DEV_SURVEY\CEN18001_PLAT.DWG

Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Villages of Hurricane Creek - North, Phase 1A, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
155 single-family residential lots and 5 common area lots on 44.3± acres located at the northeast corner of Rosamond Drive and Stockport Drive. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, SF-Z Single-Family Residence District – Zero Lot Line Homes, and Single-Family Townhome District (PD-SF-84/SF-72/SF-60/SF-Z/SF-TH) (Ord. No. 932-2021).

The purpose for the final plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family residential development.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Recommend for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

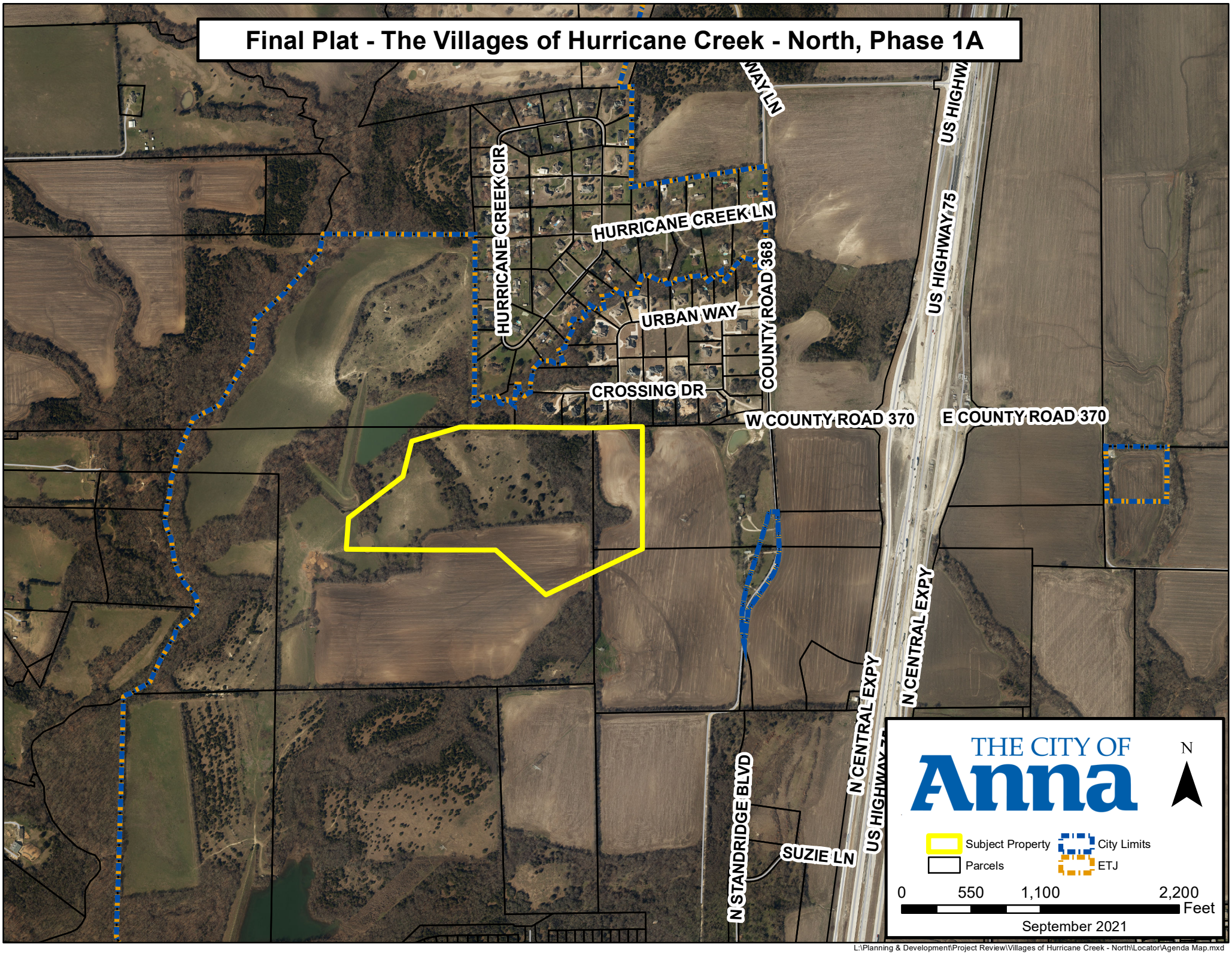
ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (FP) VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1
3. Exhibit A (STAMPED) (FP) VHC - North PH 1A

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021

Jim Proce, City Manager Final Approval - 10/8/2021

Final Plat - The Villages of Hurricane Creek - North, Phase 1A



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1A, FINAL PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, MM Anna 325, LLC has submitted an application for the approval of the Villages of Hurricane Creek - North, Phase 1A, Final Plat;

WHEREAS, The Villages of Hurricane Creek - North, Phase 1A, Final Plat generally conforms to the approved Villages of Hurricane Creek - North, Preliminary Plat;

WHEREAS, The Villages of Hurricane Creek - North, Phase 1A, Final Plat conforms to the existing zoning;

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 of Final Plat

The City Council hereby approves the Villages of Hurricane Creek - North, Phase 1A, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 12th day of October, 2021.

ATTEST:

_____
City Secretary, Carrie L. Land

APPROVED:

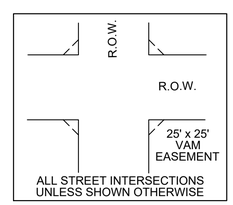
_____
Mayor, Nate Pike

LEGEND

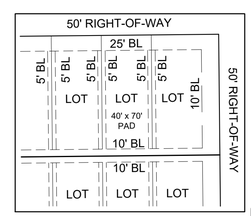
P.O.B.	POINT OF BEGINNING
IRS	IRON ROD SET
IRF	IRON ROD FOUND
OPRCCT	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
PRCCT	PLAT RECORDS OF COLLIN COUNTY, TEXAS
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
VAM	VISIBILITY ACCESS & MAINTENANCE EASEMENT
PWME	WALL MAINTENANCE EASEMENT
☆	= SF-72 LOT

NOTES

1. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999874745355.
2. ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET, UNLESS NOTED OTHERWISE.
3. SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
4. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.
5. RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



25'x25' VISIBILITY ACCESS & MAINTENANCE EASEMENT AT STREET INTERSECTIONS (TYP.) N.T.S.



SF-60 BUILDING SETBACKS 50' x 120' LOT (TYP.) N.T.S.

EXHIBIT A
PAGE 1 OF 2

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

OWNER
MM ANNA 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

FINAL PLAT OF VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1A

44.332 ACRES TOTAL
149 RESIDENTIAL LOTS,
9 COMMON AREA LOTS
SITUATED IN THE
J. ELLET SURVEY, ABSTRACT NO. 296,
& J. BOYLE SURVEY, ABSTRACT NO. 105;
CITY OF ANNA, COLLIN COUNTY, TEXAS

Job #:	CEN18001
Drawn By:	KSG
Checked By:	CSR
Date:	9/27/2021
Scale:	1" = 100'

Revisions:

A FINAL PLAT OF VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1A
44.332 ACRES TOTAL
155 RESIDENTIAL LOTS, 5 NON-RESIDENTIAL LOTS
SITUATED IN THE J. ELLET SURVEY, ABSTRACT NO. 296,
& J. BOYLE SURVEY, ABSTRACT NO. 105;
CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS
11000 FRISCO ST, SUITE 400 FRISCO, TX 75033 PH # 469-213-1800

SHEET 1 OF 2 SHEETS

Copyright © 2021 Peloton Land Solutions, Inc.
TBPELS Firm Reg. No. 10194468

DWG NAME: \\SRV-FRISCOFILE1\LAND DEVELOPMENT\JOB\CEN18001_SHERLEY_325_AC\MASTER DEV_SURVEY\CEN18001_PATAF.DWG

TBPELS Firm Reg. No. 10194468
Copyright ©2021 Peloton Land Solutions, Inc.

LEGAL DESCRIPTION:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE J. BOYLE SURVEY, ABSTRACT NUMBER 105, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO MM ANNA 325, LLC, RECORDED IN INSTRUMENT NUMBER 20190411000386110 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE SOUTH LINE OF URBAN CROSSING, AN ADDITION TO COLLIN COUNTY, TEXAS, RECORD IN INSTRUMENT NUMBER 20131227010003710 OF SAID O.P.R.C.C.T.

THENCE N 88°59'00" E, WITH THE SOUTH LINER OF SAID URBAN CROSSING, 461.54 FEET;

THENCE LEAVING SAID SOUTH LINE, OVER AND ACROSS SAID MM ANNA 325 TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 88° 59' 00" E, 461.54 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 01° 10' 22" E, 231.65 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET AND BEING THE BEGINNING OF A CURVE TO THE LEFT;
WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 1,023.35 FEET, THROUGH A CENTRAL ANGLE OF 31° 31' 24", HAVING A RADIUS OF 1,860.00 FEET, AND A LONG CHORD WHICH BEARS S 40° 31' 36" W, 1,010.49 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 24° 45' 54" W, 220.34 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 24° 45' 54" W, 22.77 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 69° 45' 54" W, 42.43 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 65° 13' 30" W, 75.00 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 64° 05' 47" W, 100.01 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 24° 51' 49" W, 70.52 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 54° 25' 35" W, 89.54 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 434.10 FEET, THROUGH A CENTRAL ANGLE OF 24° 08' 52", HAVING A RADIUS OF 1,030.00 FEET, AND A LONG CHORD WHICH BEARS N 42° 21' 09" W, 430.90 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 59° 42' 35" W, 120.15 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 45.85 FEET, THROUGH A CENTRAL ANGLE OF 02° 17' 04", HAVING A RADIUS OF 1,150.00 FEET, AND A LONG CHORD WHICH BEARS N 29° 08' 53" W, 45.85 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 61° 59' 39" W, 50.00 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;
WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 32.90 FEET, THROUGH A CENTRAL ANGLE OF 01° 34' 15", HAVING A RADIUS OF 1200.00 FEET, AND A LONG CHORD WHICH BEARS S 28° 47' 28" E, 32.90 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 57° 16' 20" W, 66.93 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 58° 06' 52" W, 47.94 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 55° 47' 22" W, 49.81 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 56° 58' 45" W, 50.71 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 61° 16' 50" W, 59.24 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 66° 36' 18" W, 49.56 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 70° 47' 30" W, 41.34 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 75° 20' 06" W, 60.71 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 81° 10' 42" W, 54.72 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 84° 17' 59" W, 91.31 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 89° 15' 16" W, 160.00 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 01° 44' 03" E, 23.48 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 01° 44' 03" E, 104.07 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
S 88° 15' 57" E, 10.50 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 01° 44' 03" E, 50.00 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 88° 15' 57" W, 109.33 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 01° 44' 03" E, 130.00 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 00° 53' 08" E, 401.03 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 68° 31' 37" E, 311.47 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 27° 44' 36" E, 271.58 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 78° 55' 21" E, 359.52 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 89° 19' 48" E, 60.00 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET;
N 89° 19' 48" E, 369.75 FEET TO A 5/8 INCH IRON WITH CAP STAMPED "PELOTON" SET IN THE WEST LINE OF SAID URBAN CROSSING;
S 00° 05' 05" E, 5.70 FEET TO A 1/2 INCH IRON ROND FOUND STAMPED "G.M. GEER" FOUND;

THENCE S 89° 47' 13" E, 602.59 FEET TO THE POINT OF BEGINNING CONTAINING 1,931,085 SQUARE FEET OR 44.332 ACRES OF LAND MORE OR LESS.

NOTES:

1. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS.
2. ALL UTILITY EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF COLLIN COUNTY AS SHOWN WITHIN THE LIMITS INDICATED HEREON, UNLESS OTHERWISE NOTED.
3. SIDEWALKS WILL BE PROVIDED PURSUANT TO THE CITY OF ANNA DEVELOPMENT STANDARDS.
4. SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
5. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 – NORTH CENTRAL ZONE NO. 4202 – NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999856260700.
6. SELLING A PORTION OF THIS PLAT BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND/OR WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
7. BLOCKING THE FLOW OF WATER OR CONSTRUCTION IMPROVEMENTS IN DRAINAGE EASEMENTS AND FILLINGS OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.
8. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THIS ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUALS OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.
9. NEITHER COLLIN COUNTY NOR CITY OF ANNA WILL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.
10. NEITHER COLLIN COUNTY NOR CITY OF ANNA WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
11. ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET, UNLESS NOTED OTHERWISE.
12. LOT CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET OR AN "X" CUT SET IN CONCRETE, UNLESS OTHERWISE NOTED. WHEN A RETAINING WALL OR SCREENING FENCE HAS BEEN PLACED AT THE REAR LOT CORNER, A 5/8 INCH IRON ROD MAY BE SET FIVE FEET (5') FROM THE REAR LOT CORNER ALONG THE SIDE LOT LINE.
13. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.
14. RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALL IS LOCATED.
15. SCREENING WALLS ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND A 5-FOOT WALL MAINTENANCE EASEMENT PROVIDED ON LOTS BACKING.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG HURRICANE CREEK, LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS VILLAGES OF HURRICANE CREEK – NORTH, PHASE 1A, AN ADDITION TO COLLIN COUNTY, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, THE STREETS, ALLEYS AND PUBLIC USE AREAS SHOWN HEREON, AND DO HEREBY DEDICATE THE EASEMENTS SHOWN ON THE PLAT FOR THE PURPOSES AS INDICATED TO THE DISTRICTS EXCLUSIVE USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREIN. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS OF SAID PLAT. AT THE SOLE AND EXCLUSIVE DISCRETION OF THE DISTRICTS AND SUBJECT TO THEIR WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE DISTRICTS USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE DISTRICTS TO USE SAID EASEMENTS SHALL HAVE HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS. ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHTS OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE.

BY: CADG HURRICANE CREEK, LLC

BY: _____

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME

MY COMMISSION EXPIRES: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT I, CHARLES STEPHEN RAMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF ANNA, TEXAS.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Charles Stephen Ramsey, RPLS 6718
Date: 9/27/2021

_____
CHARLES STEPHEN RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6718

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 CHARLES STEPHEN RAMSEY, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME

MY COMMISSION EXPIRES: _____

LINE TABLE

NO.	BEARING	LENGTH
L1	S24°45'54"W	220.34'
L2	S24°45'54"W	22.77'
L3	S69°45'54"W	42.43'
L4	N65°13'30"W	75.00'
L5	N64°05'47"W	50.02'
L6	S24°51'49"W	70.52'
L7	N54°25'35"W	89.54'
L8	S61°59'39"W	50.00'
L9	S57°16'20"W	66.93'
L10	S58°06'52"W	47.94'
L11	S55°47'22"W	49.81'
L12	S56°58'45"W	50.71'
L13	S61°16'50"W	44.54'
L14	S66°36'18"W	26.47'
L15	S70°47'30"W	41.34'
L16	S75°20'06"W	60.71'
L17	S81°10'42"W	54.72'
L18	S84°17'59"W	55.67'
L19	N01°44'03"E	23.48'
L20	S88°15'57"E	10.50'

LINE TABLE

NO.	BEARING	LENGTH
L21	N01°44'03"E	50.00'
L22	N88°15'57"W	78.06'
L23	S00°05'05"E	5.70'
L24	N58°24'55"E	29.15'
L25	S36°13'54"E	25.00'
L27	N24°45'54"E	25.12'
L28	S01°11'45"W	31.78'
L29	N67°01'31"E	27.95'
L30	N72°23'36"E	24.80'
L31	S88°15'57"E	12.13'
L32	N12°34'33"W	50.99'
L34	N61°15'11"W	42.46'
L35	N89°18'45"W	73.13'
L36	N02°44'34"W	36.11'
L37	N08°41'18"W	67.60'
L38	N17°02'20"W	77.89'
L40	N21°42'25"W	63.47'
L41	N25°03'01"W	55.31'
L42	N28°09'36"W	55.29'
L43	N31°41'45"W	55.29'

LINE TABLE

NO.	BEARING	LENGTH
L44	N35°05'50"W	55.30'
L45	N38°15'08"W	55.32'
L46	N41°33'20"W	55.36'
L47	N44°51'41"W	55.41'
L48	N48°10'16"W	55.48'
L49	N51°36'06"W	55.56'
L50	N57°15'16"W	55.56'
L51	N63°34'37"W	65.99'
L52	S09°42'06"E	75.90'
L53	S20°41'02"E	74.10'
L54	S31°08'04"E	50.42'
L55	S56°50'10"E	50.52'
L57	N04°22'56"W	49.21'
L58	N08°53'36"W	49.21'
L59	N13°24'16"W	49.21'
L60	N17°54'55"W	49.21'
L61	N22°25'35"W	49.21'
L62	N26°56'15"W	40.08'
L64	N31°26'55"W	49.20'
L65	N35°57'35"W	49.20'

LINE TABLE

NO.	BEARING	LENGTH
L67	N40°44'45"W	40.97'
L69	N45°20'38"W	32.30'
L70	N49°01'48"W	25.55'
L72	N53°05'42"W	34.17'
L74	N58°17'22"W	53.85'
L75	S56°42'16"W	48.67'
L76	S43°37'36"W	46.14'
L77	S43°37'36"W	48.22'
L78	S21°08'39"W	48.08'
L79	S10°44'07"W	48.08'
L80	S00°19'35"W	48.08'
L81	S09°45'36"E	48.61'
L82	S10°16'49"E	58.37'
L83	N51°23'31"E	59.44'
L84	N45°01'57"E	59.44'
L85	N38°40'22"E	59.44'
L86	N32°18'47"E	59.44'
L87	N25°57'12"E	59.44'
L88	N19°35'38"E	59.44'
L89	N13°14'03"E	65.42'

LINE TABLE

NO.	BEARING	LENGTH
L90	N05°36'01"E	65.42'
L91	N00°45'34"W	59.44'
L92	N07°19'48"W	59.43'
L93	N12°34'33"W	48.38'
L94	N12°08'11"W	9.70'
L95	S64°48'13"E	33.02'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°26'05"	1860.00'	598.45'	S33°58'56"W	595.87'
C2	24°08'48"	1030.00'	434.08'	N42°21'11"W	430.88'
C3	2°17'04"	1150.00'	45.85'	N29°08'53"W	45.85'
C4	1°34'15"	1200.00'	32.90'	S28°47'28"E	32.90'
C5	44°35'27"	200.00'	155.65'	N68°19'32"W	151.75'
C6	90°00'00"	50.00'	78.54'	S44°22'45"W	70.71'
C7	63°10'45"	760.00'	838.04'	S32°12'38"E	796.22'
C8	9°47'54"	2015.00'	344.59'	S48°52'08"W	344.17'
C9	41°48'47"	389.59'	284.32'	N21°31'39"W	278.05'
C10	76°54'49"	50.00'	67.12'	N03°58'37"W	62.19'
C11	9°42'53"	2015.00'	341.65'	N29°37'20"E	341.24'
C12	60°31'32"	500.00'	528.18'	S30°53'01"E	503.97'
C13	5°49'56"	500.00'	50.90'	S69°56'29"W	50.87'
C14	24°37'41"	540.00'	232.11'	S12°59'14"E	230.33'
C15	33°53'54"	1000.00'	591.64'	S42°15'01"E	583.04'
C16	3°26'14"	1682.15'	100.91'	S25°54'58"E	100.90'
C17	0°02'34"	150197.85'	111.98'	S24°59'44"E	111.98'
C18	69°05'20"	52.33'	63.10'	S60°22'09"E	59.35'
C19	91°26'22"	200.00'	319.18'	N26°40'25"E	286.37'
C20	10°12'13"	400.00'	71.23'	N61°48'45"E	71.14'
C21	23°00'32"	400.00'	160.63'	N68°12'55"E	159.56'
C22	12°00'51"	700.00'	146.78'	N85°43'37"E	146.51'
C23	2°12'27"	1000.00'	38.53'	N11°28'20"W	38.52'
C24	72°54'02"	400.00'	508.94'	N23°52'28"E	475.30'
C25	25°27'48"	50.00'	22.22'	N52°43'22"W	22.04'
C26	22°42'33"	50.00'	19.82'	N45°29'42"E	19.69'
C27	76°54'48"	25.00'	33.56'	N03°58'38"W	31.10'
C28	23°45'11"	50.00'	20.73'	N78°44'40"W	20.58'
C29	90°00'00"	25.00'	39.27'	S44°22'45"W	35.36'
C30	13°00'11"	501.87'	113.90'	S58°45'35"E	113.65'
C31	91°43'59"	10.50'	16.81'	N21°02'52"E	15.07'
C32	115°27'04"	10.50'	21.16'	S62°17'26"E	17.76'

BLOCK N

LOT #	SQ. FT.	ACRES
1	6541.92	0.15
2	5884.69	0.14
3	5884.69	0.14
4	5884.69	0.14
5	5884.69	0.14
6	6088.66	0.14
7	8519.20	0.20
8	9811.84	0.23
9	5763.21	0.13
10	5763.21	0.13
11	5713.81	0.13
12	5615.19	0.13
13	6197.91	0.14
14	9118.94	0.21
15	10614.00	0.24
16	8500.62	0.20
17	7692.26	0.18
18	7738.26	0.18
19	7784.27	0.18
20	7893.20	0.18

BLOCK N

LOT #	SQ. FT.	ACRES
21	7939.20	0.18
22	7985.21	0.18
23	8031.21	0.18
24	8049.28	0.18
25	10197.95	0.23
26	16653.92	0.38
27	7487.87	0.17
28	7622.98	0.17
29	7947.39	0.18
30	8030.40	0.18
31	8673.47	0.20

BLOCK O

LOT #	SQ. FT.	ACRES
1	5750.01	0.13
2	5750.01	0.13
3	5750.01	0.13
4	5750.01	0.13
5	5755.41	0.13
6	5894.90	0.14
7	5894.90	0.14
8	5894.90	0.14
9	5894.90	0.14
10	5894.90	0.14
11	5894.90	0.14
12	7984.30	0.18
13	11644.08	0.27
14	7878.13	0.18
15	6513.31	0.15
16	13987.86	0.32
17	9606.55	0.22
18	8447.59	0.19
19	5500.00	0.13
20	5500.00	0.13

BLOCK O

LOT #	SQ. FT.	ACRES
21	5500.00	0.13
22	5500.00	0.13
23	6249.19	0.14

BLOCK P

LOT #	SQ. FT.	ACRES
1	8454.73	0.19
2	8495.48	0.20
3	6530.62	0.15
4	6532.05	0.15
5	6491.65	0.15
6	6477.62	0.15
7	5868.22	0.13
8	6600.42	0.15
9	6599.98	0.15
10	6016.45	0.14
11	6547.30	0.15
12	6590.50	0.15
13	8428.55	0.19
14	9147.82	0.21
15	5637.39	0.13

BLOCK Q

LOT #	SQ. FT.	ACRES
1	6877.88	0.16
2	5909.30	0.14
3	5905.02	0.14
4	5900.11	0.14
5	5900.29	0.14
6	5905.13	0.14
7	5905.13	0.14
8	5895.66	0.14
9	5894.69	0.14
10	5894.69	0.14
11	5894.69	0.14
12	5894.69	0.14
13	5894.69	0.14
14	5628.62	0.13
15	7489.78	0.17
16	6970.70	0.16
17	5607.82	0.13
18	5819.25	0.13
19	5847.73	0.13
20	5871.60	0.13

BLOCK Q

LOT #	SQ. FT.	ACRES
21	5890.95	0.14
22	5905.63	0.14
23	5904.21	0.14
24	5906.40	0.14
25	5905.56	0.14
26	5895.10	0.14
27	5866.14	0.13
28	6635.28	0.15

BLOCK R

LOT #	SQ. FT.	ACRES
1	6658.07	0.15
2	5990.18	0.14
3	5976.75	0.14
4	5909.23	0.14
5	5850.77	0.13
6	5804.63	0.13
7	5770.91	0.13
8	5753.59	0.13
9	5750.01	0.13
10	5750.01	0.13
11	5761.37	0.13
12	6563.16	0.15

BLOCK V

LOT #	SQ. FT.	ACRES
1	6658.07	0.15
2	5990.18	0.14
3	5976.75	0.14
4	5909.23	0.14
5	5850.77	0.13
6	5804.63	0.13
7	5770.91	0.13
8	5753.59	0.13
9	5750.01	0.13
10	5750.01	0.13
11	5761.37	0.13
12	6563.16	0.15
13	7611.95	0.17
14	7467.38	0.17
15	7584.41	0.17
16	7819.65	0.18
17	7921.68	0.18
18	7686.60	0.18
19	7393.04	0.17
20	6235.37	0.14

BLOCK V

LOT #	SQ. FT.	ACRES
25	6679.05	0.15
26	7759.21	0.18

BLOCK W

LOT #	SQ. FT.	ACRES
1	5753.86	0.13
2	5751.22	0.13
3	6089.37	0.14
4	5339.84	0.12
5	5799.90	0.13
6	5751.48	0.13
7	6695.67	0.15
8	6278.77	0.14
9	6270.49	0.14
10	6555.74	0.15
11	7178.50	0.16
12	7812.41	0.18
13	7595.74	0.17
14	6901.08	0.16
15	6797.52	0.16
16	6115.57	0.14
17	6195.14	0.14
18	6429.83	0.15
19	6429.83	0.15
20	6429.83	0.15

BLOCK W

LOT #	SQ. FT.	ACRES
21	6672.30	0.15
22	6936.49	0.16
23	7577.65	0.17
24	7305.73	0.17
25	11420.95	0.26
26	5874.07	0.13
27	5876.97	0.13
28	5876.97	0.13
29	5876.97	0.13
30	5876.97	0.13
31	5876.97	0.13
32	6470.09	0.15
33	6470.09	0.15
34	5876.97	0.13
35	5870.47	0.13
36	7625.77	0.18

OPEN AREA

LOT #	SQ. FT.	ACRES
2X	164321.98	3.77
17X	15761.16	0.36
19X	15551.90	0.36
20X	7218.47	0.17
26X	162,671.79	3.73
27X	20898.48	0.48
28X	3024.09	0.07

AMENITY CENTER

LOT #	SQ. FT.	ACRES
29X	96,182.06	2.21

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A
PAGE 2 OF 2

OWNER
MM ANNA 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

A FINAL PLAT OF
VILLAGES OF
HURRICANE
CREEK - NORTH, PHASE 1A

44.332 ACRES TOTAL
149 RESIDENTIAL LOTS,
9 COMMON AREA LOTS
SITUATED IN THE
J. ELLET SURVEY, ABSTRACT NO. 296,
& J. BOYLE SURVEY, ABSTRACT NO. 105;
CITY OF ANNA, COLLIN COUNTY, TEXAS

Revisions:

Job #:	CEN18001
Drawn By:	KSG
Checked By:	CSR
Date:	9/27/2021
Scale:	N/A

A FINAL PLAT OF VILLAGES OF HURRICANE CREEK - NORTH, PHASE 1A
44.332 ACRES TOTAL
155 RESIDENTIAL LOTS, 5 NON-RESIDENTIAL LOTS
SITUATED IN THE J. ELLET SURVEY, ABSTRACT NO. 296,
& J. BOYLE SURVEY, ABSTRACT NO. 105;
CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS
11000 FRISCO ST. SUITE 400 FRISCO, TX 75033 PH.# 469-213-1800

SHEET 2 OF 2 SHEETS

DWG NAME: \\SRV-FRISCOFILE1\LAND DEVELOPMENT\JOB\CEN18001_SHERLEY_325_AC\MASTER DEVL_SURVEY\CEN18001_PA1AF.DWG

Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding The Villages of Hurricane Creek, Phase 1B, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
68 single-family residential lots and 4 common area lots on 23.2± acres located at the north and southwest corner of S. Standridge Boulevard and Creek Meadow Drive and on the north and south side of Lakeshore Drive, 575± feet west of Parkview Lane. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line Homes (PD-SF-84/SF-72/SF-60/SF-Z) (Ord. No. 886-2020).

The purpose for the final plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family residential development.

The Planning & Zoning Commission recommended approval as submitted per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

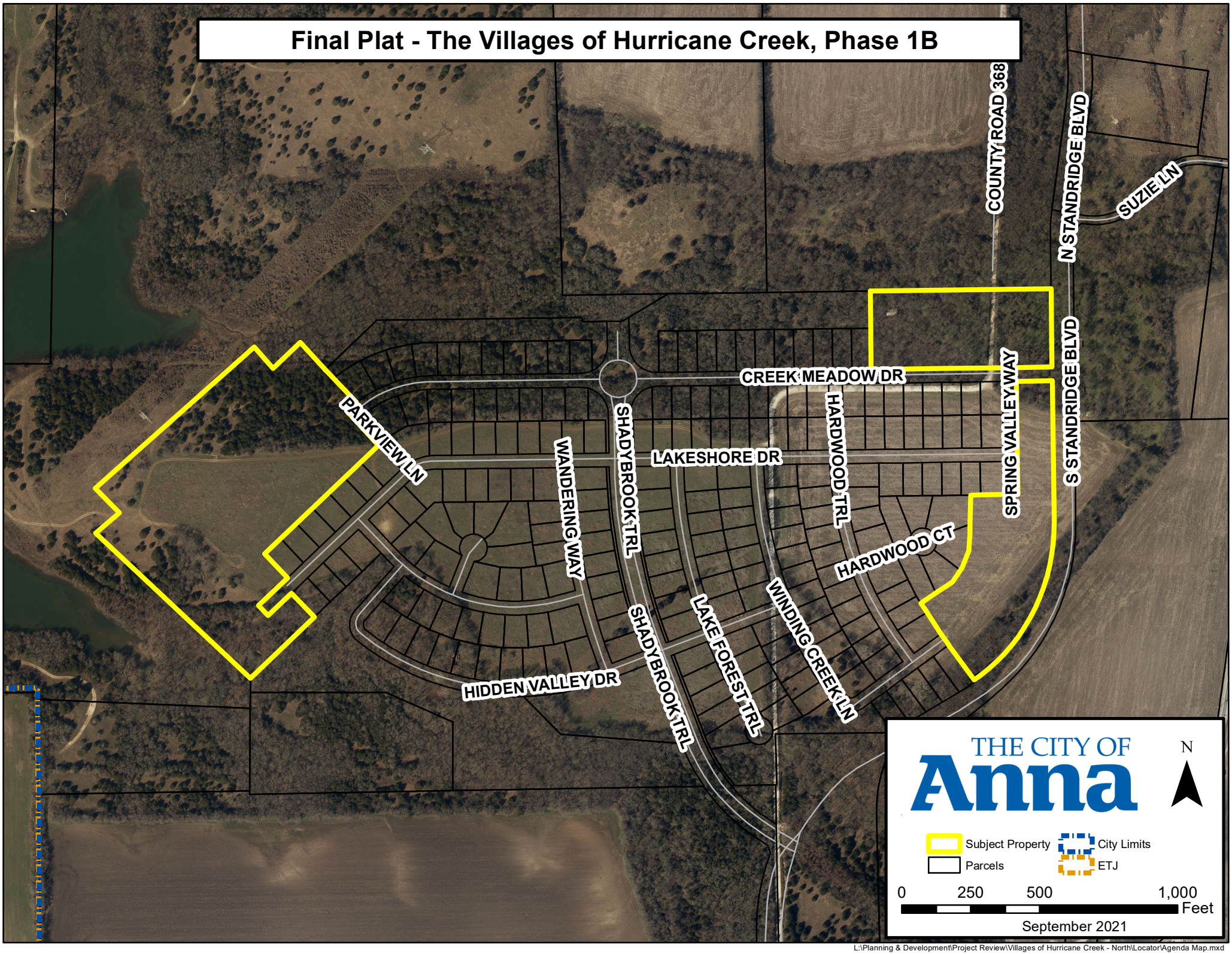
STAFF RECOMMENDATION:
Recommend for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (FP) VILLAGES OF HURRICANE CREEK, PHASE 1B
3. Exhibit A (STAMPED) (FP) Villages of Hurricane Creek Phase 1B

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Final Plat - The Villages of Hurricane Creek, Phase 1B



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK, PHASE 1B, FINAL PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, CADG Hurricane Creek, LLC has submitted an application for the approval of The Villages of Hurricane Creek, Phase 1B, Final Plat;

WHEREAS, The Villages of Hurricane Creek, Phase 1B, Final Plat generally conforms to the approved Villages of Hurricane Creek, Preliminary Plat;

WHEREAS, The Villages of Hurricane Creek, Phase 1B, Final Plat conforms to the existing zoning;

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 of Final Plat

The City Council hereby approves The Villages of Hurricane Creek, Phase 1B, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 12th day of October, 2021.

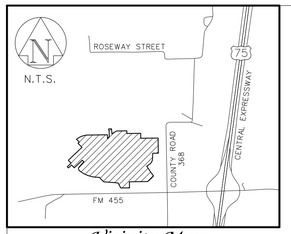
ATTEST:

_____
City Secretary, Carrie L. Land

APPROVED:

_____
Mayor, Nate Pike

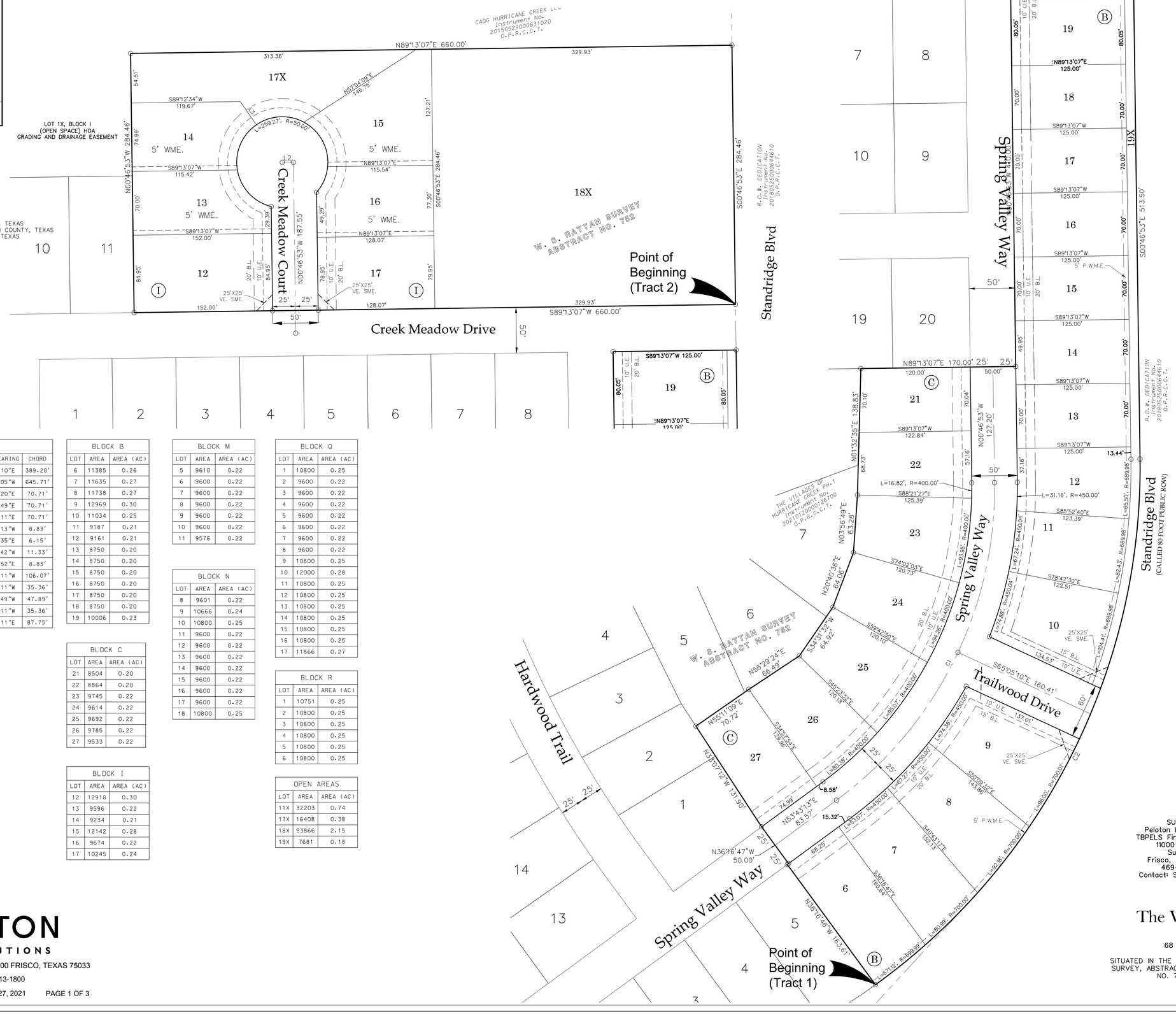
EXHIBIT A
PAGE 1 OF 3



Vicinity Map

LEGEND

B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
VE.	VISIBILITY EASEMENT
WME.	WALL MAINTENANCE EASEMENT
IRF	IRON ROD FOUND
ESMT.	EASEMENT
SME.	SIDEWALK MAINTENANCE EASEMENT
TYP.	TYPICAL
C.R.C.C.T.	COURT RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
♦	STREET NAME CHANGE SYMBOL



NOTES:

1. ALL PROPERTY CORNERS ARE 5/8" IRON RODS WITH YELLOW CAP STAMPED "PELOTON" UNLESS OTHERWISE NOTED.

2. ALL COMMON AREAS AND OPEN SPACES TO BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

3. RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALL IS LOCATED.

4. SCREENING WALLS ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND A 5-FOOT WALL MAINTENANCE EASEMENT PROVIDED ON LOTS BACKING.

5. THE SUBJECT PROPERTY IS DEPICTED WITHIN ZONE "A" AND ZONE "X", ON FEMA FLOOD INSURANCE RATE MAP NUMBER 48085C0155J, REVISED JUNE 02, 2009, "ZONE "A," DEFINED AS THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD AREA HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL FLOOD CHANCE. AND "ZONE "X," DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THE SURVEYOR ASSUMES NO LIABILITY FOR THE ACCURACY OF THAT MAP.

6. NO APPURTENANCES BETWEEN 2.5' & 10' VAM EASEMENTS

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	54°30'06"	425.00'	404.27'	N26°28'10"E	389.20'
C2	54°55'55"	700.00'	671.12'	S26°43'05"W	645.71'
C5	90°00'19"	50.00'	78.54'	S88°41'20"E	70.71'
C6	90°00'00"	50.00'	78.54'	N01°18'49"E	70.71'
C7	90°00'00"	50.00'	78.54'	S88°41'11"E	70.71'
C8	25°30'22"	20.00'	8.90'	N56°26'13"W	8.83'
C9	7°03'07"	50.00'	6.15'	S65°39'35"E	6.15'
C10	13°00'40"	50.00'	11.35'	S65°18'42"W	11.33'
C11	25°30'22"	20.00'	8.90'	N59°03'52"E	8.83'
C12	89°59'52"	75.00'	117.81'	N88°41'11"W	106.07'
C13	90°00'00"	25.00'	39.27'	N88°41'11"W	35.36'
C14	5°54'13"	465.00'	47.91'	S49°15'49"W	47.89'
C15	90°00'00"	25.00'	39.27'	N88°41'11"W	35.36'
C16	122°40'26"	50.00'	107.05'	S01°33'11"E	87.75'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N53°43'13"E	1.72'
L2	S89°59'32"W	12.20'
L3	N34°38'26"W	31.04'
L4	N43°41'11"W	16.00'
L5	S46°18'49"W	2.17'
L6	S15°33'21"E	36.79'

BLOCK B		
LOT	AREA	AREA (AC)
6	11385	0.26
7	11635	0.27
8	11738	0.27
9	12969	0.30
10	11034	0.25
11	9187	0.21
12	9161	0.21
13	8750	0.20
14	8750	0.20
15	8750	0.20
16	8750	0.20
17	8750	0.20
18	8750	0.20
19	10006	0.23

BLOCK C		
LOT	AREA	AREA (AC)
21	8504	0.20
22	8864	0.20
23	9745	0.22
24	9614	0.22
25	9692	0.22
26	9785	0.22
27	9533	0.22

BLOCK I		
LOT	AREA	AREA (AC)
12	12918	0.30
13	9596	0.22
14	9234	0.21
15	12142	0.28
16	9674	0.22
17	10245	0.24

BLOCK M		
LOT	AREA	AREA (AC)
5	9610	0.22
6	9600	0.22
7	9600	0.22
8	9600	0.22
9	9600	0.22
10	9600	0.22
11	9576	0.22

BLOCK N		
LOT	AREA	AREA (AC)
8	9601	0.22
9	10666	0.24
10	10800	0.25
11	9600	0.22
12	9600	0.22
13	9600	0.22
14	9600	0.22
15	9600	0.22
16	9600	0.22
17	9600	0.22
18	10800	0.25

BLOCK Q		
LOT	AREA	AREA (AC)
1	10800	0.25
2	9600	0.22
3	9600	0.22
4	9600	0.22
5	9600	0.22
6	9600	0.22
7	9600	0.22
8	9600	0.22
9	10800	0.25
10	12000	0.28
11	10800	0.25
12	10800	0.25
13	10800	0.25
14	10800	0.25
15	10800	0.25
16	10800	0.25
17	11866	0.27

BLOCK R		
LOT	AREA	AREA (AC)
1	10751	0.25
2	10800	0.25
3	10800	0.25
4	10800	0.25
5	10800	0.25
6	10800	0.25

OPEN AREAS		
LOT	AREA	AREA (AC)
11X	32203	0.74
17X	16408	0.38
18X	93866	2.15
19X	7681	0.18

OWNER
CADG Hurricane Creek, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

SURVEYOR
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Stephen Ramsey

ENGINEER
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Marc Paquette

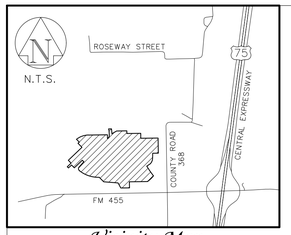
A Final Plat of
The Villages of Hurricane Creek Phase 1B
68 Residential Lots and 4 Common Area Lots
Totaling 23.184 Acres
SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NO. 105, THE J. COFFMAN SURVEY, ABSTRACT NO. 197, AND THE W. S. RATTAN SURVEY, ABSTRACT NO. 752, CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET, SUITE 400 FRISCO, TEXAS 75033
TBPELS # 10194468 PH.# 469-213-1800
JOB# CEN13023.1B September 27, 2021 PAGE 1 OF 3

Copyright © 2021 Peloton Land Solutions, Inc.

DWG NAME: J:\JOB\CEN13023_HURRICANE CREEK\SURV\CEN13023_PAGE.DWG

EXHIBIT A
PAGE 2 OF 3



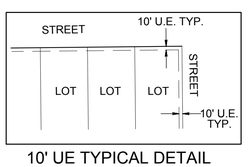
Vicinity Map

LEGEND

B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
VE.	VISIBILITY EASEMENT
WME.	WALL MAINTENANCE EASEMENT
IRF	IRON ROD FOUND
ESMT.	EASEMENT
SME.	SIDEWALK MAINTENANCE EASEMENT
TYP.	TYPICAL
C.R.C.C.T.	COURT RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
♦	STREET NAME CHANGE SYMBOL

N E S W

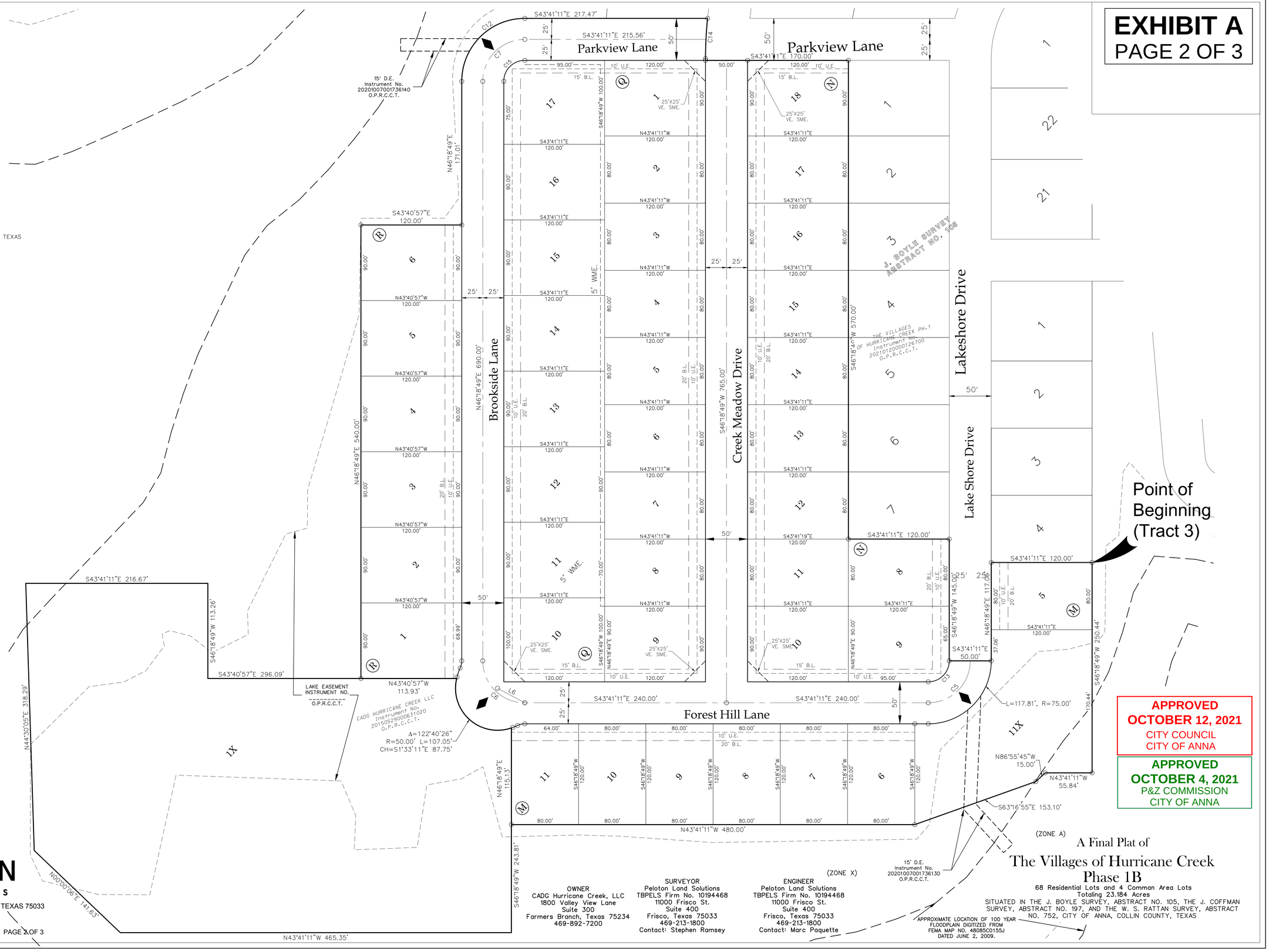
0 25 50 100
GRAPHIC SCALE IN FEET



10' UE TYPICAL DETAIL

LAND USE TABLE	
LAND USE	ACREAGE
RESIDENTIAL	15.782
RIGHT-OF-WAY	3.952
PRIVATE OPEN SPACE	1.30
FIRE STATION	2.15
TOTAL	23.184

LOT TABULATION		
BLOCK	RESIDENTIAL LOTS	OTHER
B	14	1 OPEN SPACE
C	7	
I	6	2 OPEN SPACES (1 SPACE IS FOR FUTURE FIRE STATION)
M	7	1 OPEN SPACE
N	11	
Q	17	
R	6	
TOTAL	68	4



APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

A Final Plat of
The Villages of Hurricane Creek Phase 1B
68 Residential Lots and 4 Comman Area Lots
Totaling 23.184 Acres
SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NO. 105, THE J. COFFMAN SURVEY, ABSTRACT NO. 197, AND THE W. S. RATTAN SURVEY, ABSTRACT NO. 752, CITY OF ANNA, COLLIN COUNTY, TEXAS

APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN DIGITIZED FROM FEMA MAP NO. 48085C0155J DATED JUNE 2, 2009.

OWNER
CADG Hurricane Creek, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

SURVEYOR
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Stephen Ramsey

ENGINEER
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Marc Paquette

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET, SUITE 400 FRISCO, TEXAS 75033
TBPELS # 10194468 PH.# 469-213-1800
JOB# CEN13023.1B September 27, 2021 PAGE 2 OF 3

DWG NAME: J:\JOBS\CEN13023_HURRICANE CREEK\SURV\CEN13023_PAR8.DWG

Copyright © 2021 Peloton Land Solutions, Inc.

EXHIBIT A
PAGE 3 OF 3

TRACT 1

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE W. RATTAN SURVEY, ABSTRACT NUMBER 752, COLLIN COUNTY, TEXAS, AND BEING A REMAINDER OF THAT TRACT OF LAND REFERRED TO AS TRACT 2 IN DEED TO CADG HURRICANE CREEK LLC RECORDED IN INSTRUMENT NUMBER 20150529000631020 OF THE OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND IN THE WEST LINE OF SAID TRACT 2 TO CADG HURRICANE CREEK LLC AND BEING THE MOST EASTERLY SOUTHEAST CORNER OF THE VILLAGES OF HURRICANE CREEK PHASE 1 RECORDED IN INSTRUMENT NUMBER 20201015010003920 OF SAID (O.P.R.C.C.T.);

THENCE FOLLOWING THE EAST PROPERTY LINE OF SAID VILLAGES OF HURRICANE CREEK THE FOLLOWING BEARINGS AND DISTANCES:

N 36° 16′ 46″ W, 163.61 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 53° 43′ 13″ E, 1.72 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 36° 16′ 47″ W, 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 33° 07′ 12″ W, 131.90 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 55° 11′ 09″ E, 70.72 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 56° 29′ 24″ E, 66.49 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 34° 31′ 32″ E, 64.92 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 20° 40′ 36″ E, 64.06 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 03° 56′ 49″ E, 63.28 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 01° 32′ 35″ E, 138.83 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 89° 13′ 07″ E, 170.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 00° 46′ 53″ W, 410.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 89° 13′ 17″ E, 135.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE EAST LINE OF SAID TRACT 2 REMAINDER;

THENCE S 00° 46′ 53″ E, 513.50 FEET TO A 1/2 INCH IRON ROD FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 671.12 FEET, THROUGH A CENTRAL ANGLE OF 54° 55′ 55″, HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 26° 43′ 05″ W, 645.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 251,919 SQUARE FEET OR 5.783 ACRES OF LAND MORE OR LESS.

TRACT 2

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE W. RATTAN SURVEY, ABSTRACT NUMBER 752, COLLIN COUNTY, TEXAS, AND BEING A REMAINDER OF THAT TRACT OF LAND REFERRED TO AS TRACT 2 IN DEED TO CADG HURRICANE CREEK LLC RECORDED IN INSTRUMENT NUMBER 20150529000631020 THE OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE WEST LINE OF SAID TRACT 2 AND THE MOST EASTERLY NORTHEAST CORNER OF THE VILLAGES OF HURRICANE CREEK PHASE I RECORDED IN INSTRUMENT NUMBER 20201015010003920 OF SAID (O.P.R.C.C.T.);

THENCE S 89° 13′ 07″ W, 660.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE N 00° 46′ 53″ W, 284.46 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE N 89° 13′ 07″ E, 660.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE EAST LINE OF SAID TRACT 2 REMAINDER;

THENCE S 00° 46′ 53″ E, 284.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 187,743 SQUARE FEET OR 4.310 ACRES OF LAND MORE OR LESS.

TRACT 3

BEING THAT CERTAIN TRACT OF LAND SITUATED IN J. BOYLE SURVEY, ABSTRACT NUMBER 105, COLLIN COUNTY, TEXAS, AND BEING A REMAINDER OF THAT TRACT OF LAND REFERRED TO AS TRACT 1 IN DEED TO CADG HURRICANE CREEK LLC RECORDED IN INSTRUMENT NUMBER 20150529000631020 OF THE OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND FOR SOUTHWEST CORNER OF BLOCK M, LOT 4 OF THE VILLAGES OF HURRICANE CREEK PHASE 1 RECORDED IN INSTRUMENT NUMBER 20201015010003920 OF SAID O.P.R.C.C.T.;

THENCE S 46° 18′ 49″ W, 250.44 FEET WITH THE WEST LINE OF HURRICANE CREEK PHASE 1 TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE DEPARTING SAID WEST LINE OVER AND ACROSS SAID TRACT 1 THE FOLLOWING BEARINGS AND DISTANCES:

N 43° 41′ 11″ W, 55.84 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 86° 55′ 45″ W, 15.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 63° 16′ 55″ W, 153.10 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 43° 41′ 11″ W, 480.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 46° 18′ 49″ E, 115.13 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 105.54 FEET, THROUGH A CENTRAL ANGLE OF 122° 40′ 26″, HAVING A RADIUS OF 50.00 FEET, AND A LONG CHORD WHICH BEARS N 01° 33′ 11″ W, 87.75 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 43° 40′ 57″ W, 113.93 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 46° 18′ 49″ E, 540.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

S 43° 40′ 57″ E, 120.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

N 46° 18′ 49″ E, 171.01 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 117.81 FEET, THROUGH A CENTRAL ANGLE OF 89° 59′ 52″, HAVING A RADIUS OF 75.00 FEET, AND A LONG CHORD WHICH BEARS S 88° 41′ 11″ E, 106.07 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

S 43° 41′ 11″ E, 217.47 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND IN THE WEST LINE OF SAID HURRICANE CREEK PHASE 1 AND BEING THE SOUTHWEST CORNER OF BLOCK P, LOT 1 AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE FOLLOWING THE WEST LINE OF SAID HURRICANE CREEK PHASE 1 THE FOLLOWING BEARINGS AND DISTANCES:

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 47.91 FEET, THROUGH A CENTRAL ANGLE OF 05° 54′ 13″, HAVING A RADIUS OF 465.00 FEET, AND A LONG CHORD WHICH BEARS S 49° 15′ 49″ W, 47.89 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 46° 18′ 49″ W, 2.17 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 43° 41′ 11″ E, 170.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 46° 18′ 49″ W, 570.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 43° 41′ 11″ E, 120.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 46° 18′ 49″ W, 145.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 46° 18′ 49″ E, 117.06 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE S 43° 41′ 11″ E, 120.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 570,244 SQUARE FEET OR 13.091 ACRES OF LAND MORE OR LESS.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG HURRICANE CREEK, LLC, BEING THE SOLE OWNER DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE. DESCRIBED REAL PROPERTY AS, BLOCK B LOTS 6–19 AND 19X, BLOCK C LOTS 21–27, BLOCK I LOTS 12–17, 17X AND 18X, BLOCK M LOTS 5–11 AND 11X, BLOCK N LOTS 8–18, BLOCK Q LOTS 1–17, BLOCK R LOTS 1–6, THE VILLAGES OF HURRICANE CREEK, PHASE 1B, AN ADDITION TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND WE DO HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS SHOWN THEREON. THE STREETS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

BY: CADG HURRICANE CREEK, LLC

BY: _____

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME

MY COMMISSION EXPIRES: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT I, CHARLES STEPHEN RAMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF ANNA.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" TAC 22 138.33e
Charles Stephen Ramsey, RPLS 6718
Date:9/27/2021

_____
CHARLES STEPHEN RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6718

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 CHARLES STEPHEN RAMSEY, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME

MY COMMISSION EXPIRES: _____

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

OWNER
CADG Hurricane Creek, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

SURVEYOR
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Stephen Ramsey

ENGINEER
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Marc Paquette

A Final Plat of

The Villages of Hurricane Creek Phase 1B

68 Residential Lots and 4 Common Area Lots
Totaling 23.184 Acres

SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NO. 105, THE J. COFFMAN SURVEY, ABSTRACT NO. 197, AND THE W. S. RATTAN SURVEY, ABSTRACT NO. 752, CITY OF ANNA, COLLIN COUNTY, TEXAS

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET, SUITE 400 FRISCO, TEXAS 75033
TBPELS # 10194468 PH.# 469-213-1800
JOB# CEN13023.1B September 27, 2021 PAGE 3 OF 3

DWG NAME: J:\DOT\CEN13023_HURRICANE CREEK\SURV\CEN13023_PAB.DWG

Copyright © 2021 Peloton Land Solutions, Inc.

Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the One Anna Two Addition, Block A, Lots 3R & 4, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Medical Office and vacant lot on two lots on 14.7± acres located on the east side of Standridge Boulevard, 276± feet north of Suzie Lane. Zoned: Planned Development-Restricted Commercial (PD-C-1) (Ord. No. 846-2020).

The purpose of the replat is to subdivide an existing vacant lot into two lots and dedicate easements necessary for the development of a medical office building on Lot 3R.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

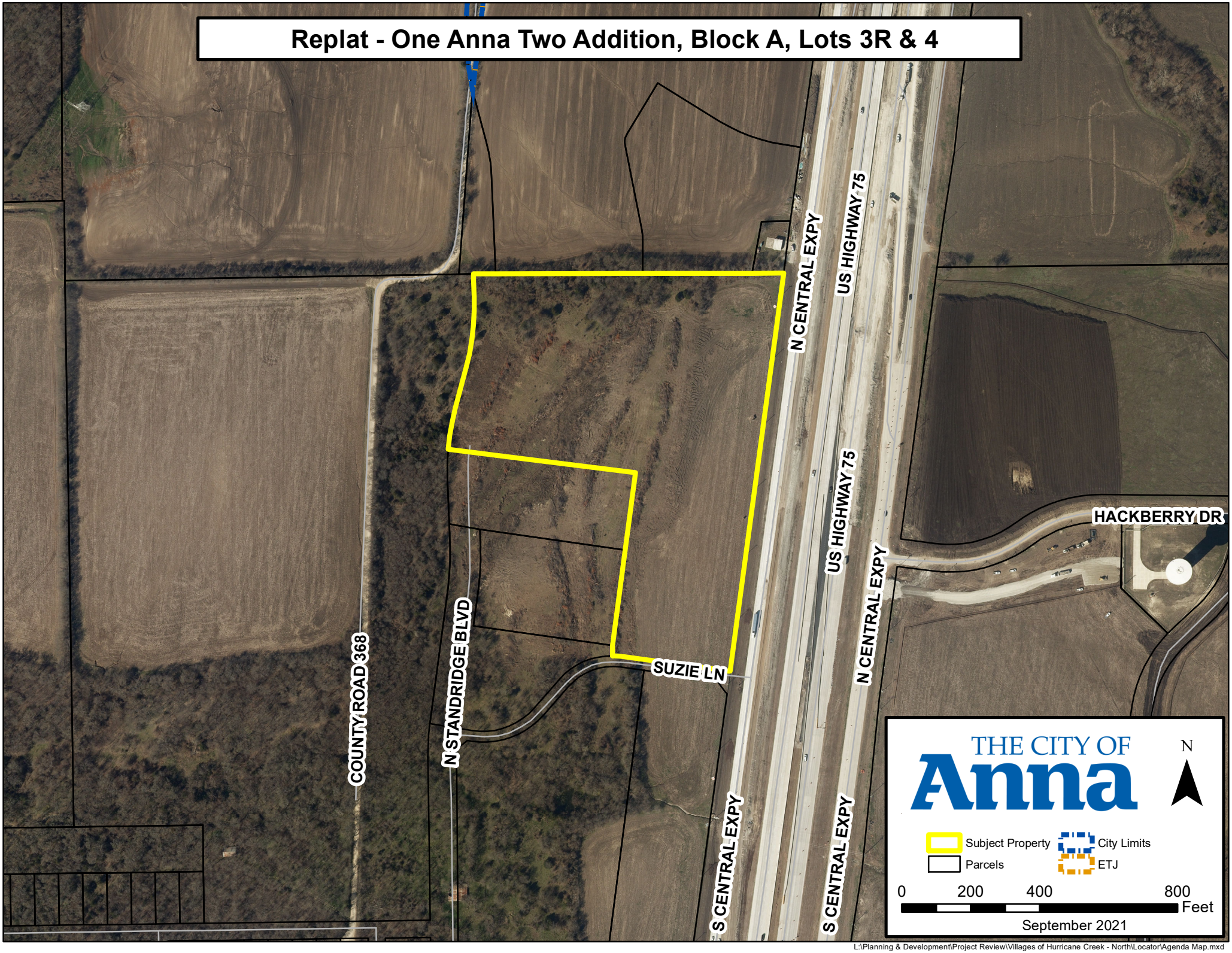
STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map - Replat
2. RESOLUTION - (RP) One Anna Two Addition, Block A, Lots 3R & 4
3. Exhibit A (STAMPED) - One Anna Two Addition, BL A, LT 3R & 4 Replat

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Replat - One Anna Two Addition, Block A, Lots 3R & 4



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ONE ANNA TWO ADDITION, BLOCK A, LOTS 3R & 4, REPLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Dr. Richard Jelsma has submitted an application for the approval of the One Anna Two Addition, Block A, Lots 3R & 4, Replat.

WHEREAS, The Replat of One Anna Two Addition, Block A, Lots 3R & 4 conforms to the existing zoning;

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

Section 1. Recitals Incorporated

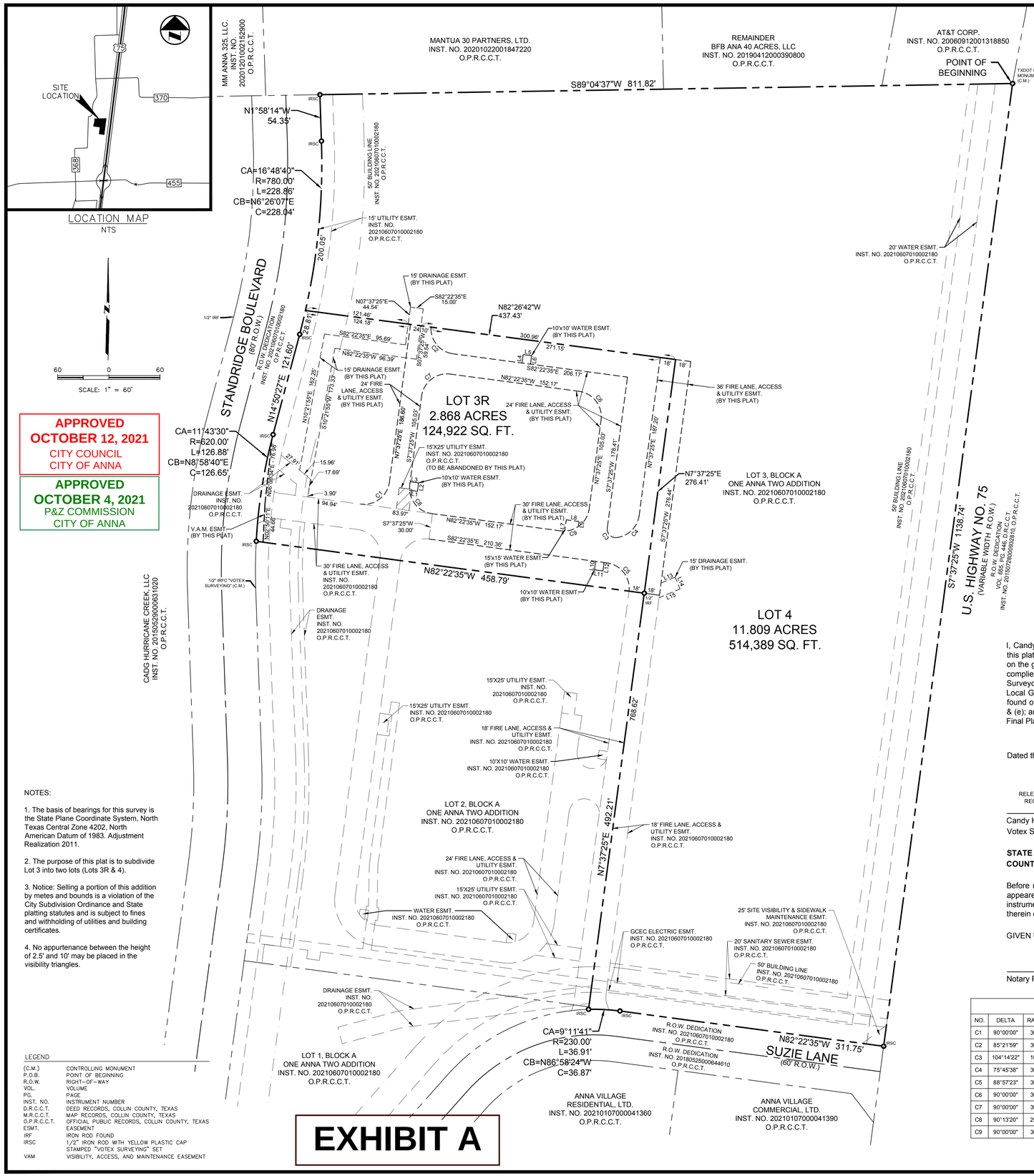
The recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Approval of Replat

The City Council hereby approves the One Anna Two Addition, Block A, Lots 3R & 4, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October, 2021.

ATTEST:	APPROVED:
_____	_____
City Secretary, Carrie L. Land	Mayor, Nate Pike



APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

NOTES:

1. The basis of bearings for this survey is the State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

2. The purpose of this plat is to subdivide Lot 3 into two lots (Lots 3R & 4).

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

4. No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.

LEGEND

(C.M.)	CONTROLLING MONUMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T.	MAP RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
ESMT.	EASEMENT
IRF	IRON ROD FOUND
IRSC	1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "VOTEX SURVEYING" SET
VAM	VISIBILITY, ACCESS, AND MAINTENANCE EASEMENT

EXHIBIT A

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS ANNA INVESTMENTS, LLC is the owner of those tracts of land situated in the W.S. Rattan Survey, Abstract No. 752, City of Anna, Collin County, Texas, and being all of Lot 3, Block A of One Anna Two Addition, an addition to the City of Anna, Collin County, Texas according to the plat thereof recorded in Instrument No. 20210607010002180, Official Public Records, Collin County, Texas; same being a portion of that tract of land conveyed to Anna Investments, LLC by deed recorded in Instrument No. 20180622000777080, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a TxDot concrete monument found for corner in the west right-of-way line of U.S. Highway No. 75 (a variable width right-of-way) at the northeast corner of said Lot 3;

THENCE S 07° 37' 25" W, with said west right-of-way line, a distance of 1138.74 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner at the intersection of said west right-of-way line with the north right-of-way line of Suzie Lane (a 60-foot wide right-of-way) and the southeast corner of said Lot 3;

THENCE with said north right-of-way line of Suzie Lane, the following courses and distances:

N 82° 22' 35" W, a distance of 311.75 feet to an 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner at the beginning of a non-tangent curve to the left;

In a southwesterly direction with said curve to the left, having a central angle of 09° 11' 41", a radius of 230.00 feet, a chord that bears N 86° 58' 24" W, a distance of 36.87 feet, and an arc length of 36.91 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the most southerly southwest corner of said Lot 3;

THENCE N 07° 37' 25" E, departing said north right-of-way line of Suzie Lane and with the east line of Lot 2, Block A of said One Anna Two Addition, a distance of 492.21 feet to a 1/2-inch iron rod found for corner;

THENCE N 82° 22' 35" W, with the north line of said Lot 2, a distance of 458.79 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in the east right-of-way line of Standridge Boulevard (an 80-foot wide right-of-way) at the most westerly southwest corner of said Lot 3 and the northwest corner of said Lot 2; said point being the beginning of a non-tangent curve to the right;

THENCE with said east right-of-way line of Standridge Boulevard, the following courses and distances:

In a northeasterly direction with said curve to the right, having a central angle of 11° 43' 30", a radius of 620.00 feet, a chord that bears N 08° 58' 40" E, a distance of 126.65 feet, and an arc length of 126.88 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the end of said curve;

N 14° 50' 27" E, a distance of 121.60 feet to the beginning of a tangent curve to the left;

In a northeasterly direction with said curve to the left, having a central angle of 16° 48' 40", a radius of 780.00 feet, and a chord that bears N 06° 26' 07" E, a distance of 228.04 feet and an arc length of 228.86 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the end of said curve;

N 01° 58' 14" W, a distance of 54.35 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set at the northwest corner of said Lot 3;

THENCE N 89° 04' 37" E a distance of 811.82 feet to the **POINT OF BEGINNING** and containing 639,311 square feet or 14.677 acres of land, more or less.

SURVEYOR'S STATEMENT

I, Candy Hone, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Engineers and Land Surveyors, the City of Dallas Development Code (Ordinance No. 19455, as amended) and Texas Local Government Code, Chapter 212. I further affirm that monumentation shown hereon was either found or placed in compliance with the City of Dallas Development Code, Sec. 51A-8.617 (a)(b)(c)(d) & (e); and that the digital drawing file accompanying this plat is a precise representation of this Signed Final Plat.

Dated this the _____ day of _____, 2021.

PRELIMINARY

RELEASED 7/21/2021 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Candy Hone, Registered Professional Land Surveyor, No. 5867
Votex Surveying Company - Firm No. 10013600 - (469) 333-8831

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public in and for the County and State on this day personally appeared Candy Hone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ of _____, 2021.

_____
Notary Public, State of Texas

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	30.00'	47.12'	N52°37'25"E	42.43'
C2	85°21'59"	30.00'	44.70'	S39°41'36"E	40.68'
C3	104°14'22"	10.00'	18.19'	S44°29'47"E	15.79'
C4	75°45'38"	30.00'	39.67'	N45°30'13"E	36.84'
C5	88°57'23"	30.01'	46.59'	N37°53'30"W	42.05'
C6	90°00'00"	30.00'	47.12'	N37°22'35"W	42.43'
C7	90°00'00"	30.00'	47.12'	S52°37'25"W	42.43'
C8	90°13'20"	29.94'	47.15'	S37°18'04"E	42.43'
C9	90°00'00"	30.00'	47.12'	N52°37'25"E	42.43'

LINE TABLE			LINE TABLE		
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	N82°22'35"W	9.33'	L9	S07°37'25"W	5.97'
L2	S07°37'25"W	10.00'	L10	N07°37'25"E	10.00'
L3	S82°22'35"E	10.00'	L11	N82°22'35"W	10.00'
L4	N07°37'25"E	10.00'	L12	S07°37'25"W	10.00'
L5	S82°22'35"E	10.00'	L13	N67°37'25"E	17.79'
L6	S07°37'25"W	10.00'	L14	S22°22'35"E	15.00'
L7	N07°37'25"E	13.27'	L15	S67°37'25"W	26.45'
L8	S82°22'35"E	15.00'			

OWNER
ANNA INVESTMENTS, LLC
204 MEDICAL DRIVE, SUITE 100
SHERMAN, TEXAS 75092

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **ANNA INVESTMENTS, LLC**, acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as **ONE ANNA TWO ADDITION, BLOCK A, LOTS 3R & 4**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, any streets and alleys shown thereon. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that 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.

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.

This plat approved subject to all platting ordinances, rules and regulations the City of Anna, Texas.

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

WITNESS my hand this the ____ day of _____, 2021.

ANNA INVESTMENTS, LLC

_____
Dr. Richard Jelsma, Manager

STATE OF TEXAS §
COUNTY OF GRAYSON §

Before me, the undersigned authority, a Notary Public in and for the County and State on this day personally appeared Dr. Richard Jelsma, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

_____
Notary Public, State of Texas
My Commission Expires: _____

CERTIFICATE OF APPROVAL

Approved on this the _____ day of _____, 2021, by the City Council, City of Anna, Texas.

_____
Mayor

_____
City Secretary

REPLAT
ONE ANNA TWO ADDITION
LOTS 3R & 4, BLOCK A
BEING A REPLAT OF
ALL OF LOT 3, BLOCK A, ONE ANNA TWO ADDITION
RECORDED IN
INSTRUMENT NO.20210607010002180
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
14.677 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS

VOTEX SURVEYING COMPANY – TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY, STE. 800 DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO. 2021-028

Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the One Anna Two Addition, Block A, Lot 3R, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Medical Office on one lot on 2.9± acres located on the east side of Standridge Boulevard, 276± feet north of Suzie Lane. Zoned: Planned Development-Restricted Commercial (PD-C-1) (Ord. No. 846-2020).

The purpose of the site plan is to show the proposed medical office development and related site improvements.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

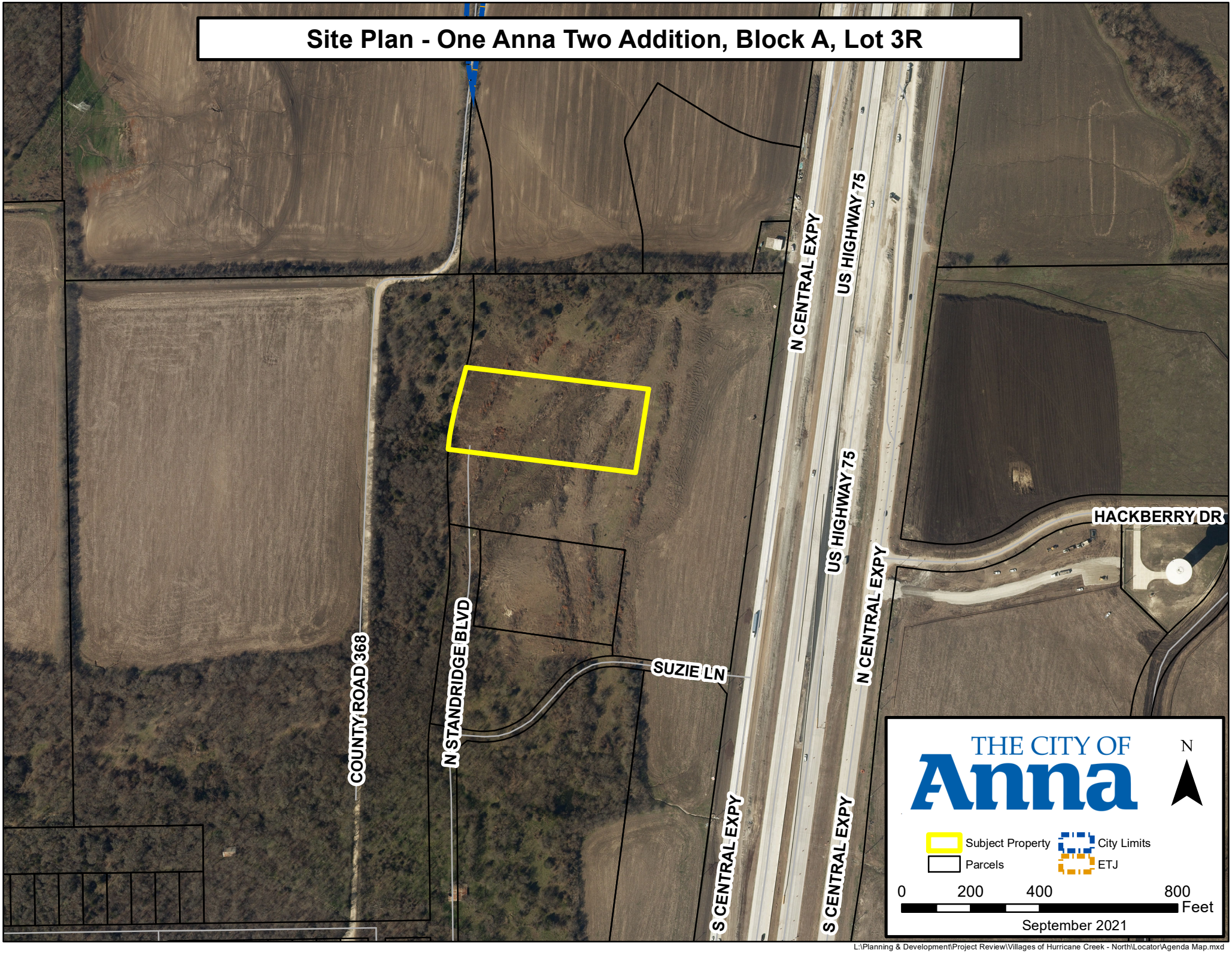
STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map - SP
2. RESOLUTION - (SP) One Anna Two Addition, Block A, Lot 3R
3. Exhibit A (STAMPED)- One Anna Two Addition, BL A, LT 3R Site Plan

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Site Plan - One Anna Two Addition, Block A, Lot 3R



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF ONE ANNA TWO ADDITION, BLOCK A, LOT 3R.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Dr. Richard Jelsma has submitted an application for the approval of the One Anna Two Addition, Block A, Lot 3R, Site Plan;

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 of Site Plan

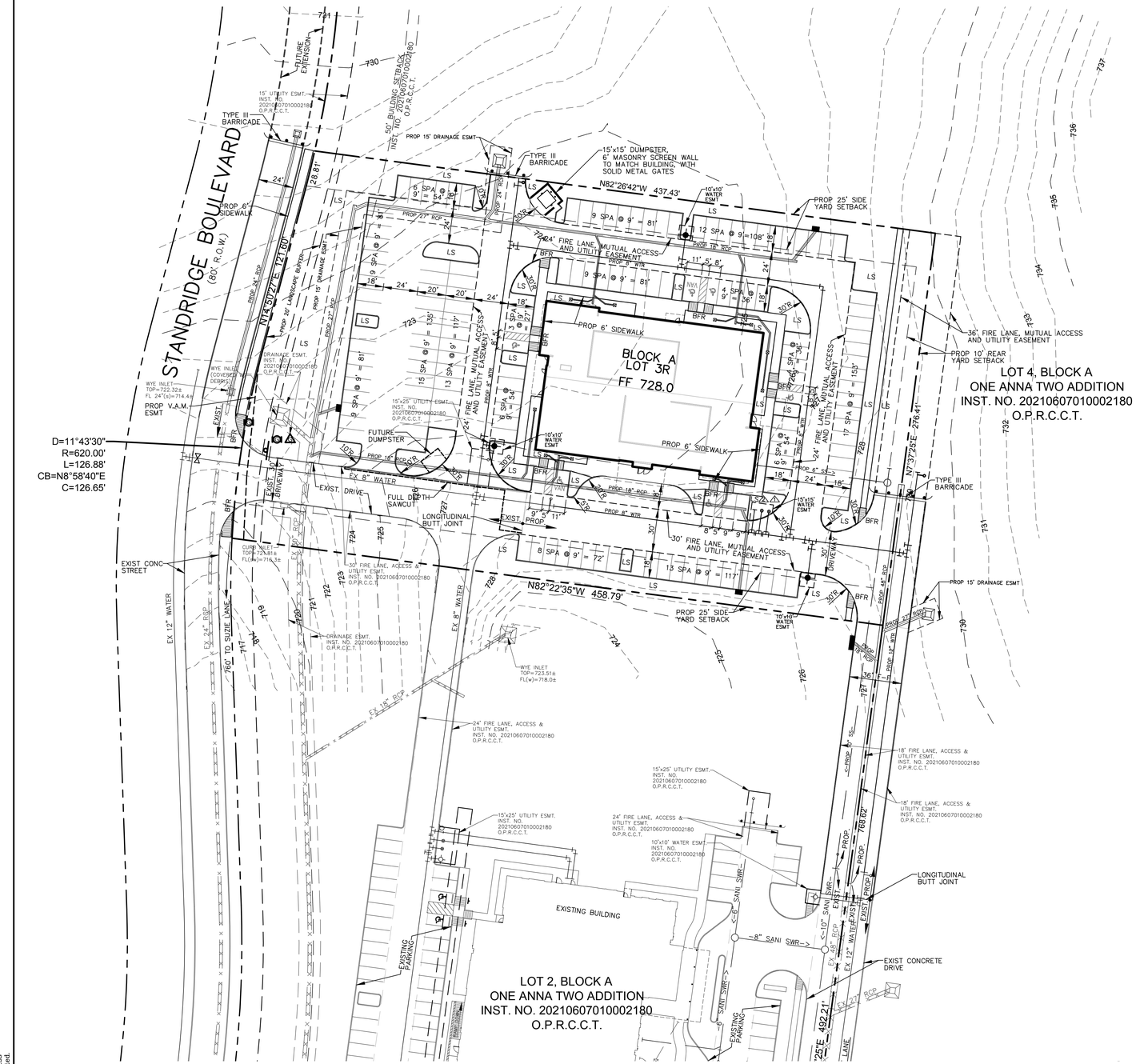
The City Council hereby approves the One Anna Two Addition, Block A, Lot 3R, Site Plan attached hereto as Exhibit A.

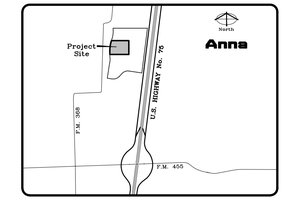
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 12th day of October, 2021.

ATTEST: APPROVED:

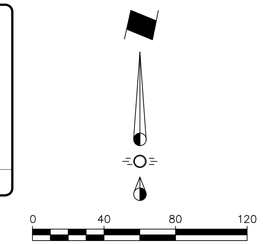
_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike





Location Map
Not to Scale



LEGEND

- PROPERTY LINE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER
- R.O.W. LINE
- LOT LINE
- LS – LANDSCAPE AREA

WATER METER SCHEDULE		
NO.	SIZE	DESCRIPTION
1	2"	DOMESTIC
2	1"	IRRIGATION

NOTE:
NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.

NOTE:
TYPE III STREET BARRICADES SHALL HAVE NO WOODEN PIECES.

SITE DATA SUMMARY TABLE

LEGAL DESCRIPTION	LOT 3R, BLOCK A ONE ANNA TWO ADDITION
ZONING:	PD # (765–2018)
PROPOSED USE:	MEDICAL OFFICE
GROSS LOT AREA	124,922 SQ. FT. 2.868 ACRES
BUILDING FOOTPRINT	15,520 SQ. FT.
BUILDING SQUARE FOOTAGE	30,003 SQ. FT.
1st FLOOR	15,198 SQ. FT.
2nd FLOOR	14,805 SQ. FT.
BUILDING HEIGHT (T.O. PARAPET)	34'–0"
BUILDING HEIGHT (T.O. SCREEN WALL)	38'–0"
PARKING REQUIRED (1/200 SF)	150 SPACES
PARKING PROVIDED	146
HANDICAP PARKING PROVIDED	6
TOTAL PARKING PROVIDED	152
LANDSCAPE AREA	REQUIRED (8 S.F./PARKING)(12,480 S.F.) PROVIDED 62,680 SQ. FT.

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

STATE OF TEXAS
JAMES A. RILEY
73231
LICENSED
PROFESSIONAL ENGINEER
09/27/21

SITE PLAN
ONE ANNA TWO ADDITION
LOTS 3R, BLOCK A
2.868 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
W.S. RATTAN SURVEY, ABSTRACT NO. 752
SEPTEMBER 2021

BENCHMARKS

BENCHMARK #1

Square with "X" cut on concrete culvert, West side of the Southbound service road for US Highway No. 75, ±231 feet South of the centerline intersection of the Southbound service road for US Highway No. 75 and West County Road No. 370.

ELEVATION = 744.38

BENCHMARK #2

Square with "X" cut on the centerline of the Southbound service road for US Highway No. 75, ±975 feet north of the centerline intersection of the Southbound service road for US Highway No. 75 and County Road No. 455, ± 121 feet Northeast of a sanitary sewer manhole.

ELEVATION = 720.22

EXHIBIT A

OWNER	DEVELOPER	ARCHITECT	LANDSCAPE	ENGINEER	SURVEYOR
ANNA INVESTMENTS, LLC 204 MEDICAL DRIVE SUITE 100 SHERMAN, TEXAS 75092	CASTLE DEVELOPMENT GROUP 251 E. SOUTHLAKE BLVD SUITE 100 SOUTHLAKE, TEXAS 76092 (817)337–3433	E4H ARCHITECTURE 501 ELM STREET SUITE 500 DALLAS, TEXAS 75202 (817)226–1917	SMR LANDSCAPE ARCHITECTS, INC 1708 NORTH GRIFFIN STREET DALLAS, TEXAS 75202 (214)871–0083	BROCKETTE DAVIS DRAKE, INC 4144 N. CENTRAL EXPRESSWAY SUITE 1100 DALLAS, TEXAS 75204 (214)824–3647	VOTEX SURVEYING 10440 N. CENTRAL EXPRESSWAY SUITE 800 DALLAS, TEXAS 75231 (469)333–8831

©Copyright 2021 Brockette/Davis/Drake, Inc. All Rights Reserved.
This drawing is the property of Brockette/Davis/Drake, Inc.
Any modification or use of this drawing without the express
written authorization of Brockette/Davis/Drake, Inc. is prohibited.

Item No. 6.o.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Walnofer Addition, Block A, Lot 2R, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Self-Storage Facility on one lot on 6.7± acres located on the west side of N. Powell Parkway, 417± feet north of Butler Street. Zoned: Planned Development-Restricted Commercial (PD-C-1).

The purpose for the Replat is to abandon portions of the existing fire lane easement and dedicate new fire lane and access easements.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

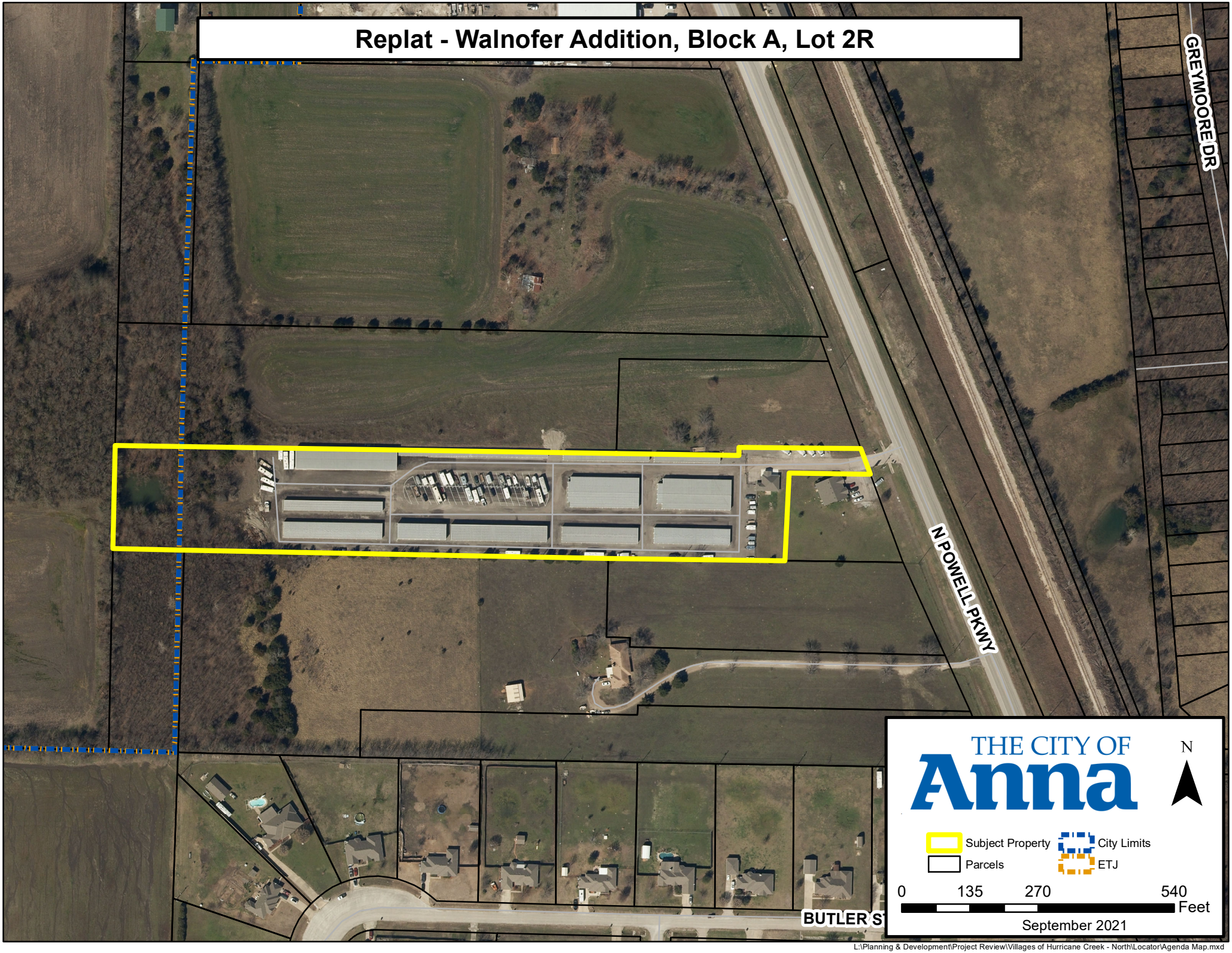
STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (RP) Walnofer Addition, Block A, Lot 2R
3. Exhibit A (STAMPED) - Walnofer Addition, Block A, Lot 2R

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Replat - Walnofer Addition, Block A, Lot 2R



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WALNOFER ADDITION, BLOCK A, LOT 2R, REPLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Castleman Capital, LLC has submitted an application for the approval of the Walnofer Addition, Block A, Lot 2R, Replat.

WHEREAS, The Replat of Walnofer Addition, Block A, Lot 2R conforms to the existing zoning;

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 of Replat

The City Council hereby approves the Walnofer Addition, Block A, Lot 2R, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October, 2021.

ATTEST:	APPROVED:
_____	_____
City Secretary, Carrie L. Land	Mayor, Nate Pike

NOTE:

CIRF — OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET / FOUND STAMPED C.F. STARK, RPLS 5084

SOLID CIRCLE INDICATES CONTROL MONUMENT FOUND AS LABELED

ABBREVIATIONS

P.R.C.C.T. - PLAT RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
RPLS - REGISTERED PROFESSIONAL LAND SURVEYOR
VOL. - VOLUME
PG. - PAGE

NOTES:

1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.

2.) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR COLLIN COUNTY, TEXAS, DATED JUNE 02, 2009 MAP NO. 480085C0070J, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

3.) REASON FOR RE-PLAT IS TO ABANDONED FIRE LANE EASEMENT, DUE ENCROACHING BUILDINGS AND RECORD NEW FIRE LANE ACCESS EASEMENT CONFIGURATION.

4.) ACCESS EASEMENT: 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.

5.) FIRE LANE EASEMENT: 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.

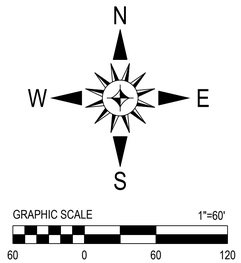
6.) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.

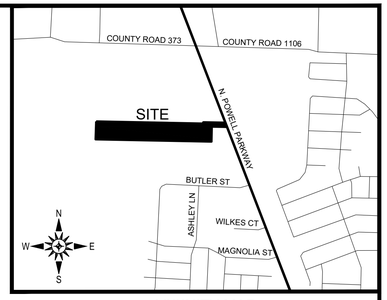
LINE TABLE

LINE No.	BEARING	LENGTH
L1	S22°20'16"E	54.91
L2	N88°49'09"W	35.03
L3	S01°07'04"W	8.39
L4	S88°52'56"E	24.00
L5	N01°07'04"E	8.42
L6	N01°06'15"E	41.22
L7	N01°10'51"E	20.58
L8	N88°49'09"W	24.00
L9	S01°10'51"W	20.58
L10	S01°07'04"W	79.79
L11	N01°07'43"E	41.20

CURVE TABLE

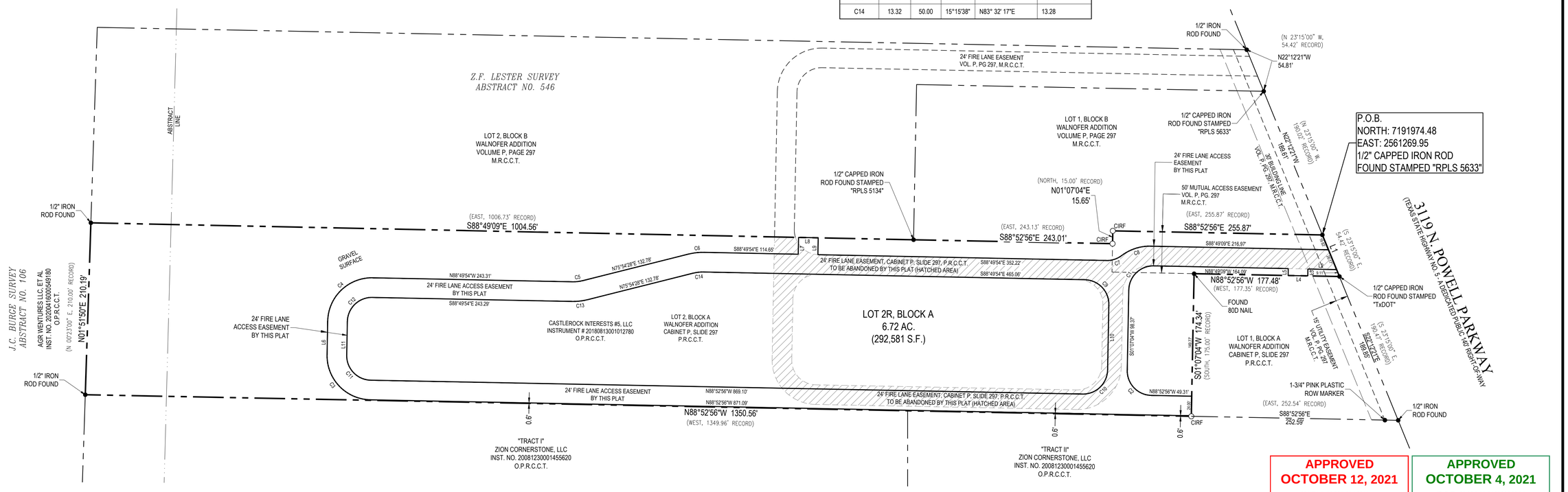
CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	47.16	30.00	90°03'47"	S46° 08' 57"W	42.45
C2	47.12	30.00	90°00'00"	S43° 52' 56"E	42.43
C3	84.81	54.00	89°59'11"	N43° 53' 21"W	76.36
C4	84.82	54.00	90°00'00"	N46° 07' 04"E	76.37
C5	13.32	50.00	15°15'38"	N83° 32' 17"E	13.28
C6	19.71	74.00	15°15'38"	N83° 32' 17"E	19.65
C7	20.04	30.00	38°16'19"	N72° 02' 41"E	19.67
C8	38.07	57.00	38°16'19"	N72° 02' 41"E	37.37
C9	47.10	30.00	89°56'57"	S43° 51' 25"E	42.41
C10	47.09	30.00	89°55'43"	S46° 09' 11"W	42.40
C11	47.13	30.00	90°00'39"	N43° 52' 37"W	42.43
C12	47.12	30.00	90°00'00"	N46° 07' 04"E	42.43
C13	19.71	74.00	15°15'38"	N83° 32' 17"E	19.65
C14	13.32	50.00	15°15'38"	N83° 32' 17"E	13.28





VICINITY MAP

NOT TO SCALE



APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

SURVEY DESCRIPTION:

WHEREAS, CASTLEROCK INTERESTS #5, LLC, are the owners of a tract of land situated in the J.C. Burge Survey, Abstract No. 106, and Z.F. Lester Survey, Abstract No. 546, the City of Anna, Collin County, Texas, being all of Lot 2, Block A, Walnofer Addition, an addition in the City of Anna, according to the plat recorded in Cabinet P, Slide 297, Plat Records, Collin County, Texas, being the same tract of land described in deed to CASTLEROCK INTERESTS #5, LLC, recorded in Instrument Number 20180813001012780, Official Public Records, Collin County, Texas, being more particularly described as follows:

BEGINNING at 1/2"capped iron rod stamped "RPLS 5633" found at the northeast corner of said Lot 2, being on the southwest right-of-way line of N. Powell Parkway, said BEGINNING point having a NAD 83, Zone 4202 (Grid) coordinate value of NORTH:7,191,974.48' and EAST: 2,561,269.95', for reference;

THENCE with the perimeter of said Lot 2, the following calls:

South 22 degrees 20 minutes 16 seconds East, with the southwest right-of-way line of said of N. Powell Parkway, a distance of 54.91 feet to a found 1/2"capped iron rod found stamped "TxDOT";

North 88 degrees 52 minutes 56 seconds West, a distance of 177.48 feet to a found 80D Nail;

South 01 degrees 07 minutes 04 seconds West, a distance of 174.34 feet to a found 1/2" capped iron rod stamped "C.F. Stark RPLS 5084";

North 88 degrees 52 minutes 56 seconds West, a distance of 1,350.56 feet to a found 1/2" iron rod;

North 01 degrees 51 minutes 50 seconds East, a distance of 210.19 feet to a found 1/2" iron rod;

South 88 degrees 49 minutes 09 seconds East, a distance of 1,004.56 feet to a found 1/2"capped iron rod stamped "RPLS 5134";

South 88 degrees 52 minutes 56 seconds East, a distance of 243.01 feet to a found 1/2" capped iron rod stamped "C.F. Stark RPLS 5084";

North 01 degrees 07 minutes 04 seconds East, a distance of 15.65 feet to a found 1/2" capped iron rod stamped "C.F. Stark RPLS 5084";

South 88 degrees 52 minutes 56 seconds East, a distance of 255.87 feet returning to the POINT OF BEGINNING and containing 6.72 acres (292,581 square feet) more or less.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CASTLEROCK INTERESTS #5, LLC acting by and through its duly authorized agent, does hereby adopt this plat, designating the herein described property as LOT 2R, BLOCK A, WALNOFER ADDITION, an addition to the City of Anna, Collin County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the 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. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinanry performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Anna.

WITNESS, my hand at Dallas, Texas, this the _____ day of _____, 2021.

BY: _____
CASTLEROCK INTERESTS #5, LLC

_____ PRINTED NAME _____ TITLE

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said State of Texas, on this day personally appeared _____ on behalf of CASTLEROCK INTERESTS #5, LLC known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2021.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 2021, by the City Council, City of Anna, Texas.

_____
Mayor

_____
City Secretary

Owner's Acknowledgment

I hereby acknowledge this document as the officially approved replat:

_____ Owner's Signature _____ Date

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

That I, CHARLES F. STARK, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Anna.

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

_____
Registered Professional Land Surveyor
Texas Registration No. 5084

STATE OF TEXAS REGISTERED CHARLES F. STARK 5084 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said State of Texas, on this day personally appeared CHARLES F. STARK known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2021.

_____
Notary Public in and for the State of Texas

REPLAT OF LOT 2R, BLOCK A WALNOFER ADDITION

6.72 ACRES
292,581 SQUARE FEET
BEING A REPLAT OF
LOT 2, BLOCK A
WALNOFER ADDITION
Z.F. LESTER SURVEY, ABSTRACT No. 546
J.C. BURGE SURVEY, ABSTRACT No. 106
City of Anna, Collin County, Texas
Cabinet P, Slide 297
Plat Records, Collin County, Texas

PROJECT # 469-9821

SHEET 1 OF 1

FILED FOR RECORD
COLLIN COUNTY, TEXAS PLAT RECORD
CABINET _____, SLIDE _____
DATE _____

OWNER:
CASTLEROCK INTERESTS #5, LLC
6540 CRESTPOINT DRIVE
DALLAS, TX 75254

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
www.barronstark.com

Barron•Stark•Swift
Consulting Engineers
Together.

USER: REYDO LOANCA
PLOT STYLE TABLE: Default.ctb
LAST SAVED: 9/28/2021 1:03 PM
FILE NAME: N:\BARRON-STARK-SWIFT ENGARB - CASTLEMAN CAPITAL\9821 - REPLAT OF AFFORDABLE SELF STORAGE, ANNA TX\00 CD\00 DWG\00 PLAT\469-9821 LOT 2, BLOCK A, WALNOFER - REPLAT.DWG

Item No. 6.p.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Whiterock Subdivision, Block A, Lots 1-5, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
Five single-family residential lots on 5.5± acres located on the east side of Whiterock Trail, 630± feet south of Farm-to-Market 455. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose for the preliminary plat is to propose lot and block boundaries and easements necessary for the creation of the single-family subdivision.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

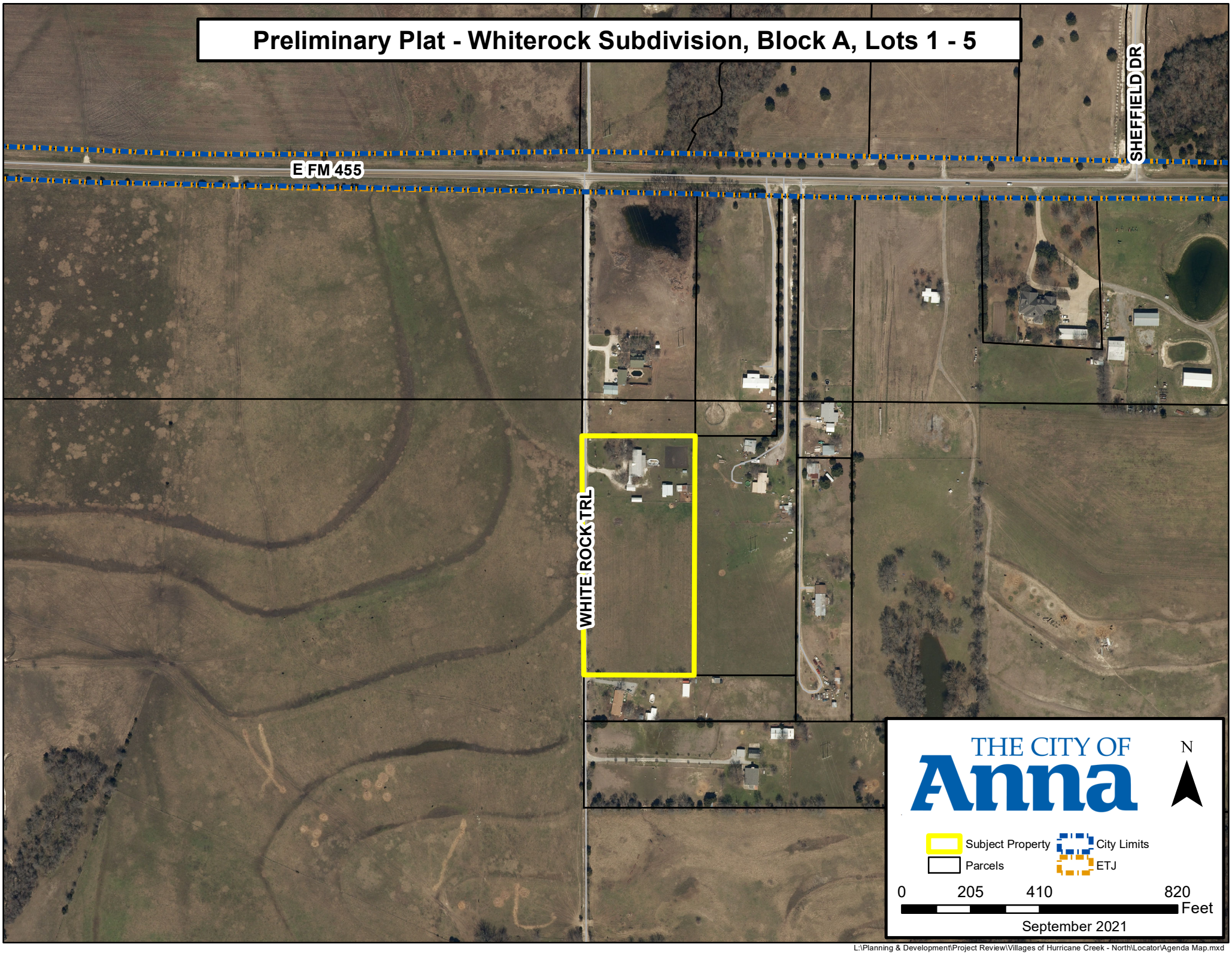
STAFF RECOMMENDATION:
Recommended for approval subject to the on-site sewage facilities review by the County.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (PP) WHITEROCK SUBDIVISION, BL A, Lts 1-5
3. Exhibit A (STAMPED)- White Rock Preliminary Plat

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Preliminary Plat - Whiterock Subdivision, Block A, Lots 1 - 5



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WHITEROCK SUBDIVISION, BLOCK A, LOTS 1-5, PRELIMINARY PLAT

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and

WHEREAS, Kishore Naga has submitted an application for the approval of the Whiterock Subdivision, Block A, Lots 1-5, Preliminary Plat.

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

Recitals Incorporated

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

Approval of Replat.

The City Council hereby approves the Whiterock Subdivision, Block A, Lots 1-5, Preliminary Plat attached hereto as Exhibit A subject to the on-site sewage facility review by Collin County.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October 2021.

ATTEST:	APPROVED:
_____	_____
City Secretary, Carrie L. Land	Mayor, Nate Pike

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS, SIRIVEN LIMITED LIABILITY COMPANY, is the owner of a tract of land situated in the City of Anna, Collin County, Texas, being a part of James Sowell Survey, Abstract No. 858, being all of a called 5.50 acre tract of land described in a General Warranty Deed to Siriven Limited Liability Company, as recorded in Instrument No. 20210607001145430, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 5.50 acre tract of land and the southwest corner of a called 5.62 acre tract of land described in a Correction Affidavit to Naweed Anjum and Waseem Akram, as recorded in Instrument No. 20180802000967720, O.P.R.C.C.T., said iron rod being in the east line of a tract of land described in a Warranty Deed to Rosamond Sherley Elliott Trust and R.M. Sherley Trust as recorded in Volume 3200, Page 922, Deed Records, Collin County, Texas;

THENCE South 89 degrees 46 minutes 55 seconds East, a distance of 336.73 feet along the north line of said 5.50 acre tract of land and the south line of said 5.62 acre tract of land to a one-half inch iron rod found at the northeast corner of said 5.50 acre tract of land, the southeast corner of said 5.62 acre tract of land, the southwest corner of a called 4.00 acre tract of land described in a General Warranty Deed to Randy R. Lavene and Rebecca S. Lavene, as recorded in Instrument No. 20070411000488540, O.P.R.C.C.T. and an angle point of a called 5.956 acre tract of land described in a General Warranty Deed with Vendor's Lien to Matthew Fortner, as recorded in Instrument No. 20140417000368770, O.P.R.C.C.T.;

THENCE South 00 degrees 16 minutes 42 seconds West, distance of 713.11 feet along the east line of said 5.50 acre tract of land and the west line of said 5.956 acre tract of land to an eight inch wood fence corner post found at the southeast corner of said 5.50 acre tract of land and the southwest corner of said 5.956 acre tract of land, said point being in the north line of a called 2.005 acre tract of land described in a General Warranty Deed with Vendor's Lien to Susan K. Vitti, as recorded in Instrument No. 20110331000339370, O.P.R.C.C.T., from which a three inch steel fence corner post bears South 26 degrees 16 minutes 26 seconds East a distance of 0.47 feet;

THENCE North 89 degrees 50 minutes 55 seconds West, a distance of 334.88 feet along the south line of said 5.50 acre tract of land and the north line of said 2.005 acre tract of land to a one-half inch iron rod found at the southwest corner of said 5.50 acre tract of land and the northwest corner of said 2.005 acre tract of land, said iron rod being in the east line of said Sherley tract of land;

THENCE North 00 degrees 07 minutes 28 seconds East, a distance of 713.50 feet along the west line of said 5.50 acre tract of land and the east line of said Sherley tract of land to the **POINT OF BEGINNING** and containing 239,530 square feet or 5.499 acres tract of land.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT SIRIVEN LIMITED LIABILITY COMPANY; acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as, **WHITEROCK SUBDIVISION, BLOCK A, LOTS 1-5,** an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.

WITNESS, my hand, this the _____ day of _____, 2021.

BY:

_____

Authorized Signature of Owner

_____

Printed Name and Title

STATE OF TEXAS §

COUNTY OF _____§

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office,this the _____ day of _____, 2021.

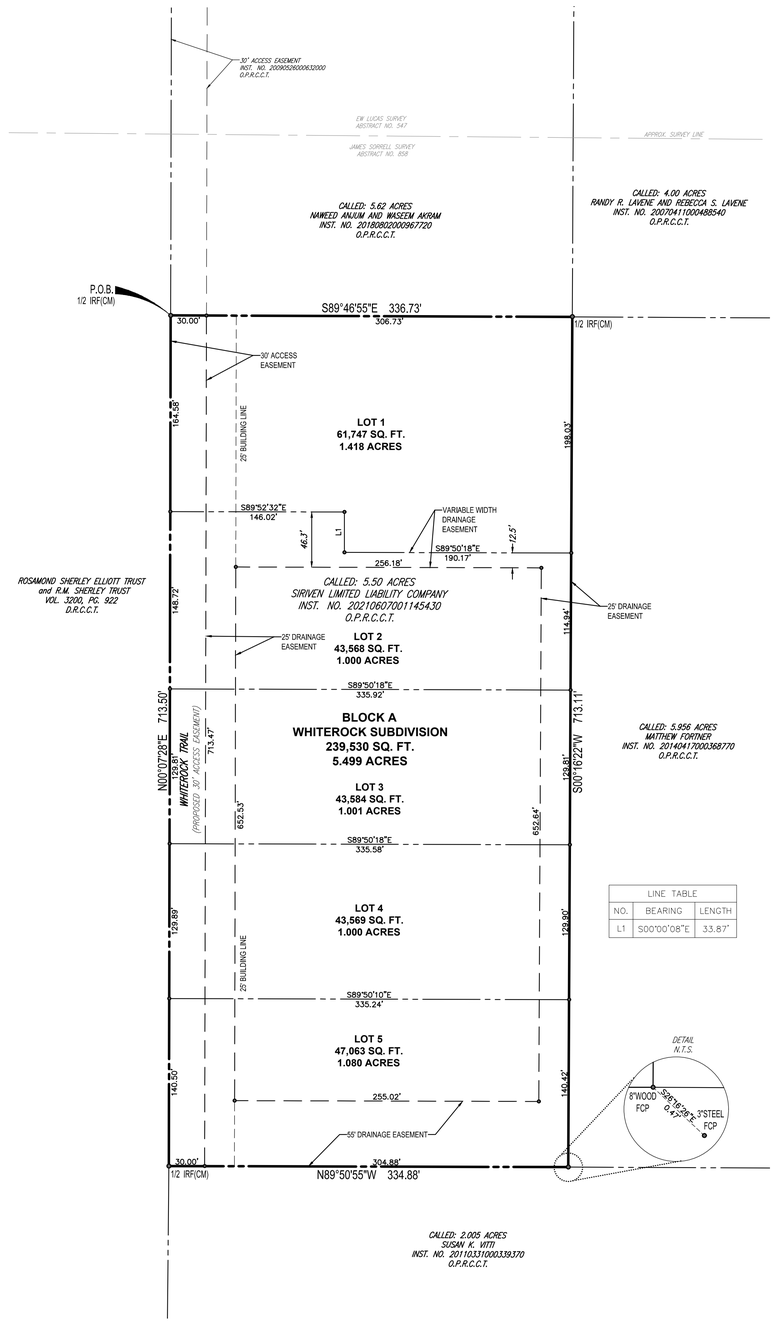
_____

Notary Public in and for the State of Texas

_____

My Commission Expires On:

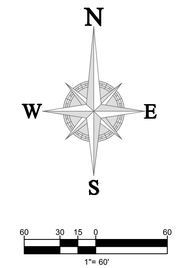
BOHLER ENGINEERING ALL RIGHTS RESERVED
USE OF THIS DOCUMENT IN WHOLE OR IN PART OTHER THAN THE ORIGINAL PROJECT OR THE COPYING OR REUSE OF THIS DOCUMENT OR PARTS THEREOF FOR OTHER PURPOSES IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED.

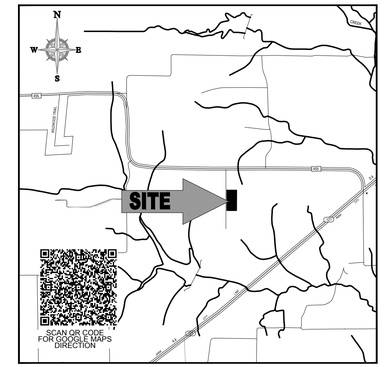


LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°00'08"E	33.87'

LEGEND

P.O.B.	POINT FOR BEGINNING
IRF	IRON ROD FOUND
PFC	POINT FOR CORNER
FCP	FENCE CORNER POST
N.T.S.	NOT TO SCALE
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
SQ. FT.	SQUARE FEET
INST. NO.	INSTRUMENT NUMBER
VOL. PG.	VOLUME PAGE
(CM)	CONTROLLING MONUMENT





LOCATION MAP

SCALE: N.T.S.

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Billy M. Logsdon, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Anna.

Dated this the ___ day of _____, 2021.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document".

_____

Billy M. Logsdon, Jr.,
Registered Professional Land Surveyor No. 6487

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 Billy M Logsdon, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2021.

_____

Notary Public, State of Texas

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

CITY OF ANNA §

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

GENERAL NOTES:

1. All corners are one-half inch iron rods with yellow cap stamp "Bohler Eng." unless otherwise noted.
2. The basis of bearing is derived from the Texas WDS RTK Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83.
3. According to Community Panel No. 48085C0160J dated June 02, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. Although the site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.
4. The propose of this plat is to subdivide an existing tract of land into individual lots and add necessary easements for development of the lots.
5. Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT

WHITEROCK SUBDIVISION

BLOCK A, LOTS 1–5

5.500 ACRES OUT OF THE
JAMES SORRELL SURVEY, ABSTRACT NO. 858

CITY OF ANNA, COLLIN COUNTY, TEXAS

SIRIVEN LLC
7323 SARATOGA WAY
IRVING, TEXAS 75063
703-220-1108

Approved this _____ day of _____ 2021, by the City Council of the City of Anna, Texas.

_____

Mayor

_____

City secretary

EXHIBIT A

BOHLER™
6017 MAIN STREET
FRISCO, TEXAS 75034
469.458.7300
www.bohlerengineering.com
TBPE No. 18065
TBPLS No. 10194413
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING · PROGRAM MANAGEMENT · LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN · PERMITTING SERVICES · TRANSPORTATION SERVICES

FILE NO.	DATE	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
TSD212033	09/08/21	ASA	BL	BL	1" = 60'	1 OF 1

OWNER/DEVELOPER:
SIRIVEN LIMITED LIABILITY COMPANY
7323 SARATOGA WAY
IRVING, TEXAS 75063
PHONE:(703) 220-1108
CONTACT: KISHORE NAGA

SURVEYOR:
BOHLER ENGINEERING
6017 MAIN ST.
FRISCO, TX 75034
PHONE:(469)458-7300
CONATCT: BILLY M LOGSDON, JR

Item No. 6.q.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Gregory Peters

AGENDA ITEM:
Approve a Resolution authorizing the City Manager to execute a professional services agreement with Project Advocates for project scoping services on the Anna Public Library project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:
In May of this year, Anna Neighbors approved Bond Proposition B for the creation of a public library, including an overall project budget of $22,000,000. Since that time, the City has been working on the preliminary stages of the project, including the completion of a multidisciplinary RFQ process which allowed the City to identify a short list of high quality professional engineering, architectural design, and general contractor construction firms.

Now that the first phase of funding is in place and available, the City is ready to move into the pre-design phase of the project, where a due diligence process will be completed and a firm scope for the project will be identified. This process will create a clear path to success of the project, and ensure that the project stays on-track, on budget, and within the goals set forth for the project by the City Council.

Project Advocates is a firm that specializes in providing owners with a strong advocate to ensure that the owner's vision, budget, and needs come first throughout the course of a construction project. They will work with the City to complete a 3-step due diligence process which includes:

1. Project Scoping Exercise
    a. Working with City Staff and the City Council to identify Facility Use needs
    b. Coordinated tour of other libraries and the establishment of comparison libraries to use for the project scope
    c. Identifying space allocation for the facility and each use-type
    d. Identifying technology services needed for a modern library and how to implement those technologies
2. Establishment of a detailed Project Charter, to be formally adopted by the City Council, which includes:
    a. Project Goals and Objectives
    b. Guidelines for stakeholder input and creation of a board to provide input
    c. Guidelines for a specific public input process to follow
    d. Creation of Design Team Constraints to ensure the design team stays

within the focus areas of the project and on budget

e. Assistance in the design team selection process from the shortlisted firms identified in the City's previous RFQ
f. Creation of Contractor constraints to ensure that the project stays on time and on budget

3. Initial Cost Planning through a Project Cost Plan which includes:
    a. Construction cost estimates
    b. Cash flow analysis
    c. Furniture, storage, equipment, materials costs
    d. Design/testing costs

Staff feels very strongly that the process explained above is critical to the success of this project. Adoption of a comprehensive Project Charter will ensure that the community, City Council, staff, design team, and construction teams are all on the same page throughout the process. Staff believe that the services provided by Project Advocates will result in a more efficient, more cost-effective, and more successful project.

FINANCIAL IMPACT:

The proposed scope of services has a total estimated cost of $49,932.00. The funding source will be Bond Funds for the Library.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

1. RES. Professional Services - Project Advocates

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	New - 1/1/1900

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND PROJECT ADVOCATES FOR DUE DILIGENCE SERVICES ON THE ANNA PUBLIC LIBRARY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna voters approved Bond Proposition B for the construction of a public library in Anna, Texas ("the Project"); and

WHEREAS, the City is entering into the pre-design phase of the project to finalize a project scope, develop a more detailed budget for design and construction, and create a Project Charter for the project; and

WHEREAS, Project Advocates is a professional services firm which provides project management and owner representation services for design and construction projects; and

WHEREAS, the City is seeking to contract with Project Advocates to complete pre-design and due diligence services on the Anna Public Library project on a fixed fee basis totaling $49,932.00; and

WHEREAS, the services provided by Project Advocates will be funded through 2021 Bond Funds; and

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. Authorization.

The City Council hereby approves entering into and authorizes the City Manager to execute a professional services agreement with Project Advocates as shown in Exhibit "A" attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ___ day of _____, 2021.

ATTEST:

_____

City Secretary, Carrie L. Land

APPROVED:

_____

Mayor, Nate Pike

EXHIBIT "A"

This ***Agreement*** dated October 6th, 2021, between the Owner, City of Anna, and the Project Advisor, Project Advocates (PA), shall define the services and terms agreed to execute the services for the Project located in Anna, Texas, designed by the Architect TBD. The facility program has yet to be determined and the Target Value Design is $22,000,000.

The **Owner's Designated Representative** is Greg Peters.

The Project Advocate's **Designated Representatives** are Phil Miller and Alma Zamora.

Due Diligence:

Project Advisor will represent Owner in a respectful and cognizant manner that is demonstrative of Owner's organizational culture and values. Identify the Project Charter objectives, location, size, general program scope, and any unique aspects. Work with owner to complete an initial Capital Expenditures Budget. Work with Owner Stakeholders from all departments to establish and maintain Owner's design standards.

The scope of work is detailed below and shall include Project Scoping Exercise, establishing a Project Charter, Big Bar Schedule, and Cost Planning.

Project Scoping Exercise:

a. Working with the Neighborhood Services Department's consultant – Orange Boy, to define:
    i. Facility Use needs
        1. Coordinate Library Tours
        2. Develop a Choosing by Advantages (CBA) matrix of said libraries
        3. Establish two libraries for comparisons
    ii. Space allocation
    iii. Technology services for a modern library & community center

Establishment of a Project Charter:

b. Preparation of a Detailed Project Charter, to be adopted formally by the City Council, including:
    i. Advise on Project Goals and Objectives
        1. Based on the scoping exercise above
    ii. Provide recommended guidelines for 'Library Council' member selection, to be used as a starting point in the selection process. The 'Library Council' will have the following role in the project:
        1. General input in the Architect selection
        2. General input in the design aesthetics
        3. General input on the Contractor selection
    iii. Public Input Process
        1. Specific public input process, limitations, scope, and controls to allow for public input within specific time frames and with limitations

iv. Advise on Establishing Design Team Constraints
    1. Defined role of the design team in the process
    2. Design Team responsibilities and limitations on their authority
    3. Recommended required experience, qualifications, capabilities, and key interview questions to be used in selection process
    4. Specific design scope boundaries for the design team to stay within
    5. Building Materials Scope - Use of readily available and cost-effective building materials (no rare or unreasonably difficult to acquire items which inflate costs and acquisition time)

v. Design Team RFQ
    1. Produce Request for Qualifications for the Design Team
    2. Advertise and issue RFQ for Design Team Qualifications
    3. Collect RFQ submissions and prepare a comparison report
    4. With the City of Anna, review submissions, comparison report, and shortlist design team.

vi. Produce Design Team RFP
    1. Based on approved Project Charter, Project Big Bar Schedule, Cost Planner, and Orange Boy's Preliminary Report

vii. Contractor Constraints
    1. Defined role of the contractor in the process
        a. Recommended method of bid/contracting for this project
        b. Recommended qualifications/requirements to be included in the Bid/SOQ/Selection process

Initial Cost Planning:

Project Advisor will represent Owner in a confidential, respectful, and cognizant manner that is demonstrative of Owner's organizational culture and values. Project Advocates will work with owner to complete an initial Capital Expenditures Budget.

a. Preparation of a project cost plan for the project, including:
    i. Construction Costs
    ii. Cash Flow Analysis
    iii. FF&E Costs, including:
        1. Furniture
        2. Storage
        3. Equipment
        4. Books/Materials for public consumption
    iv. Engineering and Architecture (Design Services) Costs
    v. Geotechnical Analysis/Report/Recommendations Costs
    vi. Material Testing Costs
        1. Soil/Geotech
        2. Paving/Site Materials
        3. Building Pad/Fill

vii. Building Testing Costs
   1. Building Envelope Testing
   2. HVAC Testing & Balancing
   3. Building Commissioning

The fee for Due Diligence Services shall not exceed $49,932, per services described above (plus reimbursable expenses up to $1,000 without prior approval, any expenses above that amount will be pre-approved). It is anticipated that the schedule to complete the Due Diligence Services shall not extend for more than 7 months from the initial meeting, of said project. If the time to complete is extended for any reason, both parties reserve the right to renegotiate the fee or terminate the Agreement.

Reimbursable Costs during Due Diligence Services: All travel expenses, printing, permitting, design related consultant costs, project website & document management services, and any site related costs.

Basic Design (Pre-construction) Project Control Services:
*****Services available, but not in contract currently*****

- Manage the design team selection process. Request for proposals, analyze responses, organize interviews (if necessary), and advise Owner in selection and negotiating business terms of contract.
- Review design and other professional services to ensure that Owner's project objectives are considered regarding schedule, scope, and cost.
- Scope Definition and Benchmarking. (Continuing)
- Conceptual and Detailed Cost Estimating. (Continuing)
- Conceptual Modeling and Site Adaptation as necessary, for estimating and communicating alternatives.
- Advise Owner on Design Team contract options and execution in concert with the purchasing department.
- Advise Owner on most suitable form of construction contract, and the method of construction contractor selection.
- Value Analysis, Constructability, and Design Change Management.
- Schedule, organize, and monitor public approval process to obtain all required reviews and permits.
- Preconstruction Scheduling.
- Manage the construction contractor selection process. Prepare competitive request for proposals, analyze responses, organize interviews (if necessary), and advise Owner in selection and negotiating business terms of contract.

Construction Project Control Services:
*****Services available, but not in contract currently*****

- Review ASIs and RFIs as required to manage changes in scope.
- Recommend procurement process for owner furnished items.
- Provide ongoing value analysis and constructability recommendations.
- Pay-application review.
- Regularly Observe/Monitor construction activity.
- Review proposed Change Orders and impacts to the construction Budget.
- Monitor general contractor's schedule and progress.

- Attend OAC meetings.
- Assist in punch list preparation and monitor completion.

Terms and Conditions:

Extent of Project Advisor's Responsibilities: The Project Advisor shall exercise reasonable care in preparing schedules and estimates. The Project Advisor, however, does not warrant or guarantee estimates and schedule except as may be agreed to in a separate agreement, as part of a Guaranteed Maximum Price contract. The Project Advisor is not required to design the Project within the Owner's budget or to ascertain that the drawings and specifications are so designed or are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Project Advisor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Project Advisor.

Conflict Resolution: Both parties agree to resolve conflicts starting with mediation. Both parties agree that liability and damage claims shall not exceed the value of the fees identified in this agreement.

Termination: The Owner may terminate this agreement with thirty (30) days written notice with or without cause and the Project Advisor may also terminate the agreement with fourteen (14) days written notice if payment terms are not met or agreement is extended past the agreed upon schedule for the preconstruction phase services. Project Advisor shall be paid for all services provided up to the date of termination plus reasonable demobilization costs.

Payment Terms: Services and fees are to be provided as authorized and shall be invoiced monthly as a prorate amount of the fixed fee over the agreed upon duration of the project or as incurred if engaged for hourly services. Invoices shall be paid within thirty (30) days of receipt.

The undersigned agrees to the terms of this agreement hereby gives notice to proceed with executing the Preconstruction Services.

CLIENT, _____	**Project Advisor, Project Advocates**
BY: _____	**BY:**
TITLE: _____	**TITLE:** Principal
DATE: _____	**DATE:** 10.06.2021

Item No. 6.r.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a First Amended and Restated Impact fee Reimbursement Agreement for Shadowbend Subdivision. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

LGI Homes, LLC is the developer of Shadowbend Subdivision, located at the northwest corner of State Highway 5 and Rosamond Parkway in Anna, Texas. The development has two phases. As a part of the project, LGI is constructing segments of both Rosamond Parway and West Crossing Boulevard. Both Rosamond Parkway and West Crossing Boulevard are included in the City of Anna Master Thoroughfare Plan as shown in Exhibit A, and per State Law, are eligible for impact fee reimbursement.

In Phase 1, LGI recently completed construction of a portion of Rosamond Parkway. The original Impact Fee Reimbursement Agreement was approved by Resolution 2020-03-695, attached as Exhibit B. LGI is now moving forward on Phase 2 of the project, and will be constructing West Crossing Boulevard within their development north of Rosamond Parkway.

This agreement authorizes the City to reimburse roadway impact fees collected as building permits are issued. The reimbursements will be provided to LGI up to the cost of constructing Rosamond Parkway and West Crossing Boulevard in accordance with State Law.

The segments of Rosamond Parkway are complete, and it is anticipated that construction of West Crossing Boulevard will commence in 2022. The agreement includes a requirement for the construction of West Crossing to commence no later than June 1, 2022. This agreement allows for the continued construction of major roadways in Anna which are necessary to accommodate traffic throughout the community as we grow.

FINANCIAL IMPACT:

The funding will be from Roadway Impact Fees collected from building permits within the development. No taxpayer funding is required.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. Exhibit A - Anna 2045 Master Thoroughfare Plan
2. Exhibit B - Res 2020-03-695 Shadowbend Ph 1 Final Plat
3. RES. Shadowbend Impact Fee Reimbursement C03029D20210922CR1 final
4. Impact Fee Reimbursement Agreement - Signed

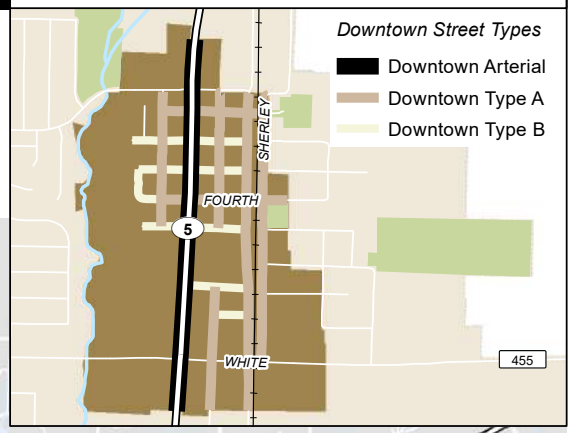
APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

ANNA 2045 MASTER THOROUGHFARE PLAN

- Major Highway
- Major Arterial (120' ROW) - Existing
- Major Arterial (120' ROW) - New
- Minor Arterial (90' ROW) - Existing
- Minor Arterial (90' ROW) - New
- Major Collector (80' ROW) - Existing
- Major Collector (80' ROW) - New
- Minor Collector (60' ROW) - Existing
- Minor Collector (60' ROW) - New
- Anna City Limits
- Proposed Downtown Core
- Anna ETJ
- Railroads
- Parks
- Lakes
- Streams

DOWNTOWN INSET MAP



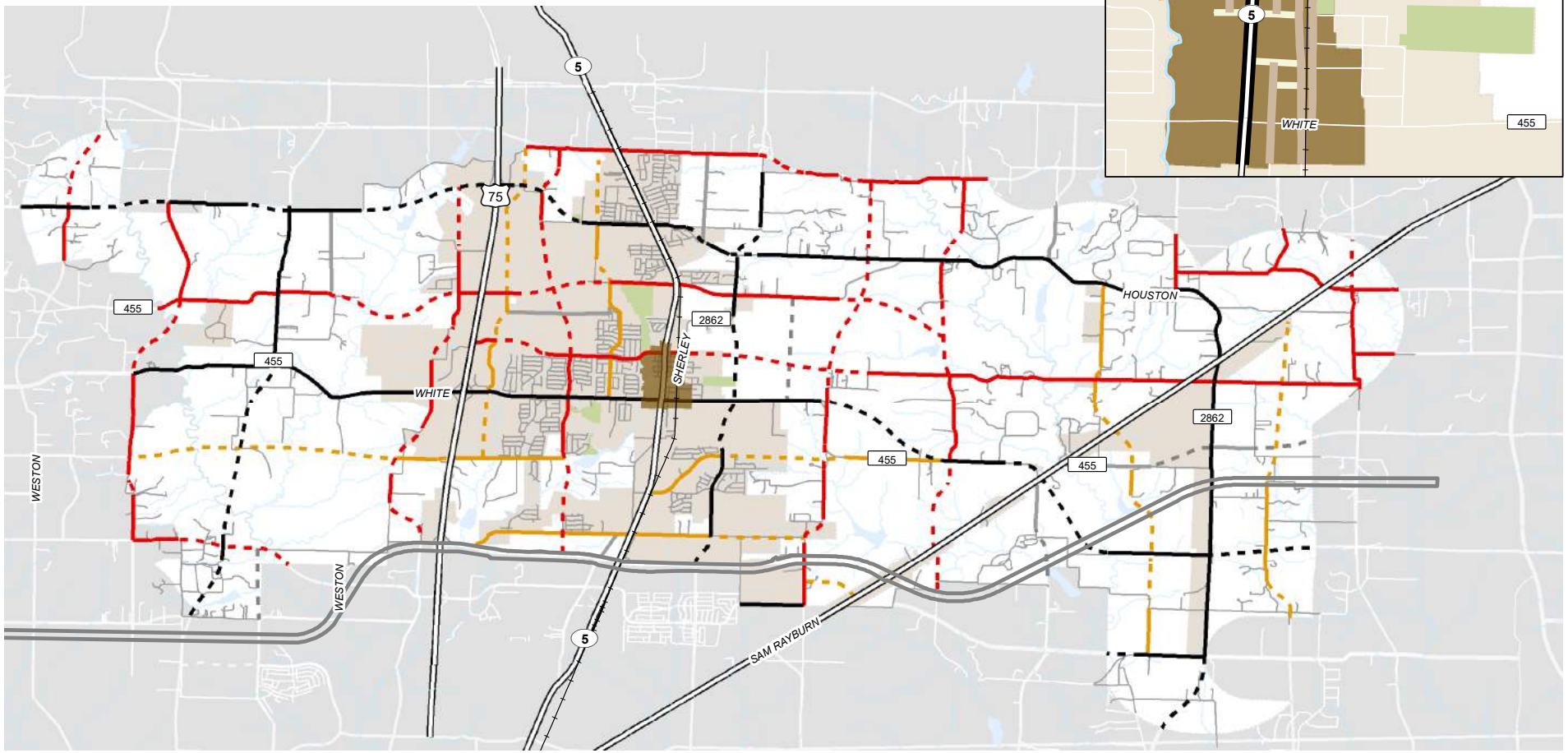


EXHIBIT 6.11

MASTER THOROUGHFARE PLAN

CITY OF ANNA, TEXAS

RESOLUTION NO. 2020-03-695

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FINAL PLAT OF SHADOWBEND PHASE 1.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and

WHEREAS, Pape-Dawson Engineering has submitted an application for approval of a Final Plat of Shadowbend Phase 1;

WHEREAS, The Final Plat of Shadowbend Phase 1 generally conforms to the Preliminary Plat of Shadowbend Phase 1;

WHEREAS, The Final Plat of Shadowbend Phase 1 conforms to the existing zoning;

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 of Final Plat

The City Council hereby approves the final plat of Shadowbend Phase1 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 10th day of March 2020.

ATTEST:

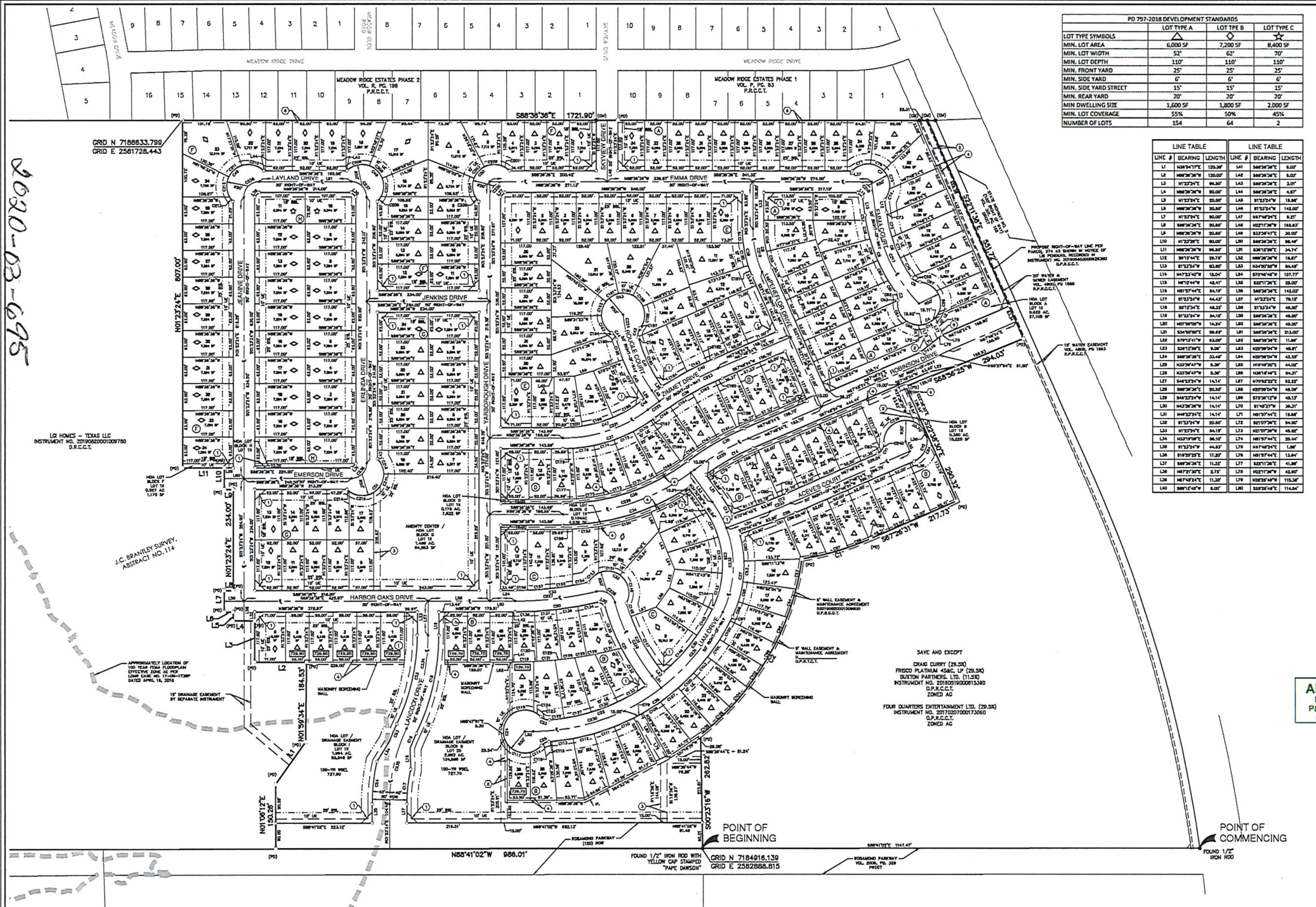
Carrie L. Land

City Secretary, Carrie L. Land

CITY OF ANNA TEXAS

APPROVED:

Mayor Pro Tem, Lee Miller



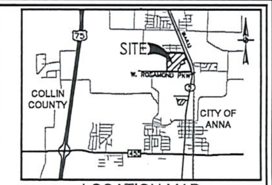
PD 797-2018 DEVELOPMENT STANDARDS			
	LOT TYPE A	LOT TPE B	LOT TYPE C
LOT TYPE SYMBOLS	△	◇	☆
MIN. LOT AREA	6,000 SF	7,200 SF	8,400 SF
MIN. LOT WIDTH	52'	62'	70'
MIN. LOT DEPTH	110'	110'	110'
MIN. FRONT YARD	25'	25'	25'
MIN. SIDE YARD	6'	6'	6'
MIN. SIDE YARD STREET	15'	15'	15'
MIN. REAR YARD	20'	20'	20'
MIN DWELLING SIZE	1,600 SF	1,800 SF	2,000 SF
MIN. LOT COVERAGE	55%	50%	45%
NUMBER OF LOTS	154	64	2

LINE TABLE

LINE #	BEARING	LENGTH
L1	N36°34'17"E	120.36'
L2	N88°36'36"W	120.00'
L3	N1°23'24"E	96.50'
L4	N88°36'36"W	90.00'
L5	N1°23'24"E	20.50'
L6	N88°36'36"W	20.50'
L7	N1°23'24"E	90.00'
L8	S88°36'36"E	20.50'
L9	N88°36'36"W	20.50'
L10	N1°23'28"E	90.00'
L11	N88°36'36"W	96.50'
L12	S8°10'44"E	29.79'
L13	S1°23'24"W	83.80'
L14	N47°23'40"W	15.04'
L15	N8°10'44"W	42.41'
L16	N51°57'44"E	84.19'
L17	S1°23'24"W	44.43'
L18	S0°12'34"E	48.32'
L19	S1°23'24"W	84.18'
L20	N57°39'05"W	14.24'
L21	S34°50'55"E	89.89'
L22	S79°13'41"W	83.00'
L23	S38°12'39"E	9.06'
L24	S88°36'36"E	33.48'
L25	N33°39'47"W	5.39'
L26	N33°39'47"W	5.39'
L27	S46°23'24"W	14.14'
L28	S88°36'36"E	20.50'
L29	S46°23'24"W	14.14'
L30	N43°36'36"W	14.14'
L31	N46°23'24"E	14.14'
L32	S1°23'24"W	20.50'
L33	N1°23'24"E	54.15'
L34	N33°19'09"E	96.10'
L35	S1°23'24"W	44.83'
L36	S18°20'25"E	17.20'
L37	S88°36'36"E	11.32'
L38	N87°21'30"E	2.75'
L39	N87°48'24"E	11.30'
L40	S89°12'45"W	8.00'

LINE TABLE

LINE #	BEARING	LENGTH
L41	S88°36'36"E	8.03'
L42	S88°36'36"E	8.03'
L43	S88°36'36"E	2.01'
L44	S88°36'36"E	4.87'
L45	S1°23'24"W	18.86'
L46	S1°23'24"W	142.00'
L47	N87°48'24"E	8.21'
L48	N22°11'36"W	188.63'
L49	S33°39'47"E	30.00'
L50	S88°36'36"E	98.49'
L51	S36°12'39"E	34.74'
L52	N88°36'36"W	18.87'
L53	N34°50'55"W	84.48'
L54	S70°46'45"W	107.77'
L55	S22°11'36"E	25.00'
L56	S88°36'36"E	142.03'
L57	N1°23'24"E	79.15'
L58	S1°23'24"W	48.00'
L59	S88°36'36"E	48.00'
L60	S88°36'36"E	48.50'
L61	S88°36'36"E	213.00'
L62	S88°36'36"E	11.96'
L63	N20°39'04"W	46.81'
L64	N20°39'04"W	42.35'
L65	N18°49'20"E	44.02'
L66	N36°18'48"E	54.31'
L67	N70°52'22"E	82.22'
L68	N20°39'04"W	48.09'
L69	S75°36'12"W	45.13'
L70	S1°45'27"W	36.31'
L71	N51°57'44"E	15.86'
L72	S21°07'30"E	54.50'
L73	N21°07'30"W	48.82'
L74	N51°57'44"E	20.44'
L75	N87°48'24"E	1.86'
L76	N51°57'44"E	13.84'
L77	S22°11'36"E	41.86'
L78	N22°11'36"W	42.80'
L79	N28°28'48"W	115.36'
L80	S28°28'48"E	114.84'



LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 100'
0' 100' 200' 300'

LEGEND

AC ACRE(S)
ARB ARBITRARY
BLOCK
BSL BUILDING SETBACK LINE
CATV CABLE TELEVISION
CB COUNTY BLOCK
OPRCCT OPEN PUBLIC RECORDS COLLIN COUNTY, TEXAS
DRCCT DEED RECORDS COLLIN COUNTY, TEXAS
DOC DOCUMENT NUMBER
PRCCT PLAT RECORDS COLLIN COUNTY, TEXAS
DR DEED RECORDS OF BEXAR COUNTY, TEXAS
ELEC ELECTRIC
ESMT EASEMENT
ETJ EXTRATERRITORIAL JURISDICTION
FFE FINISHED FLOOR ELEVATION
UE UTILITY EASEMENT
GETCTV GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
IN/EG INGRESS/EGRESS
INT INTERSECTION
MPRCCT MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS
NCB NEW CITY BLOCK
OHE OVERHEAD ELECTRIC
VOL VOLUME
PG PAGE(S)
(PUD) PLANNED UNIT DEVELOPMENT
PR PRIVATE
RB RADIAL BEARING
ROW RIGHT-OF-WAY
RW RECYCLED WATER
SD STORM DRAINAGE
SG SIGNAGE
SS SANITARY SEWER
TA TURNAROUND
TELE TELEPHONE
VAR WID VARIABLE WIDTH
VNAE VEHICULAR NON-ACCESS EASEMENT (NOT-TO-SCALE)
W WATER
REPETITIVE BEARING AND/OR DISTANCE
SIDEWALK CONSTRUCTED WITH A PASSING SPACE
(SURVEYOR) FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
SET 1/2" IRON ROD (PD)
SET 1/2" IRON ROD (PD)-ROW
(TYPE I, II OR III) FOUND TXDOT MONUMENTATION
FOUND MONUMENTATION
2 PD LOT LINE
DENOTES ADDRESS OF LOT
1234.56 MINIMUM FINISHED FLOOR ELEVATION

EFFECTIVE (EXISTING) FEMA 1% ANNUAL CHANCE (100-YR) FLOODPLAIN
EFFECTIVE (EXISTING) FEMA 0.2% ANNUAL CHANCE (500-YR) FLOODPLAIN
PROPOSED FEMA 1% ANNUAL CHANCE (100-YR) FLOODPLAIN
1% ANNUAL CHANCE (100-YR) FUTURE CONDITIONS FLOODPLAIN
ORIGINAL SURVEY/COUNTY LINE
LAND TIE/HOOK
CENTERLINE

1. 25' VISIBILITY, ACCESS AND MAINTENANCE EASEMENT (VAM) SIDEWALK EASEMENT (SWE)
2. 15' WATERLINE EASEMENT TO THE CITY OF ANNA
3. 15' SANITARY SEWER EASEMENT TO THE CITY OF ANNA
4. 5' WALL MAINTENANCE EASEMENT TO H.O.A.
5. 15' DRAINAGE EASEMENT TO THE CITY OF ANNA
6. 5' PRIVATE DRAINAGE EASEMENT

APPROVED
MARCH 2, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
MARCH 10, 2020
CITY COUNCIL
CITY OF ANNA

FINAL PLAT
OF
SHADOWBEND, PH-1

LOTS 1-34, 1X, BLOCK A; LOTS 1-42, 2X, BLOCK B; LOTS 1-12, 1X, BLOCK C; LOTS 1-13, 1X, BLOCK D; LOTS 1-35, BLOCK E; LOTS 1-34, 1X, BLOCK F; LOTS 1-24, 1X, BLOCK G; LOTS 1-20, 1X, BLOCK H; LOTS 1-6, 1X, BLOCK I.

BEING A 57.64 ACRES SITUATED IN THE J.C BRANTLEY, ABSTRACT NUMBER 114 IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS.

PLANNED DEVELOPMENT
(ORDINANCE 797-2018)

154 TYPE "A" RESIDENTIAL LOTS
64 TYPE "B" RESIDENTIAL LOTS
2 TYPE "C" RESIDENTIAL LOTS
9 COMMON AREA LOTS

DEVELOPER / OWNER:
LGI HOMES - TEXAS, LLC
1450 LAKE ROBBINS DR, SUITE 430
THE WOODLANDS, TX 77380
(281) 210-5484
ELAINE.TORRES@LGIHOMES.COM

SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
5700 W. PLANO PARKWAY, SUITE 2500
PLANO, TEXAS 75093
TEL: (214) 420-8494
TBPLS FIRM NO. 10194300

PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PKWY, STE 425 | PLANO, TX 75024 | 214.420.8494
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10194390

DATE OF PREPARATION: FEBRUARY 24, 2020

SHEET 1 OF 2

EXHIBIT A
1 of 2

2020-03-695

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	829.07'	13°09'36"	S74°36'01"W	189.97'	190.40'
C2	830.21'	43°49'37"	S31°10'35"W	470.38'	482.06'
C3	25.00'	44°18'02"	N11°54'24"W	18.85'	19.33'
C4	50.00'	276°06'31"	S02°11'01"W	66.98'	240.94'
C5	25.00'	52°56'46"	S59°22'31"E	22.29'	23.10'
C6	350.00'	26°43'24"	S19°32'29"E	161.77'	163.24'
C7	50.00'	177°22'52"	S47°23'40"E	99.97'	154.79'
C8	225.00'	23°36'00"	S10°24'06"E	91.96'	92.61'
C9	400.00'	27°52'41"	N20°07'05"W	192.71'	194.63'
C10	50.00'	250°31'44"	S57°27'28"E	81.85'	218.63'
C11	25.00'	70°31'44"	N32°32'32"E	28.87'	30.77'
C12	975.00'	2°58'21"	N88°17'34"E	50.58'	50.58'
C13	275.00'	10°24'42"	S29°36'34"E	49.90'	49.97'
C14	575.00'	12°29'33"	S61°33'37"W	125.12'	125.37'
C15	50.00'	58°21'40"	N82°34'37"E	48.76'	50.93'
C16	50.00'	80°53'30"	S8°56'36"W	64.87'	70.59'
C17	360.00'	12°52'04"	S7°46'29"W	80.66'	80.85'
C18	375.00'	5°42'04"	S24°16'29"W	37.30'	37.31'
C19	525.00'	25°44'07"	S14°15'27"W	233.84'	235.81'
C20	825.00'	13°36'48"	S84°35'00"W	195.58'	196.02'
C21	525.49'	23°07'54"	N25°36'04"W	210.71'	212.15'
C22	460.00'	29°47'42"	N71°47'12"E	236.52'	239.21'
C23	25.00'	51°22'27"	S87°37'43"E	21.67'	22.42'
C24	50.00'	276°14'42"	N0°03'30"W	66.75'	241.07'
C25	25.00'	45°28'44"	S64°33'11"W	19.33'	19.84'
C26	310.00'	60°30'12"	S56°36'57"W	314.52'	339.29'
C27	275.00'	40°42'39"	S6°21'01"W	191.31'	195.40'
C28	1025.00'	2°56'21"	S89°17'34"W	53.17'	53.18'
C29	225.00'	61°33'18"	N4°04'17"W	230.27'	241.72'
C30	460.00'	23°57'45"	N36°41'13"E	190.96'	192.36'
C31	475.00'	21°03'18"	S25°41'20"E	173.57'	174.55'
C32	50.00'	179°51'17"	S59°36'47"E	100.00'	156.96'
C33	775.00'	12°38'48"	N85°04'00"E	170.72'	171.06'
C34	525.00'	33°30'33"	S74°36'07"W	302.59'	307.04'
C35	825.00'	13°32'21"	N60°32'14"E	190.96'	191.33'
C36	475.00'	37°27'21"	N72°36'43"E	305.02'	310.52'
C37	348.00'	37°27'21"	S72°36'43"W	223.47'	227.50'
C38	792.00'	13°32'21"	S60°32'14"W	181.53'	182.07'
C39	275.00'	23°36'00"	N10°24'06"W	112.50'	113.19'
C40	802.00'	9°41'00"	N82°57'34"E	135.38'	135.54'
C41	300.00'	20°00'32"	S23°36'31"E	121.81'	122.23'
C42	25.00'	52°56'46"	S12°46'06"W	22.29'	23.10'
C43	50.00'	276°06'31"	N81°14'46"E	66.98'	240.94'
C44	25.00'	44°18'02"	N34°36'56"W	18.86'	19.33'
C45	400.00'	21°09'30"	N23°04'32"W	146.91'	147.75'
C46	802.00'	0°36'58"	N84°14'33"E	8.63'	8.63'
C47	298.00'	37°27'21"	N72°36'43"E	191.36'	194.81'
C48	50.00'	179°51'45"	S43°36'36"E	100.00'	156.96'
C49	50.00'	179°51'45"	N46°23'24"E	100.00'	156.96'
C50	50.00'	179°51'45"	N46°23'24"E	100.00'	156.96'
C51	50.00'	179°51'45"	S46°23'24"W	100.00'	156.96'
C52	475.00'	25°44'07"	N14°15'27"E	211.57'	213.36'
C53	425.00'	5°42'04"	N24°15'29"E	42.27'	42.29'
C54	440.00'	12°52'04"	N7°46'29"E	98.61'	98.82'
C55	225.00'	10°01'13"	N17°11'00"W	39.30'	39.35'
C56	225.00'	13°33'47"	N5°23'30"W	53.14'	53.28'
C57	400.00'	1°36'46"	S7°00'37"E	11.81'	11.81'
C58	400.00'	6°27'53"	S11°04'27"E	45.11'	45.13'
C59	400.00'	7°36'53"	S18°06'20"E	53.01'	53.04'
C60	400.00'	7°28'02"	S25°36'17"E	52.09'	52.13'
C61	400.00'	4°41'07"	S31°42'32"E	32.70'	32.71'
C62	25.00'	44°18'02"	S11°54'24"E	18.85'	19.33'
C63	50.00'	1°36'59"	S9°29'07"W	1.41'	1.41'
C64	50.00'	63°20'39"	S23°02'43"E	52.51'	55.28'
C65	50.00'	33°31'31"	S71°28'48"E	28.84'	29.26'
C66	50.00'	66°00'18"	N73°36'21"W	55.92'	59.35'
C67	50.00'	51°14'25"	N60°13'42"W	43.24'	44.72'
C68	25.00'	52°56'46"	N59°22'31"W	22.29'	23.10'
C69	565.00'	4°25'41"	S65°36'04"W	43.62'	43.63'
C70	350.00'	8°36'18"	N29°34'00"W	52.51'	52.56'
C71	350.00'	8°31'36"	N20°02'04"W	52.04'	52.06'
C72	350.00'	8°40'23"	N11°25'05"W	52.93'	52.98'
C73	350.00'	0°55'09"	N6°36'19"W	5.61'	5.62'
C74	50.00'	31°06'34"	N25°43'28"E	26.84'	27.15'
C75	50.00'	53°05'40"	N18°23'36"W	44.69'	46.33'
C76	50.00'	39°29'09"	N62°41'05"W	33.78'	34.46'
C77	50.00'	53°30'29"	S70°44'38"W	45.13'	46.83'
C78	565.00'	8°02'42"	N39°20'22"E	79.27'	79.33'
C79	510.00'	2°40'39"	N82°53'30"E	23.83'	23.83'
C80	975.00'	1°46'45"	S89°33'22"W	30.27'	30.28'
C81	565.00'	4°25'41"	N65°36'04"E	43.62'	43.63'
C82	975.00'	1°11'36"	S86°24'12"W	20.31'	20.31'
C83	25.00'	25°13'18"	S33°11'48"W	10.92'	11.00'
C84	50.00'	90°30'22"	N22°33'13"E	71.02'	78.98'
C85	829.07'	0°20'09"	S67°31'16"W	3.89'	3.89'
C86	829.07'	4°44'25"	S70°03'35"W	52.04'	52.06'
C87	829.07'	4°48'24"	S74°49'01"W	52.39'	52.41'
C88	829.07'	3°15'36"	S79°01'32"W	36.29'	36.31'
C89	1025.00'	1°30'45"	N68°36'18"E	28.56'	28.56'
C90	275.00'	13°11'31"	N7°24'32"W	63.18'	63.32'
C91	1025.00'	1°22'36"	N70°05'27"E	24.63'	24.63'
C92	830.21'	5°23'23"	S12°28'28"W	70.81'	70.85'
C93	275.00'	9°56'53"	N4°09'09"E	47.81'	47.87'
C94	830.21'	6°15'04"	S18°48'42"W	86.72'	86.76'
C95	275.00'	9°56'53"	N14°05'02"E	47.81'	47.87'
C96	830.21'	6°01'52"	S24°57'10"W	86.31'	86.34'
C97	510.00'	1°16'33"	N27°20'37"E	11.36'	11.36'
C98	275.00'	7°39'23"	N22°52'40"E	36.72'	36.75'
C99	830.21'	5°31'43"	S30°43'36"W	80.79'	80.81'
C100	510.00'	5°34'18"	N30°46'03"E	49.56'	49.58'

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C101	510.00'	5°34'08"	N36°20'16"E	49.55'	49.57'
C102	830.21'	5°32'20"	S36°18'00"W	80.90'	80.92'
C103	510.00'	5°34'07"	N41°54'23"E	49.55'	49.57'
C104	830.21'	5°32'22"	S41°48'21"W	80.91'	80.93'
C105	510.00'	5°34'08"	N47°28'30"E	49.55'	49.56'
C106	830.21'	5°32'25"	S47°20'45"W	80.92'	80.94'
C107	510.00'	5°50'41"	N53°10'53"E	52.00'	52.02'
C108	830.21'	2°15'28"	S51°36'10"W	32.71'	32.71'
C109	510.00'	5°28'37"	N58°46'42"E	48.49'	48.50'
C110	510.00'	5°34'08"	N67°00'53"E	49.55'	49.57'
C111	510.00'	5°34'08"	N72°36'01"E	49.55'	49.57'
C112	510.00'	5°34'08"	N78°09'10"E	49.55'	49.57'
C113	510.00'	5°34'08"	N83°43'18"E	49.55'	49.57'
C114	50.00'	36°07'56"	N59°22'47"E	30.18'	30.84'
C115	25.00'	45°28'44"	N64°33'11"E	19.33'	19.84'
C116	510.00'	0°47'11"	N86°53'56"E	7.00'	7.00'
C117	50.00'	69°35'08"	S66°15'41"E	57.06'	60.72'
C118	50.00'	67°54'20"	S81°22'33"W	55.85'	59.26'
C119	942.00'	2°37'09"	S89°55'11"E	43.06'	43.06'
C120	942.00'	0°28'53"	N89°31'49"E	7.91'	7.91'
C121	942.00'	2°31'09"	N87°01'46"E	41.41'	41.42'
C122	460.00'	4°17'20"	S84°32'23"W	34.43'	34.43'
C123	25.00'	51°22'27"	N57°37'43"W	21.67'	22.42'
C124	50.00'	22°43'46"	N53°16'23"W	19.71'	19.84'
C125	942.00'	0°59'10"	N85°16'36"E	16.21'	16.21'
C126	942.00'	1°48'56"	N83°52'36"E	29.85'	29.85'
C127	460.00'	8°03'09"	S78°22'09"W	64.60'	64.65'
C128	942.00'	1°41'22"	N82°07'27"E	27.78'	27.78'
C129	942.00'	1°12'44"	N80°40'23"E	19.93'	19.93'
C130	460.00'	8°03'09"	S70°19'00"W	64.60'	64.65'
C131	942.00'	3°47'32"	N78°10'15"E	62.34'	62.35'
C132	525.49'	11°21'56"	S31°31'01"E	104.07'	104.24'
C133	460.00'	9°24'04"	S61°36'24"W	75.39'	75.48'
C134	825.00'	3°30'09"	N79°31'41"E	50.43'	50.43'
C135	525.49'	11°45'56"	S19°57'04"E	107.72'	107.91'
C136	825.00'	3°30'19"	N83°01'56"E	50.46'	50.47'
C137	825.00'	3°30'19"	N86°32'13"E	50.46'	50.47'
C138	825.00'	3°06'01"	N89°50'23"E	44.64'	44.64'
C139	536.00'	11°11'09"	N63°29'22"E	104.28'	104.45'
C140	225.00'	3°05'34"	S33°16'08"E	12.14'	12.15'
C141	225.00'	15°55'18"	S23°47'42"E	62.32'	62.52'
C142	225.00'	21°37'18"	S5°01'24"E	84.40'	84.91'
C143	225.00'	20°55'08"	S16°14'46"W	81.69'	82.15'
C144	460.00'	0°33'47"	S26°59'15"W	4.52'	4.52'
C145	460.00'	8°44'33"	S31°36'25"W	70.12'	70.19'
C146	460.00'	14°39'24"	S43°20'23"W	117.35'	117.67'
C147	475.00'	17°05'16"	N27°40'21"W	141.14'	141.66'
C148	475.00'	3°56'02"	N17°08'42"W	32.60'	32.60'
C149	50.00'	82°53'54"	N11°41'06"W	66.20'	72.34'
C150	536.00'	13°31'27"	N75°46'40"E	126.19'	126.52'
C151	50.00'	59°53'54"	N83°04'59"W	49.92'	52.27'
C152	536.00'	8°27'37"	N88°48'12"E	80.29'	80.32'
C153	50.00'	36°03'29"	S49°56'19"W	30.95'	31.47'
C154	775.00'	2°46'08"	S80°06'36"W	37.49'	37.49'
C155	775.00'	3°52'35"	S83°25'59"W	52.30'	52.31'
C156	335.00'	2°23'24"	S89°46'16"E	22.31'	22.32'
C157	776.00'	3°31'17"	S87°21'18"W	82.13'	82.14'
C158	775.00'	2°06'31"	N89°36'02"W	28.02'	28.02'
C159	636.00'	1°21'48"	S87°07'30"W	13.11'	13.11'
C160	752.00'	1°21'48"	N87°07'30"E	17.89'	17.89'
C161	636.00'	4°32'08"	S84°10'34"W	50.25'	50.26'
C162	752.00'	4°32'08"	N84°10'34"E	59.50'	59.52'
C163	636.00'	4°32'08"	S88°36'26"W	50.25'	50.26'
C164	752.00'	4°32'08"	N88°36'26"E	59.50'	59.52'
C165	636.00'	3°29'22"	S55°36'14"W	38.11'	38.12'
C166	465.00'	1°37'24"	S54°44'45"W	13.17'	13.18'
C167	348.00'	1°37'24"	N54°44'45"E	9.86'	9.86'
C168	782.00'	3°29'22"	N55°36'14"E	48.14'	48.14'
C169	465.00'	7°59'15"	S59°33'05"W	64.77'	64.83'
C170	348.00'	7°59'15"	N59°33'05"E	48.48'	48.51'
C171	465.00'	7°59'15"	S67°32'20"W	64.77'	64.83'
C172	348.00'	7°59'15"	N67°32'20"E	48.48'	48.51'
C173	465.00'	7°59'15"	S75°31'36"W	64.77'	64.83'
C174	348.00'	7°59'15"	N75°31'36"E	48.48'	48.51'
C175	465.00'	7°59'15"	S83°30'51"W	64.77'	64.83'
C176	348.00'	7°59'15"	N83°30'51"E	48.48'	48.51'
C177	465.00'	3°52'56"	S89°26'56"W	31.50'	31.50'
C178	348.00'	3°52'56"	N89°26'56"E	23.57'	23.58'
C179	275.00'	6°56'08"	S2°04'39"E	33.27'	33.29'
C180	275.00'	11°13'28"	S11°09'28"E	53.78'	53.87'
C181	275.00'	5°25'27"	S19°28'52"E	26.02'	26.03'
C182	802.00'	1°09'53"	S87°13'27"W	16.30'	16.30'
C183	802.00'	3°43'15"	S84°46'53"W	52.07'	52.08'
C184	802.00'	4°47'02"	S80°31'20"W	67.14'	67.15'
C185	350.00'	20°00'32"	N23°36'31"W	121.61'	122.23'
C186	25.00'	3°40'04"	N11°46'13"W	1.60'	1.60'
C187	25.00'	49°16'42"	N14°36'11"E	20.85'	21.50'
C188	50.00'	60°52'08"	N8°51'29"E	50.65'	53.12'
C189	50.00'	39°43'30"	N41°25'21"W	33.98'	34.67'
C190	50.00'	39°43'30"	N81°09'51"W	33.98'	34.67'
C191	50.00'	39°43'30"	S59°06'39"W	33.98'	34.67'
C192	50.00'	39°43'30"	S19°23'08"W	33.98'	34.67'
C193	50.00'	56°19'22"	S28°38'18"E	47.20'	49.15'
C194	25.00'	6°41'00"	S53°27'29"E	2.91'	2.92'
C195	25.00'	37°37'02"	S31°18'28"E	16.12'	16.41'
C196	400.00'	7°06'30"	S16°02'46"E	49.49'	49.53'
C197	400.00'	14°04'11"	S29°37'41"E	97.98'	98.23'
C198	298.00'	14°30'28"	S61°11'18"W	75.25'	75.46'
C199	298.00'	14°19'28"	S75°36'12"W	74.31'	74.50'
C200	298.00'	8°37'29"	S87°04'36"W	44.82'	44.86'

CURVE TABLE

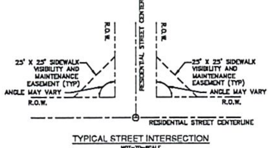
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C201	50.00'	25°23'02"	N56°22'15"W	21.97'	22.15'
C202	50.00'	46°13'36"	S87°49'15"W	39.26'	40.35'
C203	50.00'	42°02'17"	S43°41'07"W	35.87'	36.69'
C204	50.00'	50°14'42"	S2°27'22"E	42.46'	43.85'
C205	50.00'	15°57'48"	S35°33'36"E	13.89'	13.93'
C206	50.00'	15°57'48"	N36°20'24"E	13.89'	13.93'
C207	50.00'	50°14'42"	N51°14'10"E	42.46'	43.85'
C208	50.00'	49°11'36"	N44°28'56"W	41.62'	42.93'
C209	50.00'	64°27'42"	S78°41'22"W	53.33'	56.25'
C210	50.00'	62°18'09"	N74°48'48"W	51.71'	54.34'
C211	50.00'	46°52'20"	S50°36'57"W	39.77'	40.90'
C212	50.00'	55°15'04"	S0°27'10"E	46.36'	48.23'
C213	50.00'	15°27'22"	S35°46'48"E	13.45'	13.49'
C214	50.00'	7°11'37"	S47°18'32"E	6.27'	6.28'
C215	50.00'	69°36'18"	S85°40'30"E	57.07'	60.74'
C216	50.00'	44°22'19"	N21°21'19"W	37.76'	38.72'

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C79	510.00'	2°40'39"	N82°53'30"E	23.83'	23.83'
C217	375.00'	36°04'28"	S24°07'36"E	231.19'	236.02'
C218	35.50'	82°23'32"	S47°23'40"E	46.78'	51.07'
C219	250.00'	23°36'00"	S10°24'06"E	102.16'	102.90'
C220	35.50'	90°00'00"	N46°23'24"E	50.20'	55.76'
C221	323.00'	37°27'21"	N72°36'43"E	207.41'	211.16'
C222	777.00'	2°24'10"	S55°06'06"W	32.58'	32.58'
C223	777.00'	11°28'11"	S62°04'19"W	155.29'	155.54'
C224	375.00'	29°11'36"	S19°03'56"E	189.01'	191.07'
C225	600.00'	13°52'21"	S80°52'14"W	144.92'	145.27'
C226	500.00'	37°27'21"	N72°36'43"E	321.07'	326.86'
C227	800.00'	13°35'43"	N84°35'32"E	189.38'	189.82'
C228	35.50'	88°07'41"	S58°06'26"E	49.36'	54.60'
C229	500.00'	22°08'21"	S23°06'46"E	192.00'	193.20'
C230	485.00'	37°36'23"	N72°35'12"E	312.65'	318.33'
C231	485.00'	27°04'40"	N40°14'41"E	227.08'	229.21'
C232	250.00'	45°55'36"	N3°44'33"E	195.07'	200.39'
C233	1000.00'	2°56'21"	N89°17'34"E	51.31'	51.32'
C234	500.00'	25°44'07"	N14°15'27"E	222.70'	224.58'
C235	400.00'	25°44'07"	S14°15'27"W	178.16'	179.67'

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C236	35.50'	90°00'00"	S46°23'24"W	50.20'	55.76'
C237	35.50'	90°00'00"	S43°36'36"E	50.20'	55.76'
C238	35.50'	90°00'00"	N46°23'24"E	50.20'	55.76'
C239	50.00'	180°01'21"	S77°17'21"W	98.48'	130.85'
C240	25.00'	45°18'28"	S19°50'54"W	19.26'	19.77'
C241	50.00'	58°41'31"	N30°10'34"E	49.01'	51.22'



TYPICAL STREET INTERSECTION
NOT-TO-SCALE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LGI HOMES-TEXAS, LLC is the owner of a tract of land, situated in J.C. Brantley Survey, Abstract No. 114, City of Anna, Collin County, Texas, and being a portion of a tract of land described in deed to LGI HOMES-TEXAS, LLC, and recorded in Instrument No. 20190620000709780 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod at the intersection of the north right of way line of Rosamond Parkway (a 60 foot wide right of way dedication) as shown on the final plat of Anna ISD Park Addition, an addition to the City of Anna, Collin County, Texas, recorded in Volume 2006, Page 326, P.R.C.C.T., and the west right of way line of State Highway Number 5 (a 100 foot wide right of way) as recorded in Volume 301, Page 168 of the Deed Records of Collin County, Texas, D.R.C.C.T., same point being the southeast corner of a tract of land described in a deed to Craig Curry (29.5% interest), Frisco Platinum 452.C, LP (29.5% interest), and Buxton Partners, LTD. (11.5% interest), recorded in Instrument No. 20160519000615090 of the O.P.R.C.C.T, also being described in a deed to Four Quarters Enterprises, LTD. (29.5% interest), recorded in Instrument No. 20170207000173060 of the O.P.R.C.C.T, also being a point on the south line of said J.C. Brantley Survey;

THENCE, South 88 degrees 41 minutes 02 seconds East, along the south line of said Curry, Frisco Platinum, Buxton Partners, and Four Quarters Enterprises tract, the south line of said J.C. Brantley Survey, and the north right of way line of said Rosamond Parkway, a distance of 114.47 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON" for the southeast corner of said LGI Homes tract and the POINT OF BEGINNING;

THENCE, North 88 degrees 41 minutes 02 seconds West, continuing along the north right of way line of Rosamond Parkway, along the south line of the J.C. Brantley Survey, and the south line of said LGI Homes tract, a distance of 986.01 [illegible]

THENCE, departing the north line of Rosamond Parkway and the south line of the J.C. Brantley Survey, over and across said LGI Homes tract the following courses and distances:

North 01 degrees 06 minutes 12 seconds East, a distance of 150.26 feet to a set 1/2-inch iron rod with yellow cap

North 36 degrees 54 minutes 1? seconds East, a distance of 120.38 feet to a set 1/2-inch iron rod with yellow cap

North 01 degree 59 minutes 24 seconds East, a distance of 184.53 feet to a set 1/2-inch iron rod with yellow cap

North 88 degrees 36 minutes 36 seconds West, a distance of 120.00 feet to a set 1/2-inch iron rod with yellow cap

North 01 degrees 23 minutes 24 seconds East, a distance of 96.50 feet to a set 1/2-inch iron rod with yellow cap

North 88 degrees 36 minutes 36 seconds West, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap

North 01 degrees 23 minutes 24 seconds East, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap

North 88 degrees 36 minutes 36 seconds West, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap

North 01 degrees 23 minutes 24 seconds East, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap

South 88 degrees 36 minutes 36 seconds East, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap

North 01 degrees 23 minutes 24 seconds East, a distance of 234.00 feet to a set 1/2-inch iron rod with yellow cap

North 88 degrees 36 minutes 36 seconds West, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap

North 01 degree 23 minutes 26 seconds East, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap

North 88 degrees 36 minutes 36 seconds West, a distance of 96.50 feet to a set 1/2-inch iron rod with yellow cap

North 01 degrees 23 minutes 24 seconds East, a distance of 807.00 feet to a set 1/2-inch iron rod with yellow cap stamped [illegible] the north line of said LGI Homes tract, same being the south line of Meadow Ridge Estates Phase Two, an addition to the City of Anna, Collin County, Texas recorded in Volume R, Page 196 P.R.C.C.T.;

THENCE, along the north line of LGI Homes tract, the south line of said Meadow Ridge Estates Phase Two, and along the south line of Meadow Ridge Estates Phase One, an addition to the City of Anna, Collin County, Texas recorded in Volume P, Page 63 P.R.C.C.T., South 88 degrees 36 minutes 36 seconds East, a distance of 1721.90 feet to a found 5/8-inch iron rod with pink plastic cap stamped [illegible] proposed west right of way line of State Highway Number 5 (a variable width right of way) per Parcel 274 as shown on a parcel plat surveyed by Bryan K. Kid (CP & Y, Inc.), dated July 28, 2017, and as shown in Notice of Lis Pendens, recorded in Instrument No. 20190603000626360 O.P.R.C.C.T.;

THENCE, South 22 degrees 11 minutes 36 seconds East, along the proposed west right of way line of State Highway Number 5, a distance of 551.72 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

THENCE, departing the proposed west right of way line of State Highway Number 5, and along the easterly lines of said LGI Homes tract, the following courses and distances:

South 68 degrees 56 minutes 25 seconds West, a distance of 294.03 feet to a set 1/2-inch iron rod with yellow cap

South 22 degrees 38 minutes 30 seconds East, a distance of 290.32 feet to a set 1/2-inch iron rod with yellow cap

South 67 degrees 26 minutes 31 seconds West, a distance of 217.73 feet to a set 1/2-inch iron rod with yellow cap stamped [illegible] being the beginning of a non-tangent curve to the right having a radius of 629.07 feet, a central angle of 15 degrees 09 minutes 39 seconds, and being subtended by a 165.97 foot chord which bears South 74 degrees 56 minutes 01 second West;

Along said curve to the right, an arc distance of 166.46 feet to a set 1/2-inch iron rod with yellow plastic cap stamped [illegible] being the beginning of a non-tangent curve to the right having a radius of 630.21 feet, a central angle of 43 degrees 49 minutes 37 seconds, and being subtended by a 470.39-foot chord which bears South 31 degrees 10 minutes 35 seconds West;

Along said curve to the right, an arc distance of 482.06 feet to a set 1/2-inch iron rod with yellow plastic cap

South 00 degrees 23 minutes 16 seconds West, a distance of 262.82 feet to the POINT OF BEGINNING, and CONTAINING 57.64 of an Acres or 2,510,794 Square feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number 70115-01 by Pape Dawson Engineers, Inc.

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.
2. UPON COMPLETION OF CONSTRUCTION, ALL LOT AND BLOCK CORNERS WILL BE SET USING A 1/2-INCH REBAR WITH [illegible] A MAG NAIL OR X CUT WILL BE USED.
3. SELLING A PORTION OF THE ADDITION BY METES AND BOUNDS IN A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
4. ALL OPEN SPACE - NON RESIDENTIAL LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
5. LOT-TO-LOT DRAINAGE IS NOT PERMITTED WITHOUT ENGINEERING SECTION APPROVAL.
6. V.A.M. = 25' x 25' VISIBILITY, ACCESS AND MAINTENANCE EASEMENT BY THIS PLAT;
S.W.M.E. = 25' x 25' SIDEWALK MAINTENANCE EASEMENT BY THIS PLAT.

OWNERS CERTIFICATE:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, LGI HOMES-TEXAS,LLC., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED AGENT, DOES HEREBY ADOPT THIS PLAT, DESIGNATING THE PROPERTY AS SHADOWBEND, PHASE 1, AN ADDITION TO THE CITY OF ANNA, TEXAS AND DOES HEREBY DEDICATE, IN FEE SIMPLE, AND TO THE PUBLIC USE FOREVER, THE STREETS AND EASEMENTS SHOWN THEREON. THE STREETS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THE PLAT. NO BUILDING, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, WITHOUT CITY OF ANNA APPROVAL. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF ANNA,TEXAS.

WITNESS MY HAND THIS IS THE _____ DAY OF ______________ 2020.

LGI HOMES-TEXAS, LLC.

OWNER/DEVELOPER: BY: ELAINE TORRES
TITLE/OFFICER
LGI HOMES - TEXAS, LLC
1450 LAKE ROBBINS DRIVE
THE WOODLANDS, TX 77380
(281) 362-8998

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ELAINE TORRES KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF ______________ 2020.

NOTARY SIGNATURE

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Marcos A. Madrid do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Collin County, Texas.

For Pape Dawson Engineers:

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

Marcos A. Madrid
Registered Professional Land Surveyor
Texas Registration No. 6740
Firm Registration No. 10194390
Pape Dawson Engineers
5810 Tennyson Parkway, Suite 425
Plano, Texas 75024
Tele. 214-420-8494
Email: mmadrid@pape-dawson.com

Certification Date: January 1, 2020

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Marcos A. Madrid, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of ______________ 2020.

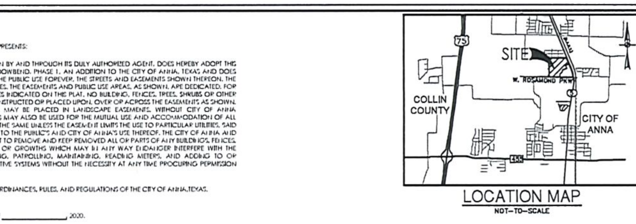
Notary Public in and for the State of Texas______________

My Commission Expires On: ______________

APPROVED ON THIS THE _______ DAY OF ______________ 20___ BY THE CITY COUNCIL, CITY OF ANNA, TEXAS.

MAYOR

CITY SECRETARY



LOCATION MAP
NOT-TO-SCALE

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the City of Anna (called [illegible] subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block I, Lot 1X and Block B, Lot 2X as shown on the plat is called [illegible] Drainage [illegible] Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water runoff shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as herein above defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

VAM EASEMENT

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.

ACCESS EASEMENT

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.

DEVELOPER / OWNER:
LGI HOMES - TEXAS, LLC
1450 LAKE ROBBINS DR, SUITE 430
THE WOODLANDS, TX 77380
(281) 210-5484
ELAINE.TORRES@LGIHOMES.COM

SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
5700 W. PLANO PARKWAY, SUITE 2500
PLANO, TEXAS 75093
TEL: (214) 420-8494
TBPLS FIRM NO. 10194390

FINAL PLAT OF SHADOWBEND, PH-1

LOTS 1-34, 1X, BLOCK A ; LOTS 1-42, 2X, BLOCK B; LOTS 1-12, 1X, BLOCK C; LOTS 1-13, 1X, BLOCK D; LOTS 1-35, BLOCK E; LOTS 1-34, 1X, BLOCK F; LOTS 1-24, 1X, BLOCK G; LOTS 1-20, 1X, BLOCK H; LOTS 1-6, 1X, BLOCK I.

BEING A 57.64 ACRES SITUATED IN THE J.C BRANTLEY, ABSTRACT NUMBER 114 IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS .

PLANNED DEVELOPMENT
(ORDINANCE 797-2018)

154 TYPE "A" RESIDENTIAL LOTS
64 TYPE "B" RESIDENTIAL LOTS
2 TYPE "C" RESIDENTIAL LOTS
9 COMMON AREA LOTS

APPROVED
MARCH 2, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
MARCH 10, 2020
CITY COUNCIL
CITY OF ANNA

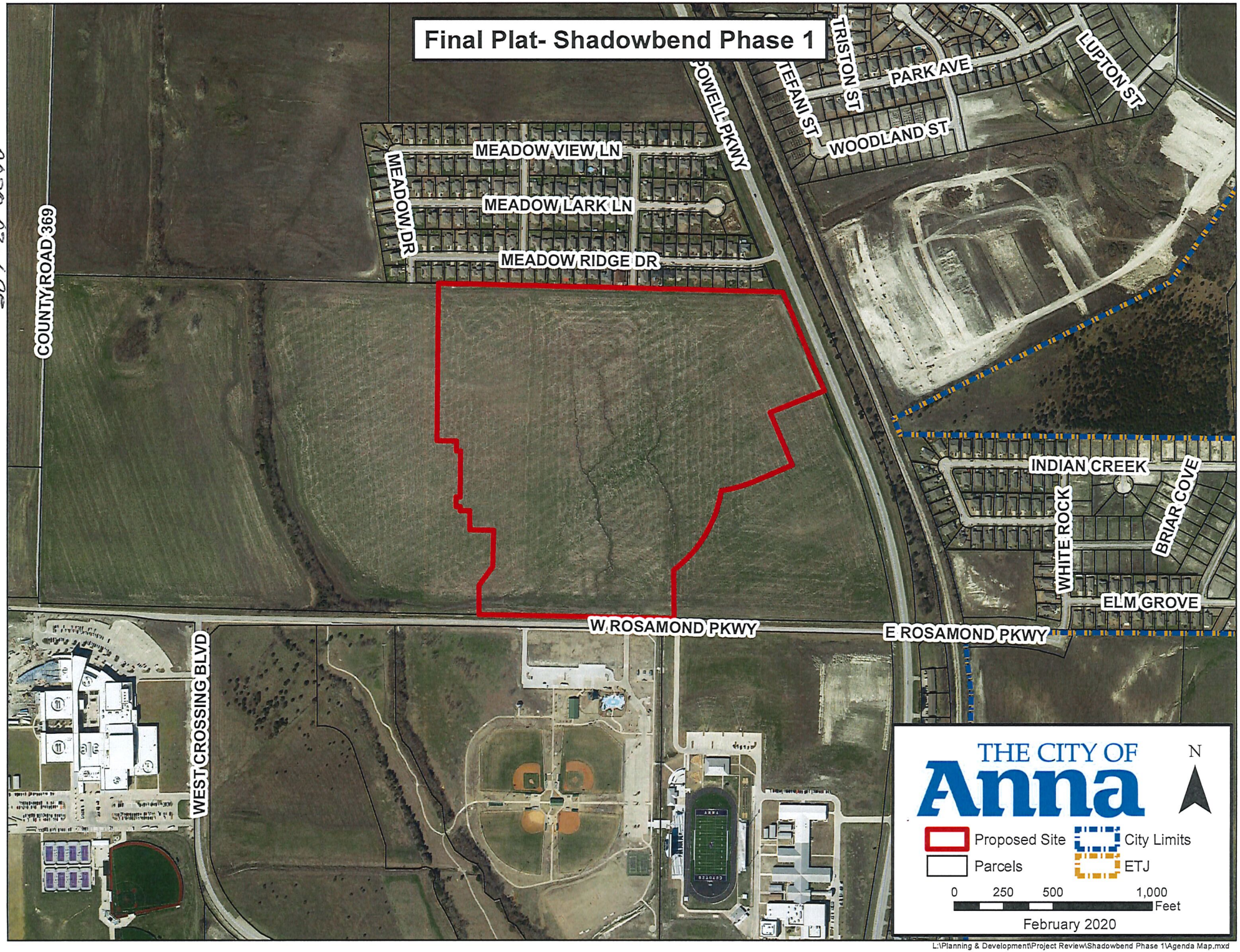
PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PKWY, STE 425 | PLANO, TX 75024 | 214.420.8494
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10194390

SHEET 2 OF 2

EXHIBIT A
2 of 2

2020-03-695

2020-03-695



L:\Planning & Development\Project Review\Shadowbend Phase 1\Agenda Map.mxd

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDED AND RESTATED ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND LGI HOMES - TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LGI Homes – Texas, LLC is seeking to construct public infrastructure related to Shadowbend Subdivision Phase 1 and Phase 2 ("the Project"); and

WHEREAS, as a key component of the Project it is necessary to construct paving improvements to Rosamond Parkway and West Crossing Boulevard (the "Roadways"); and

WHEREAS, the City and LGI Homes – Texas, LLC previously entered into a Roadway Impact Fee Reimbursement Agreement for Phase 1 of the Project on September 8, 2020; and

WHEREAS, LGI Homes – Texas, LLC is now prepared to begin development of Phase 2 of the Project; and

WHEREAS, the Roadways are shown in the City of Anna Master Thoroughfare Plan and the City of Anna Impact Fee Study as future Major Collector streets; and

WHEREAS, public roads identified in the City of Anna Master Thoroughfare Plan, including the Roadways, are eligible for impact fee reimbursement for the cost of paving and drainage improvements; and

WHEREAS, the City of Anna desires to enter into the agreement that is the subject of this resolution to reimburse LGI Homes – Texas, LLC certain impact fee amounts in exchange for its construction of the public infrastructure referenced above;

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. Authorization.

The City Council hereby approves entering into and authorizes the City Manager to execute the First Amended and Restated Roadway Impact Fee Reimbursement Agreement for Shadowbend Subdivision Phase 1 and Phase 2 as shown in Exhibit "A" attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ___ day of _____, 2021.

ATTEST:

_____

City Secretary, Carrie L. Land

APPROVED:

_____

Mayor, Nate Pike

EXHIBIT “A”

ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT FOR SHADOWBEND SUBDIVISION PHASE 1 AND PHASE 2

This Roadway Impact Fee Reimbursement Agreement for Shadowbend Subdivision Phase 1 and Phase 2 (this "Agreement") is entered into by and between the City of Anna, Texas (the "City") and LGI Homes – Texas, LLC, a Texas limited liability corporation ("Developer").

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as "Party"; and

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the subject matter specifically set forth herein and that this Agreement shall supersede any previous agreement between the Parties regarding the subject matter hereof to the extent that this Agreement and any such previous agreement are in direct conflict; and

WHEREAS, Developer represents and warrants that it owns and desires to develop certain real property in Collin County, Texas, composed of approximately 57.64 acres of land in Phase 1 and 81.15 acres of land in Phase 2 located entirely within the corporate limits of the City of Anna, more particularly described in the attached Exhibit A and A-1 (the "Property"); and

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

SECTION 1 RECITALS INCORPORATED

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this Agreement and said recitals constitute representations by the Parties.

SECTION 2 DEFINITIONS

City Acceptance Date has the meaning ascribed to that term in Section 3(a).

City Code means The Anna City Code of Ordinances.

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 with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, and uniform codes, duly adopted by the City.

Collected Roadway Impact Fees shall have the meaning ascribed to that term in Section 4(b)(1).

Commence Construction means that the City has approved the engineering plans, held a pre-construction meeting with the Developer and contractor, and the contractor has mobilized equipment as such actions are applicable to the Roadway Project.

Developer's Roadway Construction Cost, with respect to the Roadway Project, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, and construction of the Roadway Project at the time of full and final completion, dedication and acceptance of the Roadway Project, which shall generally include but not be limited to the items listed in the cost breakdown attached hereto as Exhibit D. City inspection fees and impact fees shall not be included in Developer's Construction Cost.

Final Roadway Reimbursement Amount, with respect to the Roadway Project, means a dollar amount equal to the lesser of $1,224,465.00, which equals the anticipated Roadway Impact Fees to be collected from The Project, or the Developer's Roadway Construction Cost. Additional costs eligible for reimbursement shall be limited to documented City-approved change orders provided in writing by the Developer as approved by the City Manager or his/her designee.

Maintenance Bond has the meaning ascribed to that term in Section 3(b).

Property means Shadowbend Subdivision Phase 1 and Phase 2 as described and depicted in Exhibit A and Exhibit A-1, respectively.

Roadway Impact Fee Reimbursement Property means real property as defined in Exhibit B and B-1 from which Collected Roadway Impact Fees shall be eligible to be reimbursed upon development.

Roadway Improvements means right of way preparation, paving excavation, construction of concrete paving, storm drainage, curbs, signage, roadway transitions, turn lanes, pavement markings, sidewalks, irrigation, landscaping, lighting and any other improvements necessary for a complete roadway system for the Roadway Project.

Roadway Project means, collectively: (1) the construction two new lanes of Rosamond Parkway Roadway Improvements generally described, without limitation, as the installation of concrete road paving generally depicted in Exhibit C, attached hereto, and in accordance with construction plan(s) approved by the City; and (2) the construction four new lanes of West Crossing Boulevard generally described, without limitation, as the installation of concrete road paving generally depicted in Exhibit C-1, attached hereto, and in accordance with construction plan(s) approved by the City.

Roadway Reimbursement has the meaning ascribed to that term in Section 4(b)(1).

SECTION 3 GENERAL PROVISIONS

(a) Documentation of Actual Amount Paid. Once Developer fully completes the Roadway Project, and before the City has accepted the Roadway Project, after inspection, Developer shall provide the City Manager with documentation reasonably acceptable to the City Manager evidencing Developer's Construction Cost. The City Manager shall review the documentation

provided and shall approve or deny Developer's Construction Cost within fifteen (15) business days of receipt thereof (which approvals shall not be unreasonably withheld) or a longer period of time if the City Manager reasonably requests additional evidence of the Developer's Construction Cost. Upon approval of Developer's Construction Cost, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Roadway Project, (the date of such acceptance shall be referred to as the "City Acceptance Date").

(b) Maintenance Bond. For each construction contract for any part of the Roadway Project, , entered into by or on behalf of Developer, Developer or Developer's contractor(s), as applicable, further must execute a 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 Roadway Project, arising from defective workmanship or materials used therein, for a full period of two (2) years from the City Acceptance Date ("Maintenance Bond").

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

(d) Insurance. Developer and/or its contractor(s) shall acquire and maintain, during the period of time when the Roadway Project, are under construction: (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 of any nature whatsoever which might arise or grow out of or otherwise relate to the Roadway Project, and any related construction contracts, whether caused by Developer, a contractor, subcontractor, materialman, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of public improvement construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 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.

(e) Indemnification and Hold Harmless. **DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES AND OTHER CONSULTANT FEES AND RELATED EXPENSES) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES IN CONNECTION WITH THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE ROADWAY PROJECT, INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. SUCH INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT.** AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF ANY OF THE ROADWAY PROJECT, NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER. **DEVELOPER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON CLAIMING AN INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT.** NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 4 PROJECTS

(a) Developer Obligations.

As a condition to receipt of the impact fee reimbursement set forth herein, Developer agrees to construct the and complete the Roadway Project, Wastewater Project, and Water Project in a good and workmanlike manner and in accordance with all related construction plans and permits approved by the City and any other authorities having any jurisdiction over said projects. Developer shall commence construction in accordance with the definition in Section II "Commence Construction" on or before the _31_ day of _July_2021 for Roadway Project 1 (Rosamond Parkway) and on or before the 1st day of June 2022 for Roadway Project 2 (West Crossing Boulevard)

(b) City Obligations

(1) In accordance with City Regulations and state law, the City shall collect roadway impact fees from the Roadway Impact Fee Reimbursement Property as described in Exhibit B and B-1 at the time of issuance of building permits (the "Collected Roadway Impact Fees") and place such Collected Roadway Impact Fees in a separate and clearly identifiable interest-bearing account. The City shall reimburse Developer up to the lesser of $1,224,465.00, which equals the anticipated Roadway Impact Fees to be collected from The Project,or the Developer's Roadway Construction Cost in the aggregate on a quarterly basis (the "Roadway Reimbursement") commencing on same quarter of the City Acceptance Date. The City shall provide the Roadway Reimbursement to Developer quarterly until the Final Roadway Reimbursement Amount has been paid in full. Notwithstanding the foregoing or any other provision of this Agreement, the Collected Roadway Impact Fees shall be the sole source of reimbursement or funding that the City is obligated to provide to Developer in connection with the Roadway Project even if the total amount of the Collected Roadway Impact Fees is less than the Final Roadway Reimbursement Amount.

(2) Notwithstanding the Foregoing or any other provision of this Agreement, the Roadway Reimbursement, authorized by this Agreement and any and all of the City's other obligations under this Agreement shall expire on September 30 in the tenth year after the City Acceptance Date.

SECTION 5 EFFECTIVE DATE

The "Effective Date" of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a public notary. The City's duties and obligations hereunder shall not arise unless and until all Parties have duly executed this Agreement.

SECTION 6 TERMINATION

This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 7 SUCCESSORS AND ASSIGNS

(a) All obligations and covenants under this Agreement shall bind Developer and its successors and assigns.

(b) Except for future owners of all or a portion of the Property, this Agreement shall not be assignable by Developer without the prior written consent of the City.

SECTION 8 MISCELLANEOUS PROVISIONS

(a) Authority to execute contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(b) Default and opportunity to cure. A Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the other Party referencing this Agreement (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith). Upon a default, subject to the cure period described herein, the non-breaching Party will have all available rights and remedies under the law and equity. Notwithstanding the foregoing, the City shall be considered in default for failure to provide the Reimbursement immediately upon such failure without a notice and cure period and Developer's sole remedy in such event shall be to seek specific performance of this Agreement.

(c) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the City:	City of Anna Attn: City Manager P.O. Box 776 111 N. Powell Parkway Anna, TX 75409
If to Developer:	LGI Homes – Texas, LLC Attn: Elaine Torres 1450 Lake Robbins Drive The Woodlands, TX 77380

(d) 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 all Parties expressly amending the terms of this Agreement.

(e) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.

(f) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.

(g) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

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

(i) Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.

(j) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(k) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

(l) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(m) No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement among the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable City Regulations.

(n) Exhibits.

Exhibit A	The Phase 1 Property (legal description and drawing)
Exhibit A-1	The Phase 2 Property (legal description and drawing)

Exhibit B	Phase 1 Roadway Impact Fee Reimbursement Property
Exhibit B-1	Phase 2 Roadway Impact Fee Reimbursement Property
Exhibit C	Roadway Project (Rosamond Parkway)
Exhibit C-1	Roadway Project (West Crossing Boulevard)
Exhibit D	Breakdown of Costs

LGI Homes – Texas, LLC,
a Texas limited liability corporation

By: LGI Homes, Inc., a Delaware corporation, its Member

By: _____
Name: Elaine Torres
Title: Officer

IN WITNESS WHEREOF:

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the 5 day of OCTOBER, 2021, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified that he/she executed the same for the purposes and consideration therein expressed and in his/her capacity as AUTHORIZED SIGNATORY of LGI Homes, Inc., in its capacity as Member of LGI Homes – Texas, LLC..

ELIZABETH NAVARETTE
My Notary ID # 133056119
Expires April 22, 2025

(SEAL)

_____
Notary Public, State of Texas

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:

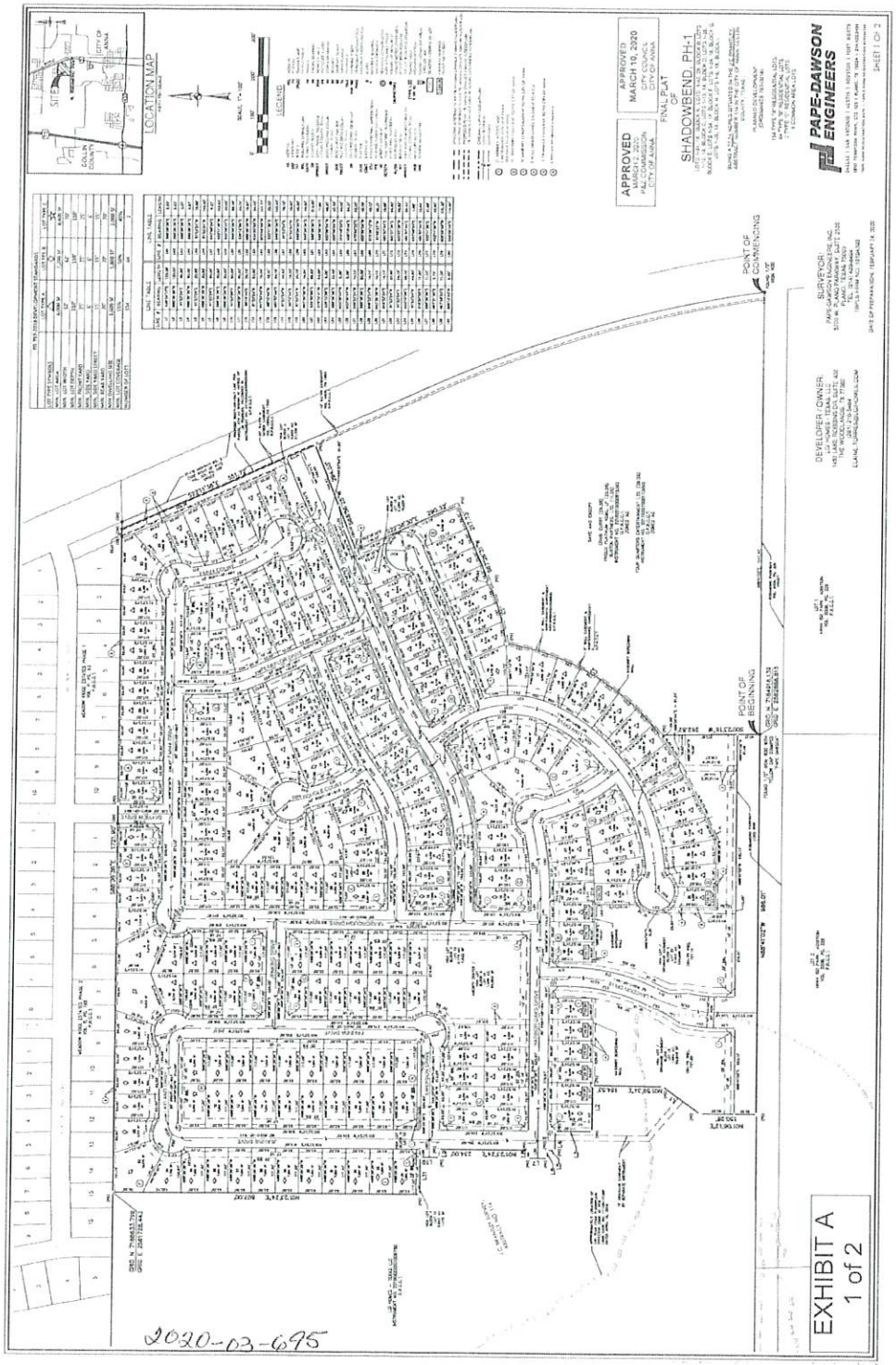
STATE OF TEXAS §
§
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2021, personally appeared Jim Proce, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A
The Phase 1 Property



STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LGI HOMES-TEXAS, LLC is the owner of a tract of land, situated in J.C. Brantley Survey, Abstract No. 114, City of Anna, Collin County, Texas, and being a portion of a tract of land described in deed to LGI HOMES-TEXAS, LLC, and recorded in Instrument No. 20190220001009780 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod at the intersection of the north right of way line of Rosamond Parkway (a 60 foot wide right of way dedication) as shown on the final plat of Anna G.D. Park Addition, an addition to the City of Anna, Collin County, Texas recorded in Volume 2006, Page 226, P.R.C.C.T., and the west right of way line of State Highway Number 5 (a 100 foot wide right of way) as recorded in Volume 301, Page 168 of the Deed Records of Collin County, Texas (D.R.C.C.T.), same point being the southeast corner of a tract of land described in a deed to Craig Curry (29.5% interest), Frisco Platinum 455, LP (29.5% interest), and Buxton Partners, LTD. (11.5% interest), recorded in Instrument No. 20160519000615390 of the O.P.R.C.C.T. also being described in a deed to Four Quarters Enterprises, LTD. (29.5% interest), recorded in Instrument No. 20170207000173060 of the O.P.R.C.C.T. also being a point on the south line of said J.C. Brantley Survey;

THENCE, South 88 degrees 41 minutes 02 seconds East, along the south line of said Curry, Frisco Platinum, Buxton Partners, and Four Quarters Enterprises tract, the south line of said J.C. Brantley Survey, and the north right of way line of said Rosamond Parkway, a distance of 1147.47 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON" for the southeast corner of said LGI Homes tract and the POINT OF BEGINNING;

THENCE, North 88 degrees 41 minutes 02 seconds West, continuing along the north right of way line of Rosamond Parkway, along the south line of the J.C. Brantley Survey, and the south line of said LGI Homes tract, a distance of 986.01 feet;

THENCE, departing the north line of Rosamond Parkway and the south line of the J.C. Brantley Survey, over and across said LGI Homes tract the following courses and distances:

North 01 degrees 04 minutes 12 seconds East, a distance of 150.26 feet to a set 1/2-inch iron rod with yellow cap;

North 36 degrees 54 minutes 17 seconds East, a distance of 129.38 feet to a set 1/2-inch iron rod with yellow cap;

North 01 degrees 59 minutes 34 seconds East, a distance of 184.53 feet to a set 1/2-inch iron rod with yellow cap;

North 88 degrees 36 minutes 36 seconds West, a distance of 120.00 feet to a set 1/2-inch iron rod with yellow cap;

North 01 degrees 23 minutes 24 seconds East, a distance of 94.50 feet to a set 1/2-inch iron rod with yellow cap;

North 88 degrees 36 minutes 36 seconds West, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap;

North 01 degrees 23 minutes 24 seconds East, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap;

North 88 degrees 36 minutes 36 seconds West, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap;

North 01 degrees 23 minutes 24 seconds East, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap;

South 88 degrees 36 minutes 36 seconds East, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap;

North 01 degrees 23 minutes 24 seconds East, a distance of 234.00 feet to a set 1/2-inch iron rod with yellow cap;

North 88 degrees 36 minutes 36 seconds West, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap;

North 01 degrees 23 minutes 24 seconds East, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap;

North 88 degrees 36 minutes 36 seconds West, a distance of 94.50 feet to a set 1/2-inch iron rod with yellow cap;

North 01 degrees 23 minutes 24 seconds East, a distance of 667.00 feet to a set 1/2-inch iron rod with yellow cap stamped [illegible] the north line of said LGI Homes tract, same being the south line of Meadow Ridge Estates Phase Two, an addition to the City of Anna, Collin County, Texas recorded in Volume P, Page 196 P.R.C.C.T.;

THENCE, along the north line of LGI Homes tract, the south line of said Meadow Ridge Estates Phase Two, and along the south line of Meadow Ridge Estates Phase One, an addition to the City of Anna, Collin County, Texas recorded in Volume P, Page 63 P.R.C.C.T., South 88 degrees 36 minutes 36 seconds East, a distance of 1721.90 feet to a found 5/8-inch iron rod with pink plastic cap stamped [illegible] the proposed west right of way line of State Highway Number 5 (a variable width right of way) per Parcel 274 as shown on a parcel plat surveyed by Brian K. Hill (CP & Y, Inc.), dated July 28, 2017, and as shown in Notice of Lis Pendens, recorded in Instrument No. 20170603000262360 O.P.R.C.C.T.;

THENCE, South 22 degrees 11 minutes 36 seconds East, along the proposed west right of way line of State Highway Number 5, a distance of 551.72 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

THENCE, departing the proposed west right of way line of State Highway Number 5, and along the easterly lines of said LGI Homes tract, the following courses and distances:

South 68 degrees 56 minutes 25 seconds West, a distance of 294.03 feet to a set 1/2-inch iron rod with yellow cap;

South 22 degrees 38 minutes 30 seconds East, a distance of 290.32 feet to a set 1/2-inch iron rod with yellow cap;

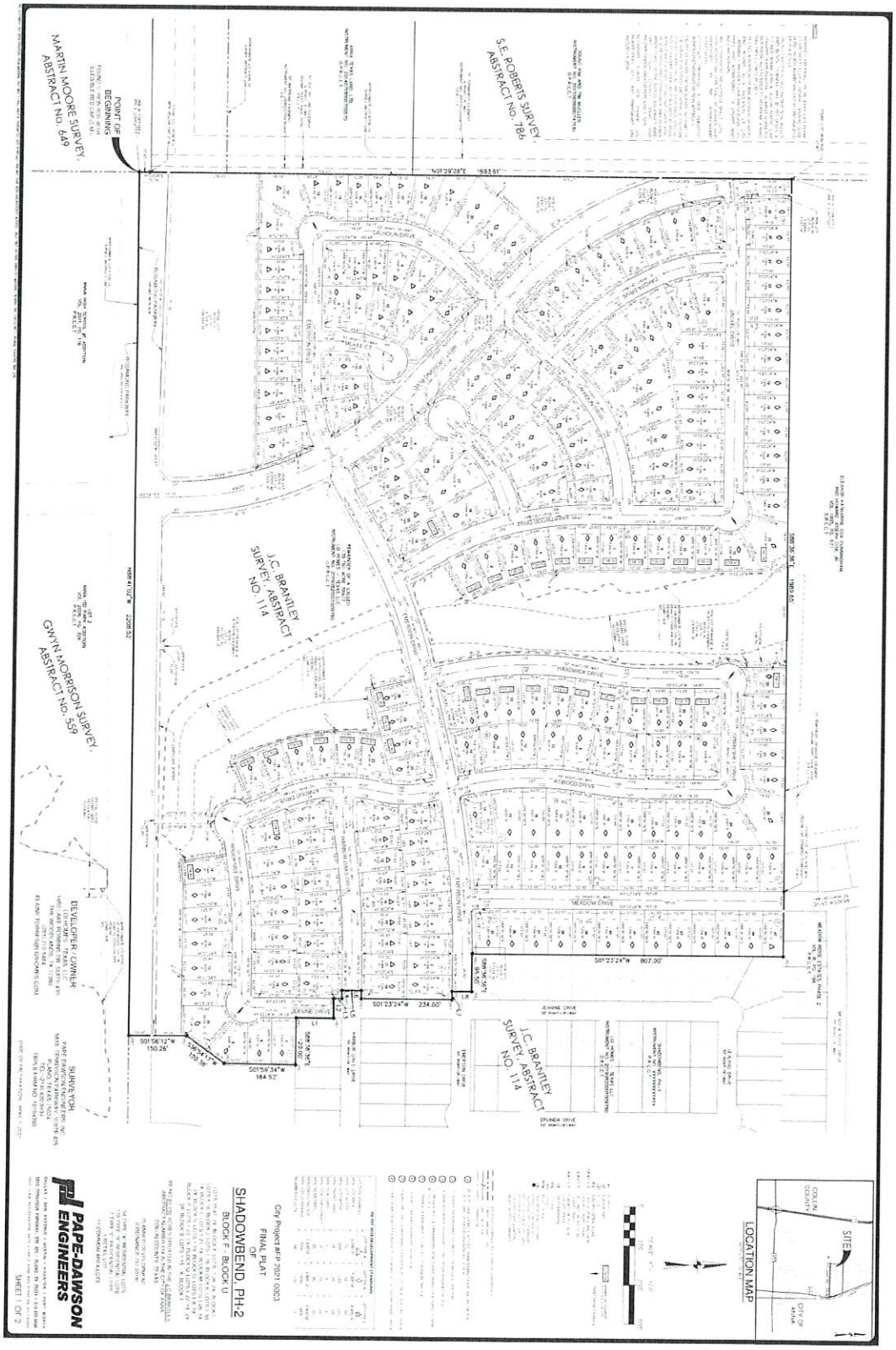
South 67 degrees 26 minutes 31 seconds West, a distance of 217.73 feet to a set 1/2-inch iron rod with yellow cap stamped [illegible] being the beginning of a non-tangent curve to the right having a radius of 629.07 feet, a central angle of 15 degrees 09 minutes 29 seconds, and being subtended by a 165.97 foot chord which bears South 74 degrees 56 minutes 01 second West;

Along said curve to the right, an arc distance of 166.46 feet to a set 1/2-inch iron rod with yellow plastic cap stamped [illegible] being the beginning of a non-tangent curve to the right having a radius of 630.21 feet, a central angle of 43 degrees 49 minutes 37 seconds, and being subtended by a 470.39-foot chord which bears South 31 degrees 18 minutes 35 seconds West;

Along said curve to the right, an arc distance of 482.06 feet to a set 1/2-inch iron rod with yellow plastic cap;

South 00 degrees 23 minutes 16 seconds West, a distance of 262.82 feet to the POINT OF BEGINNING, and CONTAINING 57.64 of an Acres or 2,510,793 Square feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit of survey map prepared under job number 70115-01 by Pape-Dawson Engineers, Inc.

EXHIBIT A-1
The Phase 2 Property



WHEREAS, LGI HOMES-TEXAS, LLC is the owner of a tract of land, situated in J.C. Brantley Survey, Abstract No. 114, City of Anna, Collin County, Texas, and being a portion of a tract of land described in deed to LGI HOMES-TEXAS, LLC, and recorded in Instrument No. 20190820001009780 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a found ½-inch iron rod with illegible red cap (controlling monument)on the north right of way line of Rosamond Parkway (a variable width right of way dedication) as shown on the final plat of Anna ISD Park Addition, an addition to the City of Anna, Collin County, Texas recorded in Volume 2011, Page 176, of the Plat Records of Collin County, Texas (P.R.C.C.T.), said point also being the southwest corner of said J.C. Brantley Survey and the southwest corner of said LGI HOMES-TEXAS, LLC tract;

THENCE, North 01 degrees 29 minutes 28 seconds E. along County Road 369 (a dirt road - deed of record not found), passing at a distance of 27.62 feet a found ½-inch iron rod with yellow plastic cap (controlling monument) for the southeast corner of a tract of land described to Anna Texas Land, LTD., recorded in Instrument No. 20140718000750570 (O.P.R.C.C.T.), and passing at a distance of 706.93 feet a found ½-inch iron rod (bent) for the southeast corner of a tract of land described to Young Kim and Tim Mueller, recorded in Instrument No. 20170608000747130 (O.P.R.C.C.T.), in all, a total distance of 1693.61 feet to a found ½-inch iron rod (controlling monument) for the northwest corner of said LGI HOMES-TEXAS, LLC tract;

THENCE: S 88 degrees 36 minutes 36 seconds E. along the north line of said LGI HOMES-TEXAS, LLC tract, passing at a distance of 1822.65 feet, a found 5/8-inch iron rod with yellow cap stamped "FORESIGHT" (controlling monument) for the southeast corner of Lot 5, Block C of Meadow Ridge Estates Phase Two, an addition to the City of Anna, Collin County, Texas, recorded in Volume R, Page 196 (P.R.C.C.T.), in all, a total distance of 1989.65 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON", being the northwest corner of Shadowbend, PHASE-1 Subdivision, recorded in Document No. XXXXXXXXXX (P.R.C.C.T.), same point being on the south line of Lot 15 of said Meadow Ridge Estates Phase Two;

THENCE, departing the south line of said Meadow Ridge Estates Phase Two, along and with the west line of said Shadowbend, PHASE-1, the following bearings and distances:

S 01 degrees 23 minutes 24 seconds W, a distance of 807.00 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 88 degrees 36 minutes 36 seconds E, a distance of 96.50 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 01 degrees 23 minutes 26 seconds W, a distance of 50.00 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 88 degrees 36 minutes 36 seconds E, a distance of 20.50 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 01 degrees 23 minutes 24 seconds W, a distance of 234.00 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

N 88 degrees 36 minutes 36 seconds W, a distance of 20.50 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 01 degrees 23 minutes 24 seconds W, a distance of 50.00 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 88 degrees 36 minutes 36 seconds E, a distance of 20.50 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 01 degrees 23 minutes 24 seconds W, a distance of 20.50 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 88 degrees 36 minutes 36 seconds E, a distance of 50.00 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 01 degrees 23 minutes 24 seconds W, a distance of 96.50 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 88 degrees 36 minutes 36 seconds E, a distance of 120.00 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 01 degrees 23 minutes 24 seconds W, a distance of 124.11 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 03 degrees 13 minutes 52 seconds W, a distance of 60.44 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

S 36 degrees 54 minutes 17 seconds W, a distance of 120.38 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON";

THENCE, S 01 degrees 06 minutes 12 seconds W, a distance of 150.26 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE-DAWSON" on the north right of way line of said Rosamond Parkway and the south line of said LGI HOMES-TEXAS, LLC tract;

THENCE, along and with the north right of way line of said Rosamond Parkway and the south line of said LGI HOMES-TEXAS, LLC tract, N 88 degrees 41 minutes 02 seconds W, a distance of 2208.52 feet to the **POINT OF BEGINNING** , and **CONTAINING** 81.15 Acres or 3,535,017 Square Feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number ***70115-02*** by Pape Dawson Engineers, Inc.

EXHIBIT B
Phase 1 Roadway Impact Fee Reimbursement Property

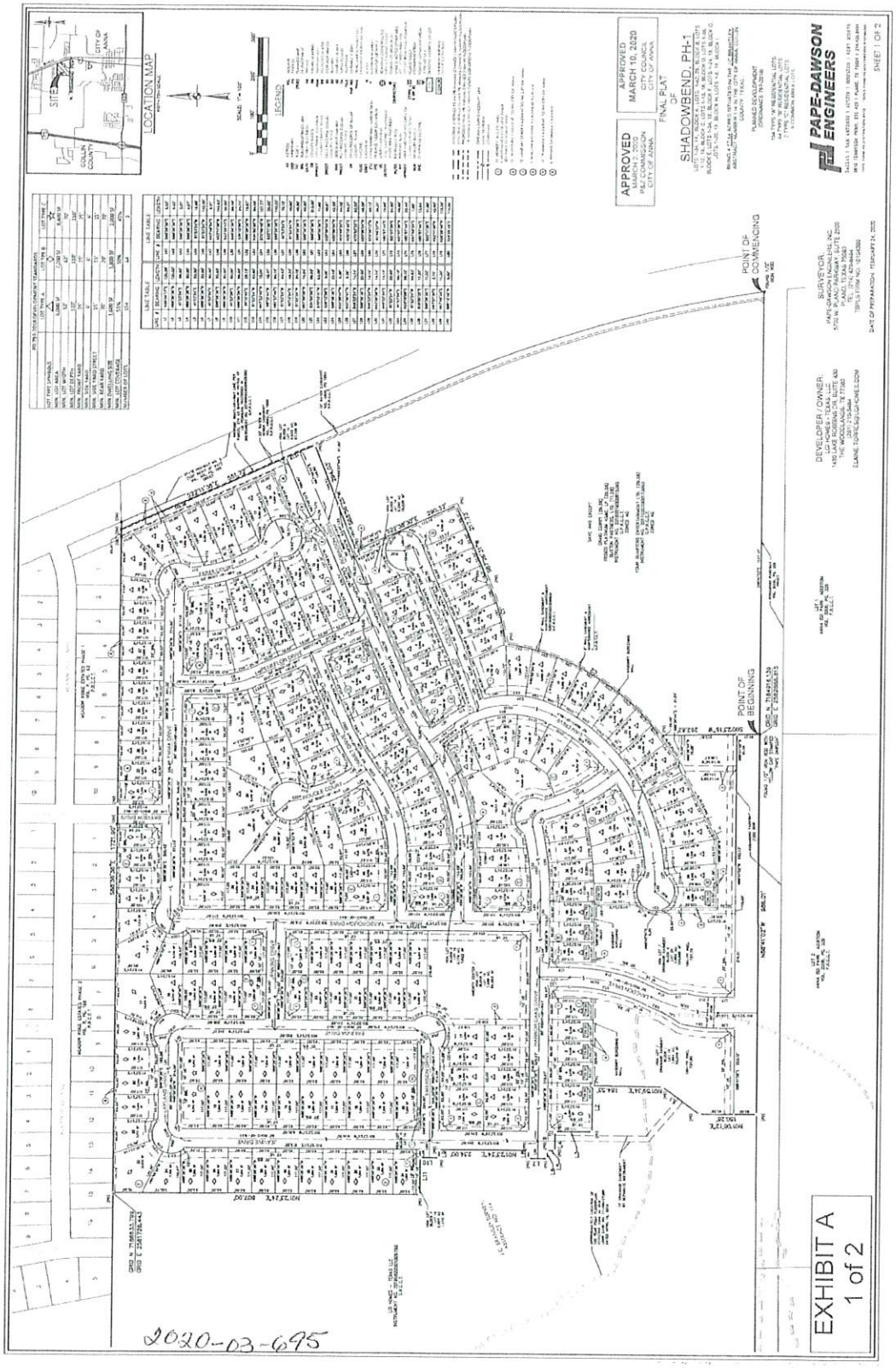


EXHIBIT B-1
Phase 2 Roadway Impact Fee Reimbursement Property

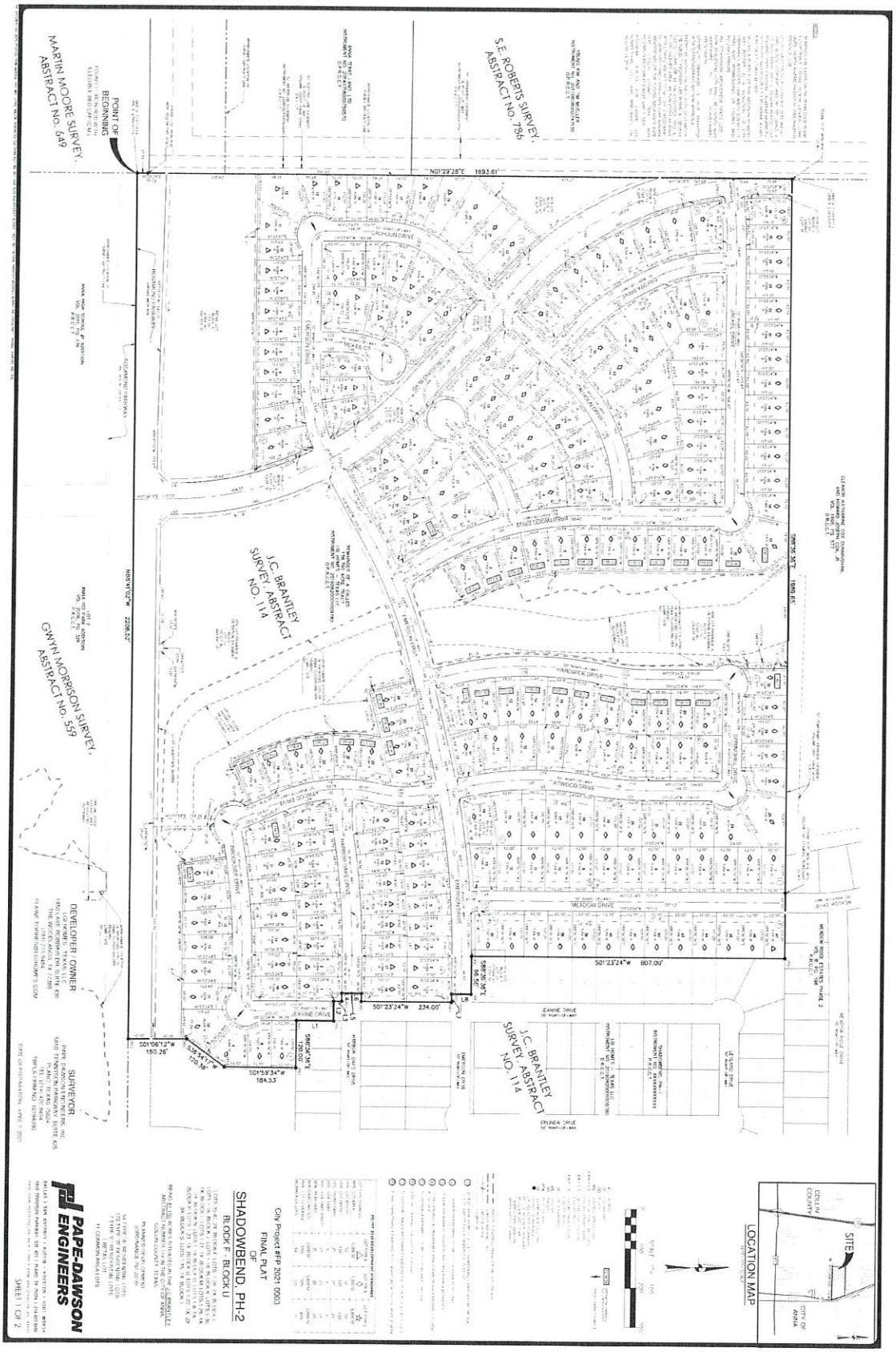


EXHIBIT C
The Roadway Project (Rosamond Parkway)

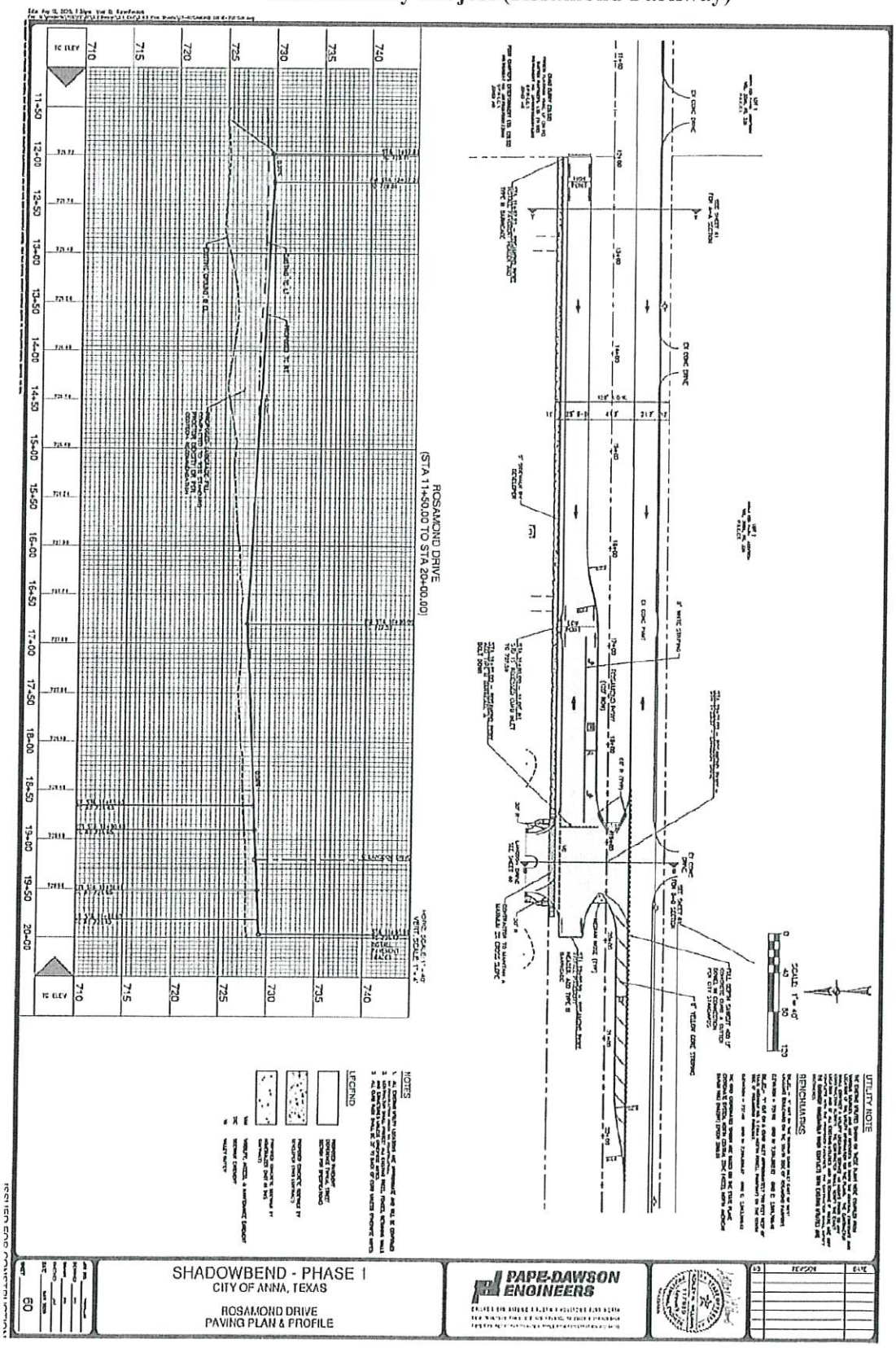


EXHIBIT C-1
The Roadway Project (West Crossing Boulevard)

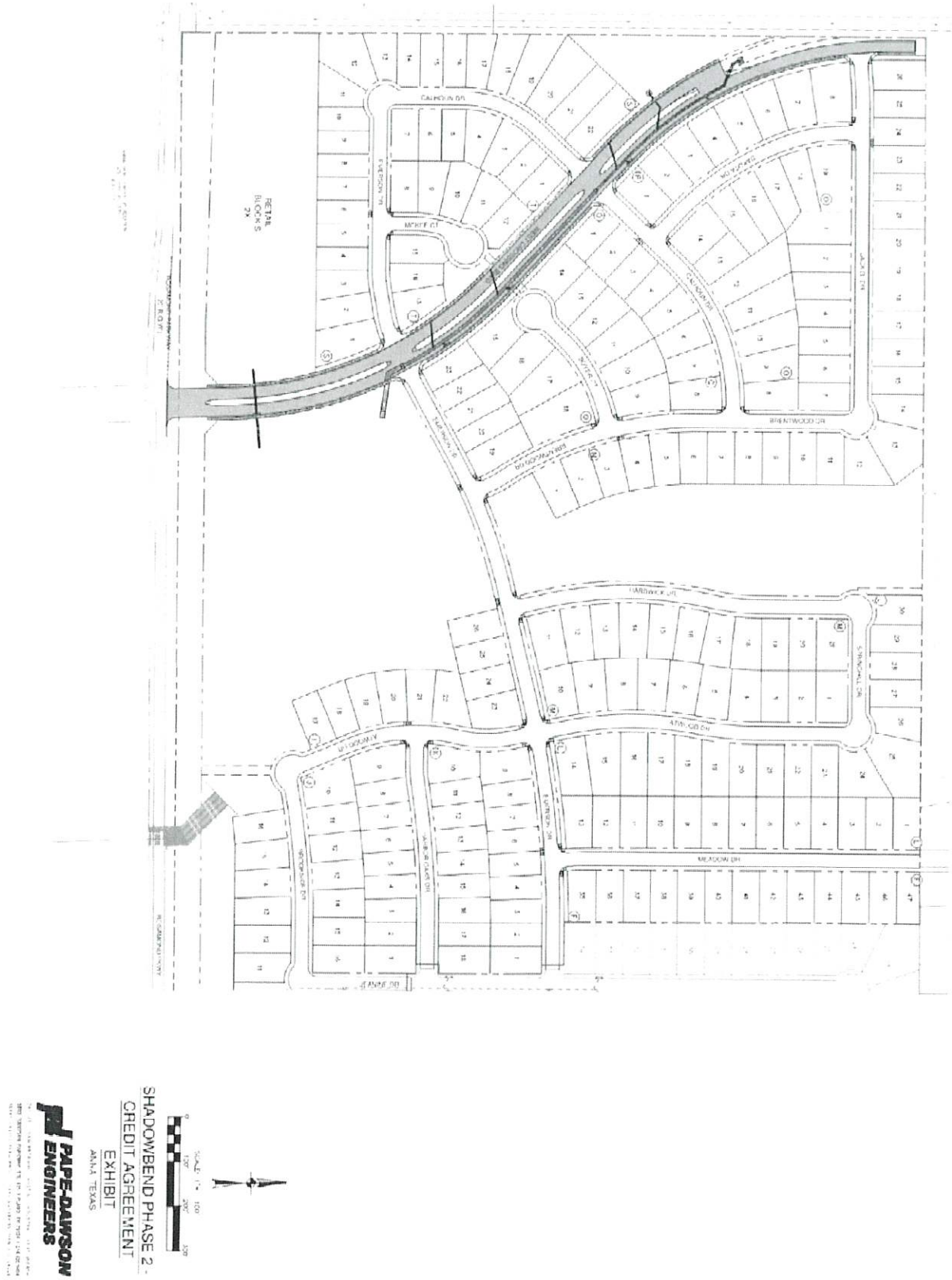


EXHIBIT D
Breakdown of Costs

PAPE-DAWSON ENGINEERS

Exhibit D: Breakdown of Costs Shadowbend Phase 1 - Rosamond Parkway Improvements				
Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
		Earthwork Improvements		
1.7	AC	Site Preparation	$ 343.00	$ 583.10
2,680	CY	Excavation, unclassified	$ 1.91	$ 5,118.80
Earthwork Subtotal				***$ 5,701.90***
		Storm Sewer Improvements		
7	LF	24-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	$ 76.09	$ 532.63
45	LF	36-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	$ 121.07	$ 5,448.15
128	LF	6' x 5' Reinforced Concrete Box (RCB), C76, Class III, All Depths, Complete in Place	$ 397.18	$ 50,839.04
11	LF	9' x 4' Reinforced Concrete Box (RCB), C76, Class III, All Depths, Complete in Place	$ 397.18	$ 4,369.01
1	EA	Standard 15-Foot Recessed Curb Inlet	$ 4,194.53	$ 4,194.53
1	EA	15-ft x 5-ft Manhole/Junction Box, Complete in Place	$ 11,883.92	$ 11,883.92
1	EA	36-Inch TxDOT SW-O Headwall, 1 Pipe	$ 2,842.71	$ 2,842.71
1	EA	Remove Headwall, Connect to Existing (2) 6'X5' RCB	$ 1,785.14	$ 1,785.14
1	EA	Inlet Protection	$ 357.50	$ 357.50
127	LF	Trench Safety	$ 0.11	$ 13.97
Drainage Subtotal				***$ 82,266.60***
		Paving Improvements		
3,365	SY	8-Inch Thick Reinforced 4,000 psi Concrete Street Pavement w/ 6-Inch Monolithic Curb (Rosamond, West Crossing, Rosamond Transition)	$ 41.30	$ 138,974.50
3,753	SY	6-Inch Lime-Stabilized Subgrade	$ 3.00	$ 11,259.00
68	TN	Hydrated Lime (36 lb/sy for 6-inch)	$ 191.00	$ 12,988.00
372	SY	5-foot Sidewalk by Developer (4-Inch Thick)	$ 46.90	$ 17,446.80
2	EA	Barrier Free Ramps	$ 1,800.00	$ 3,600.00
3	EA	Street Light	$ 11,000.00	$ 33,000.00
3	EA	Type III Barricade	$ 1,650.00	$ 4,950.00
90	LF	4" Double Yellow Striping	$ 2.00	$ 180.00
700	LF	8" White Striping	$ 2.70	$ 1,890.00
2	EA	Lane Legend "Left Arrow"	$ 260.00	$ 520.00
1	EA	Lane Legend "Only"	$ 300.00	$ 300.00
400	LF	Sawcut & Connect to Existing Concrete Pavement	$ 26.00	$ 10,400.00
1	LS	Traffic Control	$ 2,700.00	$ 2,700.00
Paving Subtotal				***$ 238,208.30***
		Miscellaneous Items		
1	LS	Construction Staking	$ 12,000.00	$ 12,000.00
1	LS	Engineering	$ 36,000.00	$ 36,000.00
Miscellaneous Subtotal				***$ 48,000.00***
PHASE 1 GRAND TOTAL				***$ 374,176.80***

PAPE-DAWSON ENGINEERS

Exhibit D: Breakdown of Costs
Shadowbend Phase 2- Rosamond Parkway & West Crossing Improvements

Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
		Earthwork Improvements		
6.6	AC	Site Preparation	$ 343.00	$ 2,263.80
16,000	CY	Excavation, unclassified	$ 2.31	$ 36,960.00
Earthwork Subtotal				***$ 39,223.80***
		Storm Sewer Improvements		
219	LF	18-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	$ 66.55	$ 14,574.45
90	LF	21-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	$ 71.24	$ 6,411.60
1,897	LF	36-Inch Reinforced Concrete Pipe (RCP), C76, Class III, All Depths, Complete in Place	$ 138.23	$ 262,222.31
450	LF	4' x 3' Reinforced Concrete Box (RCB), C76, Class III, All Depths, Complete in Place	$ 265.87	$ 119,641.50
593	LF	6' x 4' Reinforced Concrete Box (RCB), C76, Class III, All Depths, Complete in Place	$ 417.87	$ 247,796.91
136	LF	9' x 4' Reinforced Concrete Box with Rubber Gaskets (RCB), C76, Class III, All Depths, Complete in Place	$ 701.22	$ 95,365.92
7	EA	Connect to Existing 36" RCP	$ 695.53	$ 4,868.71
1	EA	8-Ft x 5-Ft Manhole/Junction Box, Complete in Place	$ 6,507.23	$ 6,507.23
1	EA	11-Ft x 5-Ft Manhole/Junction Box, Complete in Place	$ 7,506.23	$ 7,506.23
9	EA	Standard 10-Foot Curb Inlet	$ 3,464.15	$ 31,177.35
1	EA	Standard 4'x4' Drop Inlet	$ 3,464.15	$ 3,464.15
1	EA	Standard 3'x3' Drop Inlet	$ 2,785.00	$ 2,785.00
0	EA	10'x3' Drop Inlet	$ 6,159.15	$ -
1	EA	9'x4' TxDOT SW-0 Headwall, 1 Box	$ 10,164.42	$ 10,164.42
1	EA	36" TxDOT CH-PW-0 Headwall, 10 Pipe	$ 17,543.30	$ 17,543.30
3,385	LF	Post-CCTV Inspection	$ 3.50	$ 11,847.50
3,385	LF	Trench Safety	$ 0.11	$ 372.35
11	EA	Inlet Protection	$ 365.11	$ 4,016.21
Drainage Subtotal				***$ 846,265.14***

PAPE-DAWSON ENGINEERS

Exhibit D: Breakdown of Costs Shadowbend Phase 2- Rosamond Parkway & West Crossing Improvements				
Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
		Paving Improvements		
10,189	SY	8-Inch Thick Reinforced 4,000 psi Concrete Street Pavement w/ 6-Inch Monolithic Curb (Rosamond, West Crossing, Rosamond Transition)	$ 42.80	$ 436,079.12
10,800	SY	6-Inch Lime-Stabilized Subgrade	$ 2.90	$ 31,320.26
194	TN	Lime	$ 190.00	$ 36,936.31
1,710	SY	4-Inch Thick Concrete Sidewalk	$ 49.00	$ 83,790.00
12	EA	Barrier Free Ramps - Type C, Per Detail	$ 1,900.00	$ 22,800.00
2	EA	Concrete Pavement Header	$ 325.00	$ 650.00
1	EA	Stop Sign (Not Including Pole)	$ 85.00	$ 85.00
6	EA	Street Sign Name Blades (Not Including Pole)	$ 55.00	$ 330.00
1	EA	Reduced Speed Ahead (R2-5A) Sign (Not Including Pole)	$ 85.00	$ 85.00
1	EA	Reduced Speed (R2-5B) Sign (Not Including Pole)	$ 85.00	$ 85.00
2	EA	Lane Ends Merge Right (W9-2R) Sign (Not Including Pole)	$ 100.00	$ 200.00
0	EA	Traffic Sign (R3-8b) Sign (Not Including Pole)	$ 100.00	$ -
1	EA	Type III Barricade with Arrow (W1-8R) Sign	$ 1,050.00	$ 1,050.00
1	EA	Poles for Signs	$ 260.00	$ 260.00
1	EA	Type III Barricade	$ 1,400.00	$ 1,400.00
1	EA	Connect to Existing Concrete Pavement	$ 300.00	$ 300.00
200	LF	Sawcut & Connect to Existing Concrete Pavement	$ 22.00	$ 4,400.00
2,398	LF	8" White Striping	$ 2.60	$ 6,234.80
1	LS	Traffic Control	$ 5,500.00	$ 5,500.00
Paving Subtotal				***$ 631,505.49***
		Miscellaneous Items		
1	LS	Maintenance Bond, 2-Year, 100% of Contract Amount	$ 5,000.00	$ 5,000.00
1	LS	Construction Staking	$ 49,000.00	$ 49,000.00
1	LS	Engineering	$ 215,000.00	$ 215,000.00
Miscellaneous Subtotal				***$ 269,000.00***
PHASE 2 GRAND TOTAL				***$ 1,785,994.43***

Phase 1 and 2 Summary		
Phase 1 Improvements		$ 374,176.80
Phase 2 Improvements		$ 1,785,994.43
Grand Total		***$ 2,160,171.23***

Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Joey Grisham

AGENDA ITEM:
Consider/Discuss/Action on a resolution approving a Development Agreement with Anacapri Laguna Azure LLC. (Director of Economic Development Joey Grisham)

SUMMARY:
As you may recall, Council approved zoning for the Anacapri project back in December 2020 being developed by Megatel. Over the past few months, staff has been working with Megatel and our financial consultants and legal counsel to develop a Development Agreement. Below are some highlights:

- Creation of a Public Improvement District(s) and Tax Increment Reinvestment Zone(s)
- Developer will construct at least a 2.3 water surface area lagoon with sand beaches, a water slide, Flow Rider, commercial entertainment building with a restaurant and small bowling alley, and other amenities
- City will collect $2,106,300 in PID fees; another $2,106,300 will be placed in escrow (developer will receive funds back if certain benchmarks are met)
- City will dedicate 50% of the TIRZ tax increment for the residential portion and 70% for commercial/multifamily
- If the lagoon/laguna ceases operation for more than 30 consecutive days for reasons other than weather, governmental, or seasonal, TIRZ payments for the corresponding year will not be paid
- Developer will construct their portion of Ferguson Pkwy.
- Developer must expend at least $25 million on the commercial and Laguna portion of the project.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. Res. AnaCapri Dev Agreement C20012D20211007CR1

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 10/8/2021
Terri Doby, Budget Manager	Approved - 10/8/2021
Jim Proce, City Manager	New - 1/1/1900

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANACAPRI LAGUNA AZURE LLC RELATING TO DEVELOPMENT OF PROPERTY FOR MIXED USE MASTER PLANNED DEVELOPMENT

WHEREAS, Developer owns approximately _____ acres of real property located in the municipal boundaries of the City, in Collin County, Texas, (the "Property"); and

WHEREAS, the City Council approved the PD Zoning of the Property under City of Anna Ordinance 887-2020 on December 8, 2020; and

WHEREAS, the City intends that the Property be developed in accordance with the above-referenced PD Zoning and the Anacapri Development Agreement attached hereto as **Exhibit 1**;

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

Section 1. **Recitals Incorporated.**

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

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

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

PASSED by the City Council of the City of Anna, Texas, on this 12th day of October 2021.

ATTESTED:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Joey Grisham

AGENDA ITEM:
Hold a Public Hearing and Consider/Discuss/Act on a resolution approving a declaration of no objection for a proposed multifamily project. (Director of Economic Development Joey Grisham)

SUMMARY:
As a part of the process for projects seeking the 4% housing tax credits through the Texas Dept. of Housing and Community Affairs, a public hearing and declaration of no objection resolution is required. This is for the Palladium East Foster Crossing Project across from the Anna Business Park (City Council approved the zoning at the last Council Meeting).

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. RONO - Palladium East Foster Crossing

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, PROVIDING FOR A DECLARATION OF NO OBJECTION TO THE PALLADIUM EAST FOSTER CROSSING MULTIFAMILY DEVELOPMENT IN ANNA, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palladium East Foster Crossing, Ltd., a Texas limited partnership ("Applicant") has proposed the acquisition of land and development of approximately 239 units of multifamily rental housing for the general population or families on approximately 8.26 +/- acres of land located approximately at the northeast corner of East Foster Crossing and Vail Lane, City of Anna, Collin County, Texas, to be commonly known as Palladium East Foster Crossing ("Development"); and

WHEREAS, Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 4% Noncompetitive Housing Tax Credits to partially finance the Development; and

WHEREAS, pursuant to Section of 11.9 of the current TDHCA Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City desires to provide a Resolution of No Objection to the Applicant for 4% Noncompetitive Housing Tax Credit application for the Development;

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

SECTION 1. That in accordance with the requirements of the Texas Government Code §2306.67071, it is hereby found that:

a. Notice has been provided by Applicant to the City Council of the City ofAnna in accordance with Texas Government Code §2306.67071(a); and

b. The City Council of the City of Anna as the Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Development; and

c. The City Council of the City of Anna as the Governing Body has held a hearing on October 12, 2021, at which public comment was allowed be made on the application for the Development in accordance with Texas Government Code §2306.67071(b); and

d. After due consideration of the information provided by the Applicant, public hearing, and public comment on the proposed Development, the City Council of the City of Anna, acting as the Governing Body, does not object to the proposed TDHCA application for the Development.

SECTION 2. That it is **FURTHER RESOLVED,** that for and behalf of the Governing Body **t**he City Secretary of the City of Anna is hereby authorized, empowered, and directed to certify this resolution to the TDHCA and the Applicant may submit said certified resolution to TDHCA.

CONSIDERED, PASSED AND ADOPTED by the City Council of the City of Anna at a regular meeting on the 12th day of October 2021 at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation, Consider/Discuss/Act on approving a bond inducement resolution for the Palladium East Foster Crossing Multifaimily Project. (Director of Economic Development Joey Grisham)

SUMMARY:

The Anna PFC has been presented with an opportunity to partner with the Palladium Group on 8.3 acres located across from the Anna Business Park. It will include 239 apartment units and provide affordable housing for Anna neighbors--zoning was approved by the City Council on 9/28. There will be 75 one-bedroom apartments, 121 two- bedroom apartments, and 43 three-bedroom apartments. As you are aware, Palladium developed the only current MF development in Anna. To move forward with the bond process, a bond inducement resolution is required. This allows for the application to be submitted and for Palladium to get in line for funding.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. East_Foster_Crossing_Bond_Inducement_Resolution_Anna_PFC TEH RL C03029D20211007CR1 redline

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/8/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

ANNA PUBLIC FACILTY CORPORATION

Resolution No.

A RESOLUTION DECLARING THE INTENT TO ISSUE MULTIFAMILY MORTGAGE REVENUE BONDS OR NOTES WITH RESPECT TO PALLADIUM EAST FOSTER CROSSING MULTIFAMILY RENTAL DEVELOPMENT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $33,000,000; AUTHORIZING THE FILING OF AN APPLICATION FOR ALLOCATION OF PRIVATE ACTIVITY BONDS WITH THE TEXAS BOND REVIEW BOARD; AND AUTHORIZING OTHER ACTION RELATED THERETO

WHEREAS, effective September 17, 2021**,** the Anna Public Facility Corporation, a nonprofit corporation (the "Corporation or Issuer") has been duly created and organized pursuant to and in accordance with the provisions of the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended, (the "Act"); and

WHEREAS, the Act authorizes the Corporation to issue revenue bonds for the purpose of assisting the City of Anna, Texas (the "City") in financing, refinancing, owning or providing public facilities, as determined by the Board of Directors of the Corporation; and

WHEREAS, Sections 103 and 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), provide that the interest on fully registered obligations issued by or on behalf of a state or a political subdivision thereof substantially all of the proceeds of which are to be used to provide qualified residential rental projects shall be excludable from gross income for federal income tax purposes if the requirements of Section 142(d) and other applicable sections of the Code are satisfied; and

WHEREAS, it is currently requested that the Corporation issue its tax-exempt revenue bonds for the purpose of providing financing for a multifamily housing residential rental development (the "Project") to be located within the City at the address set forth in Exhibit "A" attached hereto, and to be owned by Palladium East Foster Crossing, Ltd., a Texas limited partnership or a related person within the meaning of the Code (herein called the "Owner"); and

WHEREAS, the Corporation has been informed that the Owner has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or rehabilitation of the Project and expects to make additional payments in the future and the Corporation desires to reimburse such payments and other costs associated with the Project from the proceeds of tax-exempt obligations to be issued by the Corporation subsequent to the date hereof (the "Bonds"); and

WHEREAS, the Corporation desires to reimburse the Owner for some or all of the costs associated with the Project listed in Exhibit "A" attached hereto, but solely from and to the extent, if any, of the proceeds of the Bonds; and

WHEREAS, the Corporation reasonably expects, based on information and representations of the Owner, to incur debt in the form of tax-exempt obligations for purposes of paying the costs of the Project described in Exhibit "A" attached hereto; and

WHEREAS, in connection with the proposed issuance of the Bonds, the Corporation, as issuer of the Bonds, is required to submit an Application for Allocation of Private Activity Bonds (the "Application") with the Texas Bond Review Board (the "Bond Review Board") with respect to the Bonds to qualify for the Bond Review Board's Allocation Program in connection with the Bond Review Board's authority to administer the allocation of the authority of the State to issue private activity bonds; and

WHEREAS, the Board of Directors has determined to declare its intent to issue its multifamily revenue bonds for the purpose of providing funds to the Owner to finance the Project on the terms and conditions hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA PUBLIC FACILITY CORPORATION THAT:

Section 1. The Corporation reasonably expects to reimburse the Owner for all or a portion of the costs ("Costs of the Project") that have been or will be paid subsequent to the date that is 60 days prior to the date hereof in connection with the acquisition, construction, reconstruction or rehabilitation of the property comprising the Project listed on Exhibit "A" attached hereto from the proceeds of the Bonds in an amount which is reasonably estimated to be sufficient: (a) to fund a loan to provide financing for the acquisition, construction, equipping and furnishing of the Project, including reimbursing the Owner for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof in connection with the acquisition, construction, reconstruction or rehabilitation of the Project; (b) to fund certain reserves for the benefit of the holders of the Bonds, if required; and (c) to pay certain costs incurred in connection with the issuance of the Bonds.

Section 2. Based on representations of the Owner, the Corporation reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Owner for the costs set forth in Exhibit "A" attached hereto will not exceed $33,000,000.

Section 3. The obligation of the Corporation to issue the Bonds on a tax-exempt basis is specifically subject to the ability of the Corporation to issue such Bonds in compliance with the "Volume Cap" provisions of Section 146 of the Code, Chapter 1372, Texas Government Code, as amended, and the rules of the Bond Review Board promulgated pursuant thereto, and to any rules, regulations or conditions of the Corporation relating to the issuance of the Bonds.

Section 4. The Project will be in furtherance of the public purposes of the Corporation set forth in the Act, and the Owner has provided or will provide, or cause to be provided, at its expense, the necessary interim financing to expedite the commencement of the acquisition, construction, reconstruction or rehabilitation of the Project. On or prior to the issuance of the Bonds, the Owner will enter into a purchase, lease or loan agreement on an installment payment basis with the Corporation under which the Corporation will make a loan to the Owner for the purpose of reimbursing the Owner for the Costs of the Project and the Owner will make installment payments sufficient to pay the principal of and any premium and interest on the Bonds. The Bonds shall never constitute an indebtedness or pledge of the faith and credit of the

State, of the City or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the City, and shall be limited obligations of the Corporation payable solely from the revenues received by the Corporation from or in connection with its loan to provide financing for the Project and from such other amounts as may be obtained through the exercise of the remedies provided in the financing documents upon the occurrence of an event of default.

Section 5. The Costs of the Project may include any cost of acquiring, constructing, reconstructing, rehabilitating, improving and expanding the Project. Without limiting the generality of the foregoing, the Costs of the Project shall specifically include the cost of the acquisition of all land, rights-of-way, property rights, easements and interests, financing charges, inventory, raw materials and other supplies, interest prior to and during construction and for one year after completion of construction whether or not capitalized, necessary reserve funds, the cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, reconstructing, rehabilitating, improving and expanding the Project, administrative expenses and such other expenses as may be necessary or incident to the acquisition, construction, reconstruction, rehabilitation, improvement and expansion of the Project, the placing of the Project in operation and that satisfy the Act and the Code. The Owner, as a condition to issuance of the Bonds, shall (i) be responsible for and pay any Costs of the Project incurred by it prior to issuance of the Bonds and will pay all Costs of the Project which are not or cannot be paid or reimbursed from the proceeds of the Bonds and (ii) at all times, indemnify and hold harmless the Corporation, its Board of Directors, the City, and its City Council, and all City employees, consultants, and representatives against all losses, costs, damages, expenses and liabilities of whatsoever nature (including but not limited to attorneys' fees and related expenses, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the issuance, offering, sale or delivery of the Bonds, or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project.

Section 6. Neither the Owner nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Corporation reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Corporation shall not be subject to any liability or damages of any nature. No person, entity, or association shall have any claim against the Corporation whatsoever as a result of any decision by the Corporation not to issue the Bonds.

Section 7. The Corporation acknowledges that financing of all or any part of the Project may be undertaken by the Owner or any company or partnership that is a "related person" to the Owner within the meaning of the Code and the Treasury Regulations thereunder, including any entity controlled by or affiliated with the Owner.

Section 8. This Resolution constitutes the Corporation's official intent for expenditures on Costs of the Project which will be reimbursed out of the issuance of the Bonds within the meaning of Sections 1.103-8(a)(5)(i) and (ii) and 1.150-2, Title 26, Code of Federal Regulations, as amended, and applicable rulings of the Internal Revenue Service thereunder, to the end that the Bonds issued to reimburse Costs of the Project may qualify for the exemption

provisions of Section 144 of the Code, and that the interest on the Bonds will therefore be excludable from the gross incomes of the owners thereof under the provisions of Section 103(a)(1) of the Code.

Section 9. The Corporation hereby authorizes the filing and any resubmission of an Application with the Bond Review Board and any application for carryforward, that McCall, Parkhurst & Horton be designated as an authorized representative of the Corporation for purposes of an Application and that any officer of the Corporation is hereby authorized and directed to execute an Application on behalf of the Corporation and to take any and all other actions related to such Application or necessary or desirable to carry out the provisions of this Resolution.

Section 10. The officers, employees and agents of the Corporation shall be, and each is, expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things necessary and desirable to carry out and effectuate the purposes of this Resolution.

Section 11. The Board of Directors of the Corporation hereby finds, determines and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED this the 12th day of October 2021.

APPROVED:

_____
Nate Pike, President

ATTEST:

_____
Kevin Toten, Secretary

EXHIBIT "A"

Description of the Project

Costs of the Project to be financed by tax-exempt bonds in an amount not to exceed $33,000,000 include the acquisition, construction, equipping, reconstruction or rehabilitation of a multifamily residential housing project proposed to be located at the northeast corner of East Foster Crossing and Vail Lane in the City of Anna, Texas 75409.

Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Joey Grisham

AGENDA ITEM:
Consider/Discuss/Act on a resolution approving an Amended and Restated Economic Development Incentive Agreement between the City of Anna, Texas and Waypoint Land & Capital, LLC, Anna Village Residential, Ltd., and Anna Village Commercial, Ltd. (Director of Economic Development Joey Grisham)

SUMMARY:
Staff was approached by the developer to update the Economic Development Incentive Agreement in order to firm up their financing--the original was approved in Feb. 2020. The Agreement requires the developer to move forward with permits in the next three months and updates a few other small items.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. RES Amended Incentive Agreement Waypoint C03029D20211007CR1
2. Exhibit A--Amended Agreement for Anna Village

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/8/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA APPROVING AND AUTHORIZING AN AMENDED AND RESTATED INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT WITH ANNA VILLAGE RESIDENTIAL, LTD. AND WAYPOINT LAND AND CAPITAL, LLC

WHEREAS, the City previously entered into an Incentive Agreement for New Economic Development (the "Agreement") with Waypoint Land and Capital, LLC, a Texas limited liability company ("Waypoint"), which owned real property in the City of Anna consisting of approximately 14 acres (the "Property"); and

WHEREAS, the Property is currently undeveloped and Waypoint desires to assign the Agreement to Anna Village Commercial, Ltd., a Texas limited partnership ("Anna Village") and the City desires to approve the assignment and make certain amendments to the Agreement substantially in the form of the Amended and Restated Incentive Agreement for New Economic Development (the "Amendment") attached hereto as **Exhibit 1**; and

WHEREAS, the Amendment establishes the above-reference assignment from Waypoint to Anna Village which will now be the developer of the Property;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Amendment; Authority to Execute

The City of Anna City Council hereby authorizes and approves the Amended and Restated Incentive Agreement for New Economic Development attached hereto as **Exhibit 1**, incorporated herein for all purposes. The City Council further authorizes the Mayor or the City Manager to execute the Agreement to bind the City for the limited purposes expressly stated therein.

PASSED AND APPROVED by the City Council of the City of Anna this 12th day of October 2021.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

AMENDED AND RESTATED INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

THIS AMENDED AND RESTATED INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT (this "Amendment") is entered into by and among the City of Anna, Texas (the "City"), Waypoint Land and Capital, LLC, a Texas limited liability company (the "Assignor"), Anna Village Residential, Ltd., a Texas limited partnership, and Anna Village Commercial, Ltd.

WHEREAS, Assignor and the City previously entered into that certain Incentive Agreement for New Economic Development (the "Agreement") which City approved by City of Anna Resolution No. 2020-020689 on February 25, 2020 and which Assignor executed on February 20, 2020; and

WHEREAS, this Amendment fully replaces and supersedes the Agreement and the Agreement shall be deemed void as of the Effective Date; and

WHEREAS, Assignor desires to assign all of its rights, entitlements, promises, covenants, and obligations under this Amendment in full to Anna Village Residential, Ltd. ("AVR") and Anna Village Commercial, Ltd. ("AVC") and AVR and AVC desire to accept said assignment in full;

WHEREAS, the City approves of the above-referenced assignment; and

WHEREAS, AVR and AVC collectively own real property consisting of approximately 14 acres described and depicted in further detail in the attached **Exhibit A**, which description will change based on several factors including detention/retention areas, civil engineering plans, and City Regulations (the "Property"); and

WHEREAS, AVR and AVC (referenced herein collectively as the "Developer") by entering into this Amendment agree to accept in full, jointly and severally, all of the obligations, promises, and covenants of the Developer hereunder and the Assignor is hereby fully released of all such obligations and promises and shall no longer have any rights, entitlement, or any other benefits whatsoever arising under the Agreement or this Amendment; and

WHEREAS, the Property is currently undeveloped and Developer plans to develop the Property and use the Property as a site for multifamily residential development including but not limited to all public improvements necessary to serve the Property, two four-story apartment buildings and associated amenities including a resort style swimming pool, workout facility, business center/ common area internet lounge area, dog park and green/open space (the "Apartment Project") as well as approximately 40,000 square feet of additional commercial space including retail, office space, and other space for services/medical; and

WHEREAS, Developer will develop the Apartment Project in two phases, which may or may not be constructed simultaneously. In Phase I, Developer will construct one or more four-story apartment building(s) with a minimum of 150,000 square feet and 165 units as well as all other aspects of the Apartment Project referenced in the preceding paragraph (collectively, "Phase I") with the sole exception of two or more four-story apartment building(s) with a minimum of 140,000 square feet and 152 units, which will be constructed in Phase II ("Phase II"); and

WHEREAS, a proposed concept plan of the Property is attached hereto as **Exhibit B**, which sets forth the layout for public access, parking lots, traffic areas, fire lanes, buildings, amenities and other development aspects planned for development of the Property; and

WHEREAS, the City currently lacks an establishment similar to the Apartment Project in the area of its proposed location to serve multifamily residential housing needs of the City; and

WHEREAS, the City recognizes the positive economic impact that the Apartment Project, at a total estimated value of approximately $35,000,000, will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new and expanded businesses enterprise, and the additional tax revenue; and

WHEREAS, as an incentive to develop the Apartment Project, the Developer has requested that the City forego collection of impact fees and park fees applicable to the Property and the City is willing to grant that request under and subject to the terms and conditions of this Amendment; and

WHEREAS, this Amendment is a program under Chapter 380 of the Texas Local Gov't Code;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Amendment, the City and Developer agree as follows:

Section 1. Effective Date.

The Effective Date of this Amendment shall be the date that the last of the following events have occurred: (1) the City of Anna, Texas City Council ("City Council") has approved and adopted this Amendment and the Mayor has duly executed this Amendment; and (2) Developer has duly executed this Amendment.

Section 2. Term, Termination, and Forfeiture of Incentive Grant.

2.01 The term of this Amendment shall commence on the Effective Date and shall terminate upon full performance of the Parties' respective obligations under this Amendment unless terminated sooner under the provisions of this Amendment.

2.02 Notwithstanding the foregoing or any other provision of this Amendment, if Developer defaults by failing to timely submit an application for a building permit, timely Commence Construction, and/or timely construct or cause to be constructed, the Apartment Project, in accordance with the provisions of Section 4.01 of this Amendment the City may provide notice to cure to Developer pursuant to section 8.08.

2.03 If this Amendment is terminated by the City for Developer's failure to submit an application for building permit for Phase I or timely Commence Construction of Phase I, this Amendment shall terminate and both Parties are relieved of any obligations hereunder including without limitation the City's obligation to forgo collection of any impact fees or park fees relating

to any future development of the Property.

2.04 If Developer fails to timely Complete Phase I Construction, Developer will be required to pay the City liquidated damages as set forth in this paragraph. For each day that construction of Phase I remains uncompleted after the expiration of the 30-month deadline to Complete Phase I Construction (as required in Section 4.01) Developer shall owe the City the sum of $500 per day during any such period of construction being uncompleted during the first 90 days after expiration of said 30-month deadline. During the period of 640 days following said 90-day period Developer shall owe the City the sum of $1,126.65 per day that construction remains uncompleted until and unless the amount of the liquidated damages paid by Developer equals the amount of the Phase I Incentive Grant, at which time Developer's obligation to pay liquidated damages ceases. For example, if Phase I remains uncompleted for 100 days after the expiration of the 30-month construction deadline, Developer would owe the City $56,266.50 ($500 multiplied by 90 plus $1,126.65 multiplied by 10). All such sums owed shall be paid to the City within 10 days after demand by the City. Any such sums owed are not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that Developer has failed to Complete Phase I Construction. The said sums are fixed and agreed upon by and between the City and Developer because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain.

2.05 If Developer commences construction of Phase I but abandons Phase I before completion, after notice to cure and completing the dispute resolution process in Section 8.10, and termination by the City of this Amendment, the Phase I Incentive Grant shall be deemed to have been forfeited by Developer in full and the City shall be entitled to collect and Developer, within 30 days of termination under this paragraph, shall pay the City all impact fees and/or park fees that would have at the time of said termination—in the absence of this Amendment—been due and subject to collection in connection with the development of Phase I and the Parties will have no further obligations hereunder. For the purposes of this paragraph Phase I shall be considered abandoned if Developer either (a) clearly demonstrates that it has relinquished its rights hereunder or (b) without legal excuse, ceases work on Phase I and fails to resume work within 90 days thereafter. The City may cause this Amendment to terminate under this paragraph by following the notice and cure provisions and dispute resolution process set forth in Section 8.08 and 8.10 of this Amendment. The Developer's obligation to immediately pay all impact fees and/or park fees under this paragraph shall survive the termination of this Amendment to the extent that this Amendment is terminated under this paragraph.

2.06 If this Amendment is terminated by the City for Developer's failure to submit an application for building permit for Phase II or timely Commence Construction of Phase II, this Amendment shall terminate and both Parties are relieved of any obligations related to Phase II hereunder including without limitation the City's obligation to forgo collection of any impact fees or park fees relating to Phase II or any other development of the Property (save and except Phase I).

2.07 If Developer fails to timely Complete Phase II Construction, Developer will be required to pay the City liquidated damages as set forth in this paragraph. For each day that construction of Phase II remains uncompleted after the expiration of the 30-month deadline to

Complete Phase II Construction (as required in Section 4.01) Developer shall owe the City the sum of $500 per day during any such period of construction being uncompleted during the first 90 days after expiration of said 30-month deadline. During the period of 640 days following said 90-day period Developer shall owe the City the sum of $1,109.38 per day that construction remains uncompleted until and unless the amount of the liquidated damages paid by Developer equals the amount of the Phase II Incentive Grant, at which time Developer's obligation to pay liquidated damages ceases. For example, if Phase II remains uncompleted for 100 days after the expiration of the 30-month construction deadline, Developer would owe the City $56,093.80 ($500 multiplied by 90 plus $1,109.38 multiplied by 10). All such sums owed shall be paid to the City within 10 days after demand by the City. Any such sums owed are not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that Developer has failed to Complete Phase I Construction. The said sums are fixed and agreed upon by and between the City and Developer because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain.

2.08 If Developer commences construction of Phase II but abandons Phase II before completion, after notice to cure and completing the dispute resolution process in Section 8.10, and termination by the City of this Amendment, the Phase II Incentive Grant as relates to Phase II shall be deemed to have been forfeited by Developer in full and the City shall be entitled to collect and Developer, within 30 days of termination under this paragraph, shall pay the City all impact fees and/or park fees that would have at the time of said termination—in the absence of this Amendment—been due and subject to collection in connection with the development of Phase II and the Parties will have no further obligations hereunder. For the purposes of this paragraph Phase II shall be considered abandoned, if Developer either (a) clearly demonstrates that it has relinquished its rights hereunder or (b) without legal excuse, ceases work on Phase II and fails to resume work within 90 days thereafter. The City may cause this Amendment to terminate under this paragraph by following the notice and cure provisions and dispute resolution process set forth in Section 8.08 and 8.10 of this Amendment. The Developer's obligation to immediately pay all impact fees and/or park fees under this paragraph shall survive the termination of this Amendment to the extent that this Amendment is terminated under this paragraph.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Amendment are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

"Certificate of Occupancy" means one or more documents entitled "Certificate of Occupancy" or similar which allow full occupancy of all buildings within a phase in accordance with City Regulations. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts.

"City Code" means the Anna City Code of Ordinances.

"City Council" means the governing body of the City of Anna, Texas.

"City Regulations" mean City Code provisions, ordinances, design standards, uniform codes, and other City regulations and policies, including but not limited to the Development Standards set forth in **Exhibit C**.

"Commence Construction" as relates to any given phase of construction, means to commence the work of constructing any part of the site preparation of such phase pursuant to the applicable civil engineering plans for the Apartment Project.

"Complete Phase I Construction" means to complete the work of constructing Phase I of the Apartment Project to the degree required to obtain a Certificate of Occupancy for all the units within the buildings required to be constructed in said phase.

"Complete Phase II Construction" means to complete the work of constructing Phase II of the Apartment Project to the degree required to obtain a Certificate of Occupancy for all the units within the building required to be constructed in said phase.

"Development" means the development of the Property including without limitation the construction of the buildings, public improvements and other improvements necessary to serve the Property the features shown on the concept plan attached as **Exhibit B**, and the construction of the Apartment Project.

"Development Standards" mean those standards set forth in **Exhibit C**, which said standards shall be applicable to the Property and enforceable under this Amendment as relates to development of the Property regardless of whether any of said standards would be enforceable by the City in the absence of this Amendment.

"Parties" mean the City and Developer and their respective successors and assigns.

"Phase I Incentive Grant" means the City's conditional obligation to forego the collection of the following fees as relates to the Development of Phase I in the following maximum amounts: (1) roadway impact fees - $277,744.50; water impact fees –$90,202; sewer impact fees - $68,111; and park fees - $330,000, (which includes fees in lieu of dedication as well as park development fees).

"Phase II Incentive Grant" means the City's conditional obligation to forego the collection of the following fees as relates to the Development of Phase II in the following maximum amounts: (1) roadway impact fees - $272,694.50; water impact fees –$90,202; sewer impact fees - $68,111; and park fees - $324,000, (which includes fees in lieu of dedication as well as park development fees).

"Public Improvements" mean those certain utility, roadway, drainage and other improvements that Developer is required to construct/install and dedicate to the City.

Section 4. Developer Obligations. The obligations set forth in this Section 4 are conditions for the Phase I Incentive Grant and Phase II Incentive Grant.

4.01. Location and Construction Deadlines. The Apartment Project shall be located within the Property consistent with the concept plan attached hereto as **Exhibit B**. Developer shall submit an application for a building permit for Phase I within three months of the Effective Date. Developer shall Commence Construction on Phase I on or before the expiration of three months after the building permits necessary to Commence Construction on Phase I are approved and issued by the City. Developer shall Complete Phase I Construction on or before the expiration of 24 months after the construction permit(s), excluding the grading permit, for Phase I are approved and issued by the City. Developer shall submit an application for a building permit for Phase II within three months of the City's issuance of a Certificate of Occupancy for all buildings required to be constructed in Phase I. Developer shall Commence Construction on Phase II on or before the expiration of three months after the building permits, excluding any grading permit, necessary to commence construction on Phase II are approved and issued by the City. Developer shall Complete Phase II Construction on or before the expiration of 24 months after the building permit(s) for Phase II are approved and issued by the City. Notwithstanding the foregoing or any other provision of this Agreement, Developer may submit an application for Phase I and Phase II simultaneously and in such event "Phase I" as used in this Amendment shall include Phase II for all purposes and the Phase I Incentive Grant and the Phase II Incentive Grant shall be combined and all time periods for commencing and completing construction shall be deemed to be those that pertain to Phase I.

4.02. Performance Bond, Payment Bond and Other Security. Developer shall include in every contract with a subcontractor that will work on any of the Public Improvements a clause that requires the subcontractor to execute or cause to be executed one or more valid performance bonds in favor of the City for the construction, work and materials necessary to complete the Public Improvements. Said bonds may be dual obligee bonds and shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations, except that the bonds shall be in an amount that is 110% of the contract price for each subcontractor's construction contract for any part of the Public Improvements and shall contain a provision that increases the amount of the bond to the extent that the contract price increases by change order. Developer shall further execute or cause to be executed a valid Maintenance Bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Improvements, arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the Public Improvements constructed under any such contract(s).

4.03. Public Improvements Generally. Developer shall provide or cause to be provided all necessary public improvements that are required by City Regulations in connection with development of the Property, such as streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City and in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Developer shall cause the timely installation of such improvements in accordance with the City Regulations unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans must be approved by the City's engineer or his or her agent prior to approval of a final plat of any portion of the development of the Property. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction and

City has issued a written notice to proceed.

4.04. Approval of Plats/Plan. Approval by the City, the City's Engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Amendment or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, 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 Designer's engineer, his officers, agents, servants or employees.

4.05. Insurance.

(a) Developer shall contractually require all of its subcontractors that will perform any of the construction work related to the Public Improvements to acquire and maintain, during the period of time when any of the Public Improvements are under construction (and until the full and final completion of the Public Improvements 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 Amendment, 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 Improvements construction contracts, whether by Developer, a contractor, subcontractor, materialman, or otherwise. Developer is not responsible for the failure of any construction contractor to fail to perform pursuant to this paragraph unless Developer fails to contractually require and enforce the obligation of its subcontractors to obtain and maintain insurance in accordance with this Section 4.05.

(b) Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Improvement construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of same, the City shall receive written notice of such cancellation, non-renewal or modification.

4.06. Developer Pays All Fees and Costs. After notice to cure and completing the dispute resolution process in 8.10, and termination by the City of this Amendment, the Phase I Incentive Grant and Phase II Incentive Grant shall be deemed to have been forfeited, if Developer fails to timely pay, or cause third parties to timely pay its engineering, planning, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, license fees, development fees, land clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts, costs of labor and material, inspection fees, impact fees not included in the Incentive Grant, insurance premiums, bond premiums (if applicable), interest, carry cost, financing fees and

all other fees, costs and expenses incurred in connection with the construction of the Public Improvements. If the Phase I Incentive Grant and/or Phase II Incentive Grant is forfeited under this paragraph, Developer, within 30 days of termination under this paragraph, shall pay all impact fees and park fees ("in lieu of fees" and park development fees) that would have at the time of said forfeiture—in the absence of this Amendment—been due and subject to collection in connection with the development of the Property and the Parties will have no further obligations hereunder. The Developer's obligation to immediately pay all impact fees and/or said park fees under this paragraph shall survive the termination of this Amendment to the extent that this Amendment is terminated under this paragraph.

4.07. City Regulations. Developer acknowledges that development of the Property must comply with all applicable City Regulations, which shall be enforceable under this Amendment. Except to the extent this Amendment provides for stricter or more restrictive requirements than those in applicable City Regulations, the applicable City Regulations shall control. This Section 4.07 shall survive the termination of this Amendment.

Section 5. Incentive Grant.

The City hereby agrees to provide the Phase I Incentive Grant and/or Phase II Incentive Grant to the Developer as conditioned under the terms of this Amendment.

Section 6. Buy Local Provision.

6.01. Developer agrees to use its commercially reasonable efforts to give preference and priority to local manufacturers, suppliers, contractors, and labor that have a proven track record of successful experience in similar multifamily construction, of this size and quality, and have good references from similar projects, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.

6.02. For the purposes of this section, the term "local" as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 75-mile radius of Collin County.

Section 7. Warranties. The accuracy of the warranties set forth in this Section 7 are conditions for the Incentive Grant to continue to be in effect. Developer shall notify the City if and when any of the following warranties are no longer accurate. The failure to so notify the City is a material breach of this Amendment. Developer warrants and represents to the City the following:

7.01. Developer is a Texas limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas. Developer has all corporate power and authority to carry on its business as presently conducted in the State of Texas.

7.02. Developer has the authority to enter into and perform, and will perform, the terms of this Amendment to the best of its ability.

7.03. Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to the Development, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Amendment.

7.04. Any entity(ies)/individual(s) executing this Amendment on behalf of Developer are duly authorized to execute this Amendment on behalf of Developer.

7.05. In accordance with Chapter 2264 of the Texas Government Code, Developer certifies that neither it, nor a branch, division, or department of Developer, will ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Amendment, Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or recodified, Developer shall repay the total amount of all public subsidies and/or incentives theretofore received under this Amendment with interest at two percent (2%) per annum not later than the 120th day after the date the City notifies Developer in writing of the violation. The Developer does not boycott Israel and will not boycott Israel during the term of this Amendment.

7.06. No litigation or governmental proceeding is pending or, to the knowledge of Developer and its general partner and officers, is threatened against or affecting Developer, or the Development or the Property, that may result in any material adverse change in Developer's business, properties or operation.

7.07. Developer shall not be in breach of any other contract by entering into and performing this Amendment. Developer shall amend or enter into any other contract that may be necessary for Developer to fully and timely perform its obligations under this Amendment.

Section 8. Miscellaneous.

8.01. Compliance with Laws. Developer shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development.

8.02. Non-Discrimination. Developer covenants and agrees that Developer will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Development on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

8.03. Time Periods. Time is of the essence in the performance of this Amendment.

8.04. Force Majeure. If the City or Developer are prevented, wholly or in part, from fulfilling their respective obligations under this Amendment, by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, war, riot, civil commotion, insurrection, inclement weather, floods, shortages of labor or materials, strikes, other events of force majeure, or by reason of circumstances beyond its control, then the

obligations of the City and/or Developer are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon. A Party that has claimed the right to temporarily suspend its performance 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 perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure. Notwithstanding the foregoing or any other provision of this Agreement, the Covid-19 pandemic shall not be deemed to be and event of Force Majeure and shall not provide a party any rights under this section unless mutually agreed in writing by the Parties.

8.05. Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations under this Amendment to a third party without prior written approval of City Council and the City, which approval will not be unreasonably withheld or delayed. The City agrees, however, that Developer may assign all or part of its rights and obligations under this Amendment to any entity affiliated with Developer by reason of controlling, being controlled by, or being under common control with Developer or to a third-party lender advancing funds for the construction or operation of Public Improvements. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of City Council or the City to such an assignment will be required. Developer agrees to provide the City with written notice of any such assignment. Any assignment of Developer's rights under this Amendment shall release Developer from its obligations hereunder to the extent such obligations are assigned.

8.06. INDEMNITY. DEVELOPER COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO DEVELOPER'S PERFORMANCE OF THIS AMENDMENT OR TO THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE PUBLIC IMPROVEMENTS AND ANY OTHER IMPROVEMENTS OR CONSTRUCTION RELATED TO THE DEVELOPMENT, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC PROPERTY. THE INDEMNITY PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND DEVELOPER, RESPONSIBILITY AND INDEMNITY, IF ANY,

SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. DEVELOPER'S OBLIGATIONS UNDER THIS SECTION 8.06 SHALL SURVIVE THE TERM OF THIS AMENDMENT.

8.07. Events of Default by Developer. In addition to other events of default by Developer set forth in this Amendment, each of the following events constitute a default of this Amendment by Developer:

(a) If the Developer makes a material misrepresentation in this Amendment or in any financial statement, certificate, report, or opinion submitted to the City or the City in connection with this Amendment that was incorrect or misleading in any material respect when made.

(b) Any attachment or other levy against the Development or any portion thereof with respect to a valid claim, excluding mechanic's and materialman's liens, remains unpaid, undischarged, or not dismissed for a period of 120 days.

(c) Developer makes an assignment for the benefit of creditors.

(d) Developer files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.

(e) If taxes owed to the City by Developer become delinquent, and Developer fails to timely and properly follow the legal procedures for protest or contest.

(f) Developer fails to timely, fully and completely comply with any one or more of the material requirements, obligations, duties, terms, conditions or warranties of this Amendment, including without limitation City Regulations.

8.08. Notice of Default. Should the City determine that Developer is in default according to the terms of this Amendment, the City shall notify Developer in writing of the event of default, and provide 60 days from the date of the notice ("Cure Period") for Developer to cure the event of default; provided, however, that if the breach or default cannot reasonably be cured within such period but diligent efforts to cure promptly commence, then the Cure Period shall continue for a period not to exceed a total of 90 days from the date of the notice.

8.09. Results of Uncured Default by Developer. If any default—other than a default under paragraphs 4.01 of 2.02 herein, and subject to the dispute resolution paragraph herein—by Developer persists beyond the Cure Period and the completion of the dispute resolution procedure and the City terminates this Amendment, the Developer shall pay the City the amount of the Phase I Incentive Grant and/or Phase II Incentive Grant, as applicable, to the extent that the same would have at the time of said termination—in the absence of this Amendment—been due and subject to collection in connection with the development of the Property. If the City acts to collect any amounts due hereunder, Developer shall pay the City its reasonable attorney fees and costs of court to collect amounts found to be due to City. Upon full payment by Developer of all sums due, the City and Developer shall have no further obligations to one another under this Amendment. Neither the City nor Developer may be held liable for any special or consequential damages.

8.10 Dispute Resolution. For any disputes between the Developer and the City as specified herein, before City terminates this Amendment for an alleged default or filing a lawsuit against Developer, the Parties shall endeavor to resolve the dispute between them by nonbinding mediation. A request for mediation shall be made in writing and delivered in accordance with the notice provisions sated herein. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Collin County, Texas.

8.11. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Amendment, constitutes a waiver of any subsequent breach of the covenant or condition of this Amendment. No waiver of any covenant or condition, or the breach of any covenant or condition of this Amendment, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Amendment. Any waiver or indulgence of Developer's default may not be considered an estoppel against the City. It is expressly understood that if at any time Developer is in default in any of its conditions or covenants of this Amendment, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of the rights or remedies or elect to terminate this Amendment on account of the default.

8.12. Limitation of Remedies. Developer specifically agrees that the City shall not be liable to Developer for any actual or consequential or incidental damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the City under the terms of this Amendment.

8.13. Notices. Any notice and/or statement required and permitted to be delivered under this Amendment shall be deemed delivered depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in in accordance with this provision.

DEVELOPER:

Anna Village Residential, Ltd.
Robert Beall
5712 Colleyville Blvd., Suite 200
Colleyville, Texas 76034

CITY:

City of Anna
Attn.: City Manager
P.O. Box 776,
Anna, Texas 75409-0776

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

Notice is effective upon deposit in the United States mail in the manner provided above.

8.14. Incorporation of Other Documents. The Exhibits referenced in this Amendment and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A – Legal Description of the Property
Exhibit B – Concept Plan
Exhibit C – Development Standards

8.15. Amendments or Modifications. No amendments or modifications to this Amendment may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

8.16. Relationship of Parties. In performing this Amendment, both the City and Developer will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no time shall the City have any control over or charge of Developer's design, construction or installation of any of the infrastructure or public improvements that are the subject of this Amendment, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Amendment does not create a joint enterprise between the City and Developer.

8.17. Captions. The captions in this Amendment are for convenience only and are not a part of this Amendment. The captions do not in any way limit or amplify the terms and provisions of this Amendment.

8.18. Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Amendment or the application of this Amendment to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Amendment, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Amendment that every section, paragraph, subdivision, clause, provision, phrase, or word of this Amendment be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Amendment, then the remainder of this Amendment is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Amendment

automatically.

8.19. Venue. Venue for any legal action related to this Amendment is in Collin County, Texas.

8.20. Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Amendment. This Amendment was drafted equally by the Parties hereto. The language of all parts of this Amendment shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

8.21. Sole Agreement. This Amendment constitutes the sole agreement between the City and Developer as relates to the Development. Any other prior agreements, promises, negotiations, or representations related to the Development, verbal or otherwise, not expressly stated in this Amendment, are of no force and effect.

8.22. Third Party Beneficiaries. This Amendment is not intended to confer any rights, privileges or causes of action upon any third party.

8.23. Binding Agreement. This Amendment shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

8.24. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

8.25. Recording. The Parties agree that this Amendment and any memorandum or short form of this Amendment may be recorded and that this Amendment shall run with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED BY THE PARTIES:

WAYPOINT LAND AND CAPITAL, LLC, a Texas limited liability company

By: _____
Nathan McCartney, its Manager

State of Texas
County of Collin

Before me, on this day personally appeared Nathan McCartney, 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 his capacity as Manager of Waypoint Land and Capital, LLC for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2021.

_____
Notary – State of Texas

ANNA VILLAGE RESIDENTIAL, LTD., a Texas limited partnership

By: **BEALL ANNA GENPAR, LLC,** a Texas limited liability company, its general partner

By: _____
Robert S. Beall, its Manager

State of Texas
County of Collin

Before me, on this day personally appeared Robert S. Beall, 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 his capacity as Manager of Beall Anna Genpar, LLC in its capacity as general partner for Anna Village Residential, Ltd. for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2021.

ANNA VILLAGE COMMERCIAL, LTD., a Texas limited partnership

By: **BEALL ANNA GENPAR, LLC,** a Texas limited liability company, its general partner

By: _____
Robert S. Beall, its Manager

State of Texas
County of Collin

Before me, on this day personally appeared Robert S. Beall, 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 his capacity as Manager of Beall Anna Genpar, LLC in its capacity as general partner for Anna Village Commercial, Ltd. for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2021.

_____
Notary – State of Texas

CITY OF ANNA, TEXAS

By:_____
Jim Proce, City Manager

State of Texas
County of Collin

Before me, on this day personally appeared Jim Proce 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 his capacity as City Manager of the City of Anna, Texas.

Given under my hand and seal of office this _____ day of _____ 2021.

_____
Notary – State of Texas

Exhibit A

Legal Description

LEGAL DESCRIPTION

BEING a tract of land situated in the W. S. Rattan Survey, Abstract No. 752, City of Anna, Texas, and being part of a tract of land described in deed to One Anna Two, Ltd., recorded in Instrument Nos. 20070201000151600 & 20070201000151610, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point at the southeast end of a right-of-way corner clip located at the intersection of the south right-of-way line of Suzie Lane (a 30-foot wide right-of-way) with the west right-of-way line of U.S. Highway No. 75 (a variable width right-of-way);

THENCE with said west right-of-way line, South 7°37'00" West, a distance of 848.16 feet to a point for corner;

THENCE departing said west right-of-way line, South 89°13'59" West, a distance of 659.32 feet to a point for corner in the east right-of-way line of Standridge Boulevard (a variable width right-of-way);

THENCE with said east right-of-way line, the following courses and distances:

North 0°46'01" West, a distance of 664.47 feet to a point at the beginning of a tangent curve to the right having a central angle of 1°48'11", a radius of 620.03 feet, a chord bearing and distance of North 0°08'05" East, 19.51 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 19.51 feet to a point for corner at the southwest end of a right-of-way corner clip located at the intersection of said east right-of-way line of Standridge Boulevard with said south right-of-way line of Suzie Lane;

THENCE with said right-of-way corner clip, North 50°48'21" East, a distance of 39.85 feet to a point for corner at the northeast end of said right-of-way corner clip;

THENCE with the south right-of-way line of said Suzie Lane, the following courses and distances:

South 80°48'39" East, a distance of 12.54 feet to a point at the beginning of a tangent curve to the left having a central angle of 57°41'07", a radius of 230.00 feet, a chord bearing and distance of North 70°20'47" East, 221.91 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 231.56 feet to a point for corner;
North 41°30'14" East, a distance of 110.79 feet to a point at the beginning of a tangent curve to the right having a central angle of 56°06'46", a radius of 170.00 feet, a chord bearing and distance of North 69°33'37" East, 159.92 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 166.49 feet to a point for corner;
South 82°23'00" East, a distance of 281.75 feet to a point for corner at the northwest end of said right-of-way corner clip located at the intersection of said Suzie Lane with said U.S. Highway No. 75;

THENCE with said right-of-way corner clip, South 37°23'00" East, a distance of 42.43 feet to the **POINT OF BEGINNING** and containing ±14 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
ANDY.DOBBS@KIMLEY-HORN.COM

STATE OF TEXAS
REGISTERED
J. ANDY DOBBS
6196
PROFESSIONAL
LAND SURVEYOR
12-4-19

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	JAD	DEC. 2019	063222305	1 OF 1

CUDE. MITCHELL 12/4/2019 11:05 AM K:\DAL SURVEY\063222305-ANNA STANDRIDGE NWC US75 AND FM455\DWG\063222305-ANNA STANDRIDGE NWC US75 AND FM455 14AC

Exhibit B
Concept Plan

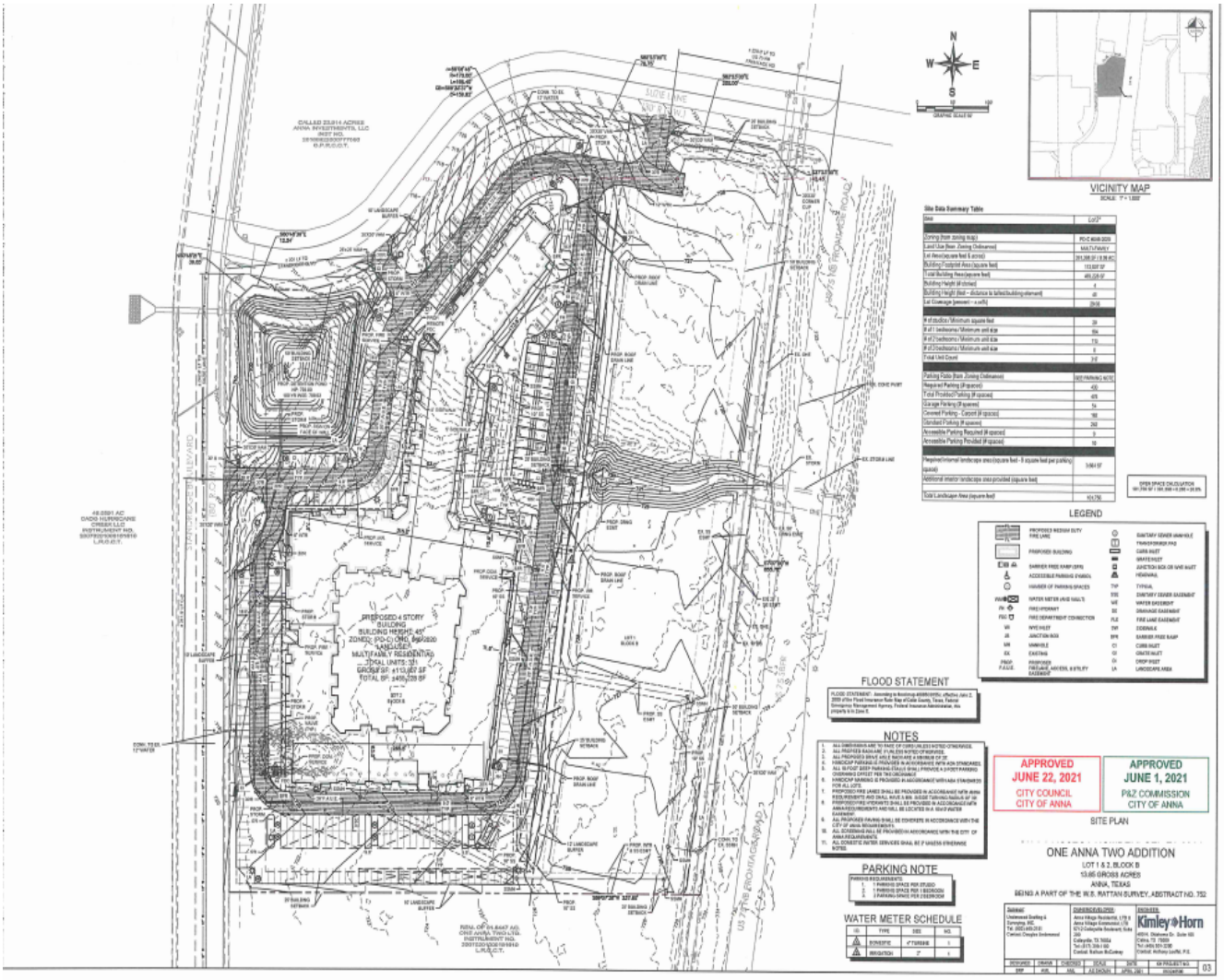


Exhibit C
Development Standards

The Developer shall comply and shall cause all contractors, subcontractors, builders other persons and any successors or assigns to comply with the following:

A. All multi-family buildings and structures shall have at least thirty percent (30%) of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of manufactured stone or brick with no more than thirty percent (30%) consisting of Stucco, no more than thirty percent (30%) consisting of fiber cement siding and no more than ten percent (10%) consisting of metal panel.

B. Roof materials for buildings and structures must be architectural roof shingles, TPO type roofing materials and/or parapet.

C. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.

D. Border fencing of stone, iron, or masonry construction of not less than six feet in height and not more than eight feet in height shall be installed along the property line on any perimeter not abutting a public street. The stone, iron, or masonry wall shall have stone or masonry columns at a maximum distance of 50-foot centers. Fencecrete, iron, tubular steel may be permitted with stone or masonry columns at a maximum distance of 30-foot centers with approval by the City Council.

E. Refuse containers shall be screened from view on 3sides by a wall of masonry not less than eight feet in height or by an enclosure within a building. Solid metal gates of an equal height to the screening must be provided for all openings.

F. A covered entry area shall be designed at the main entry to each building.

G. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but is not limited to:
   1) Articulation of building façade
   2) Extensions to the building through covered porches, bay or box windows, and other similar features projecting out from the façade
   3) A horizontal change in building materials between stories of a building
   4) Variation in building materials between vertical intervals
   5) Variations in window placement
   6) Architectural features such as shutters, awnings, balconies, verandas, railings, dormers, chimneys, decorative moldings or ornamental details
   7) Other similar design features

H. Architectural detailing, horizontal off-sets and other features shall be provided on all sides of the building to avoid blank walls and large, monolithic masses.

I. No building façade may exceed a length of 100 feet without a break in the façade of a minimum depth of 2 feet for a minimum length of 10 feet.

J. Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend Article 9.04 Zoning Ordinance and related sections of the Development Regulations to modify regulations pertaining to swimming pool setbacks. (Director of Development Services Ross Altobelli)

SUMMARY:
The purpose of the swimming pool regulations is to promote the safety and enjoyment of property rights by establishing rules and regulations governing the location and improvement of swimming pools whether privately, publicly, or commercially owned or operated.

Currently, the City of Anna prohibits swimming pools within eight feet from any property line. The Planning & Zoning Commission recommended this distance be reduced to five feet. The proposed reduction would match the five-foot setback requirement that was recently adopted for accessory buildings.

The requested amendments to the Zoning Ordinance will improve staff efficiency, clarify the City's development regulations and standards, and reduce costs to neighbors, developers, and property owners.

The Planning & Zoning Commission recommended approval as submitted.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Recommended for approval.

ATTACHMENTS:
1. Ordinance (Swimming Pool Setback)
2. PZ 10-04-21 write-up

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 9 (PLANNING AND DEVELOPMENT REGULATIONS); 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 subdivision of land, zoning, landscape regulations, and tree preservation in the City; 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 and have held the public hearings as required by law and afforded a full and fair hearing to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Article 9.04 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. **Amendment**

In accordance with Article 1.01 of the Anna City Code of Ordinances ("Anna Code"), the amendments made to Chapter 9 (Planning and Development Regulations) are hereby amended as follows.[1]

ARTICLE 9.04 ZONING ORDINANCE

[…]

Sec. 9.04.033 Special Uses

[…]

(j) <u>Swimming pools</u>.

[1] Additionally, throughout Chapter 9 (Planning and Development Regulations), this Ordinance shall permit Franklin Publishing to update references as necessary, such as:

[…]

(E) The swimming pool is no closer than ~~eight~~ five feet from any property line.

[…]

Section 3. **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 4. **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 the lesser of $2,000 or the highest amount allowed by applicable law for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

Section 5. **Publication of the Caption and Effective Date**

This ordinance shall be effective upon its passage by the City Council 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 12th day of October 2021.

ATTESTED:

_____

Carrie L. Land, City Secretary

APPROVED:

_____

Nate Pike, Mayor

CITY OF ANNA

PLANNING & ZONING COMMISSION

October 4, 2021

Agenda Item: Text Amendment

DESCRIPTION:

Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding an amendment to Article 9.04 (Zoning Ordinance) pertaining to swimming pool regulations.

REMARKS:

One of the Planning & Zoning Commission's duties is to hold public hearings and make recommendations to the City Council relating to the creation, amendment, and implementation of zoning regulations. Changes to the zoning regulations may only be amended by ordinance which requires a public hearing before the Planning & Zoning Commission and City Council.

On September 14, 2021, the City Council called a public hearing to consider an amendment to swimming pool setback requirements which are located within Subsection 9.04.033(j) (Special Uses) in Article 9.04 (Zoning Ordinance) of Chapter 9 (Planning and Development Regulations) within the Code of Ordinance.

ISSUES:

The purpose of the swimming pool regulations is to promote the safety and enjoyment of property rights by establishing rules and regulations governing the location and improvement of swimming pools whether privately, publicly, or commercially owned or operated.

Currently the City of Anna prohibits swimming pools within eight feet from any property line. Staff is recommending this distance be reduced to five feet. The proposed reduction would match the five-foot setback requirement that was recently adopted for accessory buildings.

SUMMARY:

The requested amendments to the Zoning Ordinance will improve staff efficiency, clarify the City's development regulations and standards, and reduce costs to neighbors, developers, and property owners.

RECOMMENDATION:

Recommended for approval as follows: (additions are indicated in green, underlined text; deletions are indicated in red, strikethrough text).

Sec. 9.04.033 Special uses

(j) Swimming pools. It is the purpose of the following provisions to recognize an outdoor swimming pool as a potentially attractive nuisance and to promote the safety and enjoyment of property rights by establishing rules and regulations governing the location and improvement of swimming pools whether privately, publicly, or commercially owned or operated.

(2) A swimming pool may be constructed and operated when:

(E) The swimming pool is no closer than ~~eight~~ five feet from any property line.

Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding The Villages of Hurricane Creek, Phase 1B, Block K, Lots 19R, 20-23, 3X, & 24X, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Five single-family residential lots and 2 common area lots on 10.2± acres located at the southwest corner of Shadybrook Trail and Hidden Valley Drive. Zoned Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line Homes (PD-SF-84/SF-72/SF-60/SF-Z) (Ord. No. 886-2020).

The purpose for the replat is to create five additional single-family residential lots and two common area lots within The Villages of Hurricane Creek, Phase 1 subdivision.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

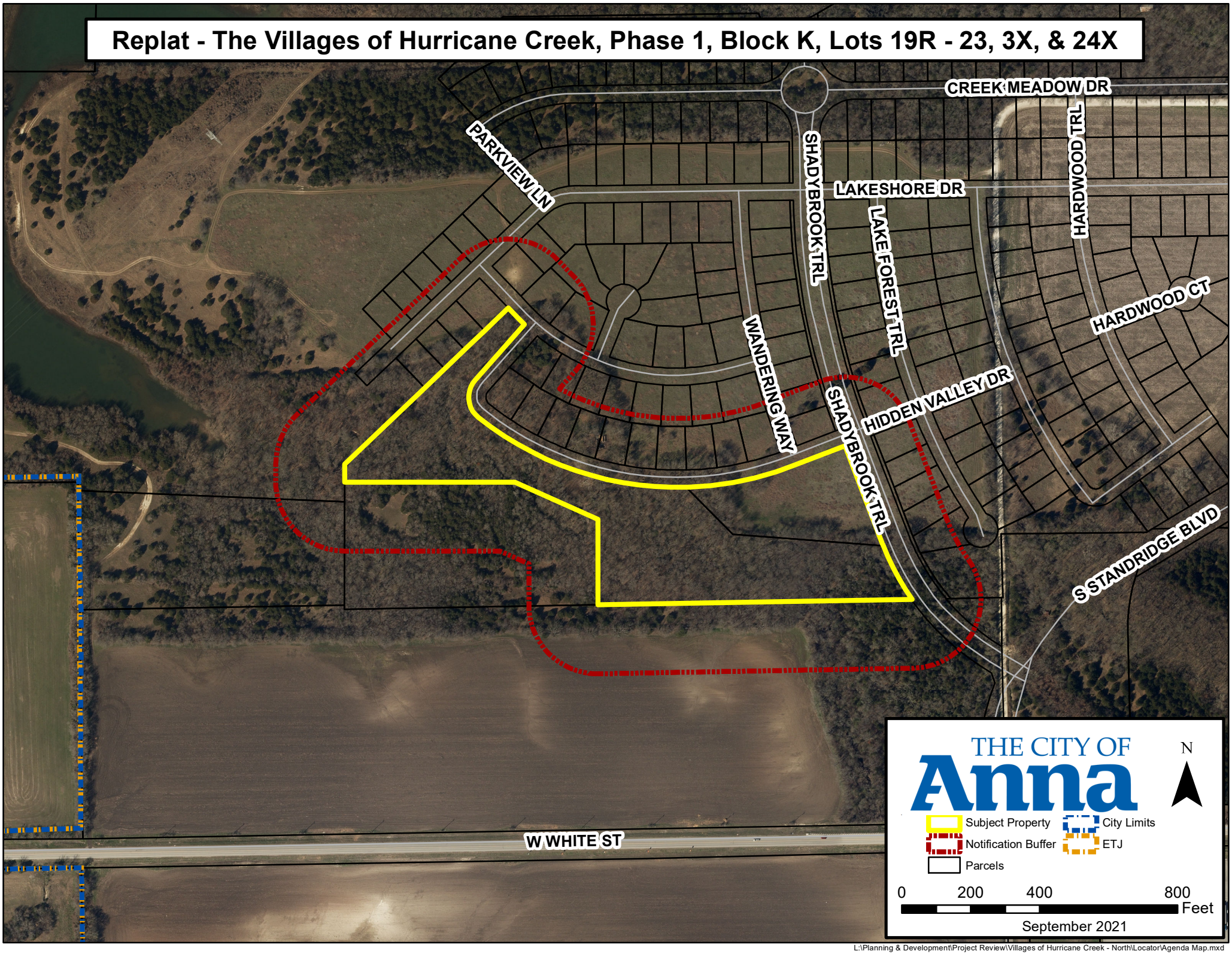
STAFF RECOMMENDATION:
Recommend for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (RP) The Villages of Hurricane Creek, Phase 1B, Block K, Lots 19R, 20-23, 3X, & 24X
3. EXHIBIT A (STAMPED) (RP) Villages of Hurricane Creek PH 1, BL K

APPROVALS:
Ross Altobelli, Director of Development Services Created/Initiated - 10/7/2021

Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Replat - The Villages of Hurricane Creek, Phase 1, Block K, Lots 19R - 23, 3X, & 24X



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES OF HURRICANE CREEK, PHASE 1, BLOCK K, LOTS 19R, 20-23, 3X, & 24X, REPLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, CADG Hurricane Creek, LLC has submitted an application for the approval of The Villages of Hurricane Creek, Phase 1, Block K, Lots 19R, 20-23, 3X, & 24X, Replat.

WHEREAS, The Replat of The Villages of Hurricane Creek, Phase 1, Block K, Lots 19R, 20-23, 3X, & 24X conforms to the existing zoning;

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 of Replat

The City Council hereby approves The Villages of Hurricane Creek, Phase 1, Block K, Lots 19R, 20-23, 3X, & 24X, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October, 2021.

ATTEST:

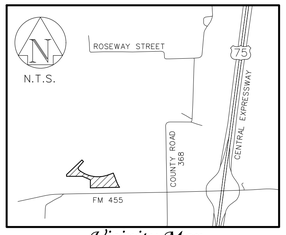
_____

City Secretary, Carrie L. Land

APPROVED:

_____

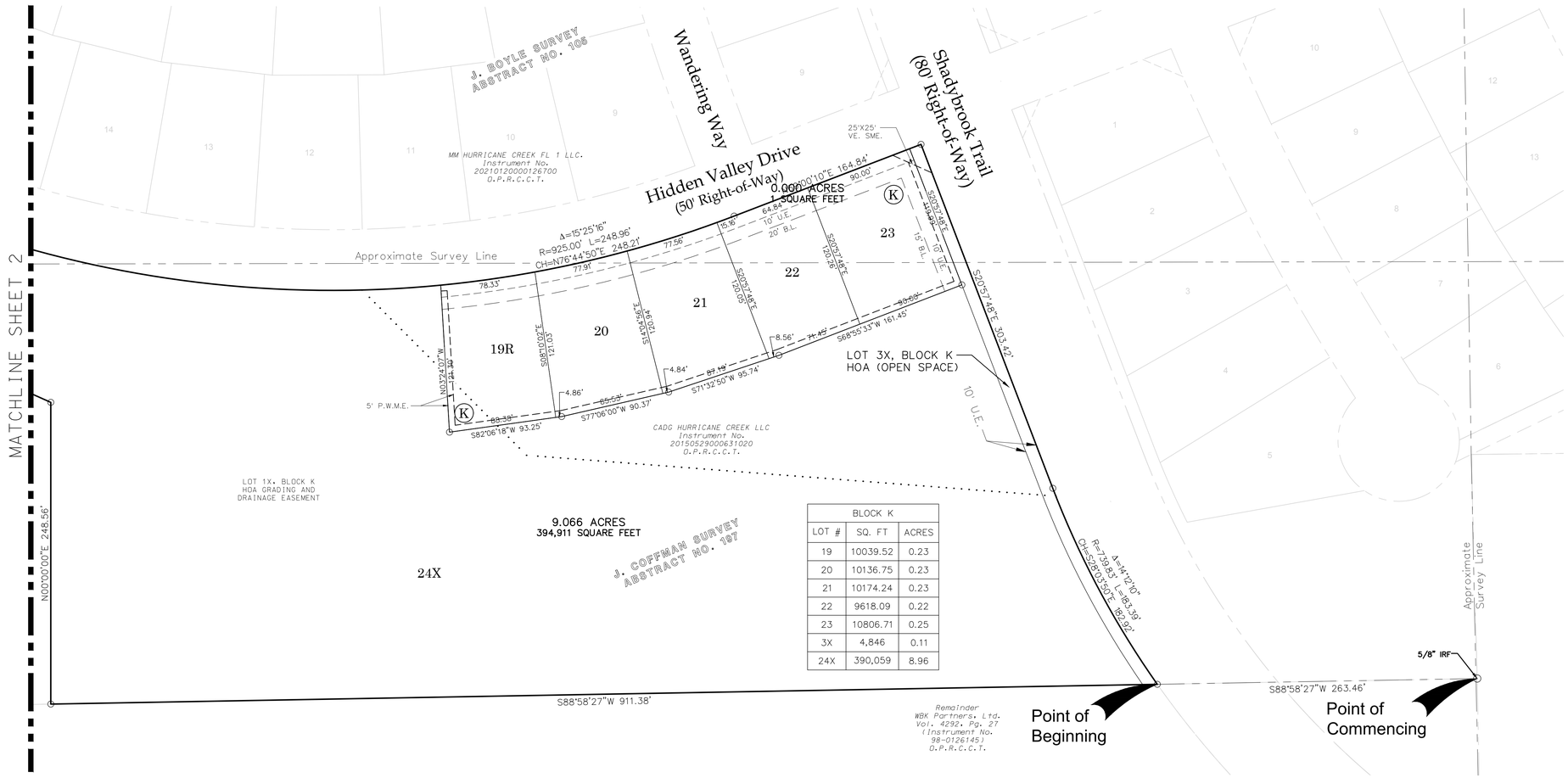
Mayor, Nate Pike



Vicinity Map

LEGEND

P.O.B.	POINT OF BEGINNING
IRS	IRON ROD SET
IRF	IRON ROD FOUND
OPRCCT	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
PRCCT	PLAT RECORDS OF COLLIN COUNTY, TEXAS
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
VAM	VISIBILITY ACCESS & MAINTENANCE EASEMENT
PWME	PRIVATE WALL MAINTENANCE EASEMENT
◆	STREET NAME CHANGE
PKN	= PK NAIL
SF	= SQUARE FEET
MFF	= MINIMUM FINISH FLOOR
PAE	= PUBLIC ACCESS EASEMENT
EE	= ELECTRIC EASEMENT
→	= LOT FRONT DIRECTION
☆	= RESTRICTED DRIVEWAY



BLOCK K		
LOT #	SQ. FT	ACRES
19	10039.52	0.23
20	10136.75	0.23
21	10174.24	0.23
22	9618.09	0.22
23	10806.71	0.25
3X	4,846	0.11
24X	390,059	8.96

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

A REPLAT OF
LOTS 19R ~ 23, 3X, 24X, BLOCK K THE VILLAGES OF HURRICANE CREEK PHASE 1
BEING A REPLAT OF LOTS 19 & 1X, BLOCK K OF THE VILLAGES OF HURRICANE CREEK PHASE 1

5 Residential Lots
2 Common Area Lots
Totaling 10.232 Acres

SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NO. 105, AND THE J. COFFMAN SURVEY, ABSTRACT NO. 197
CITY OF ANNA,
COLLIN COUNTY, TEXAS

NOTES

1. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999874745355.
2. ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET. UNLESS NOTED OTHERWISE.
3. SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
4. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.
5. RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

PELOTON LAND SOLUTIONS
11000 Frisco St. Ste.400 | Frisco, TX 75033 | 469-213-1800

JOB #	CEN13023	DRAWN BY	K. GREEN
DATE	9/29/2021	CHECKED BY	S. RAMSEY

SURVEYOR
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Stephen Ramsey

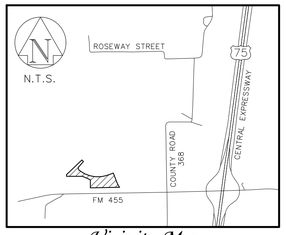
ENGINEER
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Marc Paquette

OWNER
CADG Hurricane Creek, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

EXHIBIT A
PAGE 1 OF 2

TBPELS Firm Reg. No. 10194468

DWG NAME: J:\JOB\CEN3023_HURRICANE CREEK\SUR\CEN3023_FAB_REPLAT.DWG



Vicinity Map

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG HURRICANE CREEK, LLC, BEING THE SOLE OWNER DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE. DESCRIBED REAL PROPERTY AS, LOTS 19-23 AND 24X BLOCK K, THE VILLAGES OF HURRICANE CREEK, PHASE 1B, AN ADDITION TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND WE DO HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS SHOWN THEREON. THE STREETS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

BY: CADG HURRICANE CREEK, LLC

BY: _____

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME

MY COMMISSION EXPIRES: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT I, CHARLES STEPHEN RAMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF ANNA.

_____
CHARLES STEPHEN RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6718

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 TODD A. BRIDGES, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME

MY COMMISSION EXPIRES: _____

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NUMBER 105 AND THE J. COFFMAN SURVEY ABSTRACT NUMBER 197 COLLIN COUNTY, TEXAS AND BEING A PART OF THE VILLAGES OF HURRICANE CREEK, PHASE 1 RECORDED IN INSTRUMENT NUMBER 20201015010003920 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND FOR THE NORTHEAST CORNER OF A REMAINDER TRACT TO WBK PARTNERS, LTD RECORDED IN VOLUME 4292, PAGE 27 OF SAID O.P.R.C.C.T. AND THE EASTERNMOST SOUTHEAST CORNER OF SAID VILLAGES OF HURRICANE CREEK TRACT:

THENCE S 88° 58′ 27″ W, 263.46 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND AND BEING THE POINT OF BEGINNING:

THENCE S 88° 58′ 27″ W, 911.38 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE N 00° 00′ 00″ E, 248.56 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE N 65° 56′ 53″ W, 264.17 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE N 90° 00′ 00″ W, 492.78 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE N 00° 15′ 27″ E, 51.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE N 46° 18′ 49″ E, 320.75 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE N 46° 18′ 49″ E, 335.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE S 43° 41′ 11″ E, 66.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE S 41° 29′ 24″ W, 214.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 121.49 FEET THROUGH A CENTRAL ANGLE OF 92° 48′ 30″, HAVING A RADIUS OF 75.00 FEET, AND A LONG CHORD WHICH BEARS S 04° 54′ 51″ E, 108.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT:

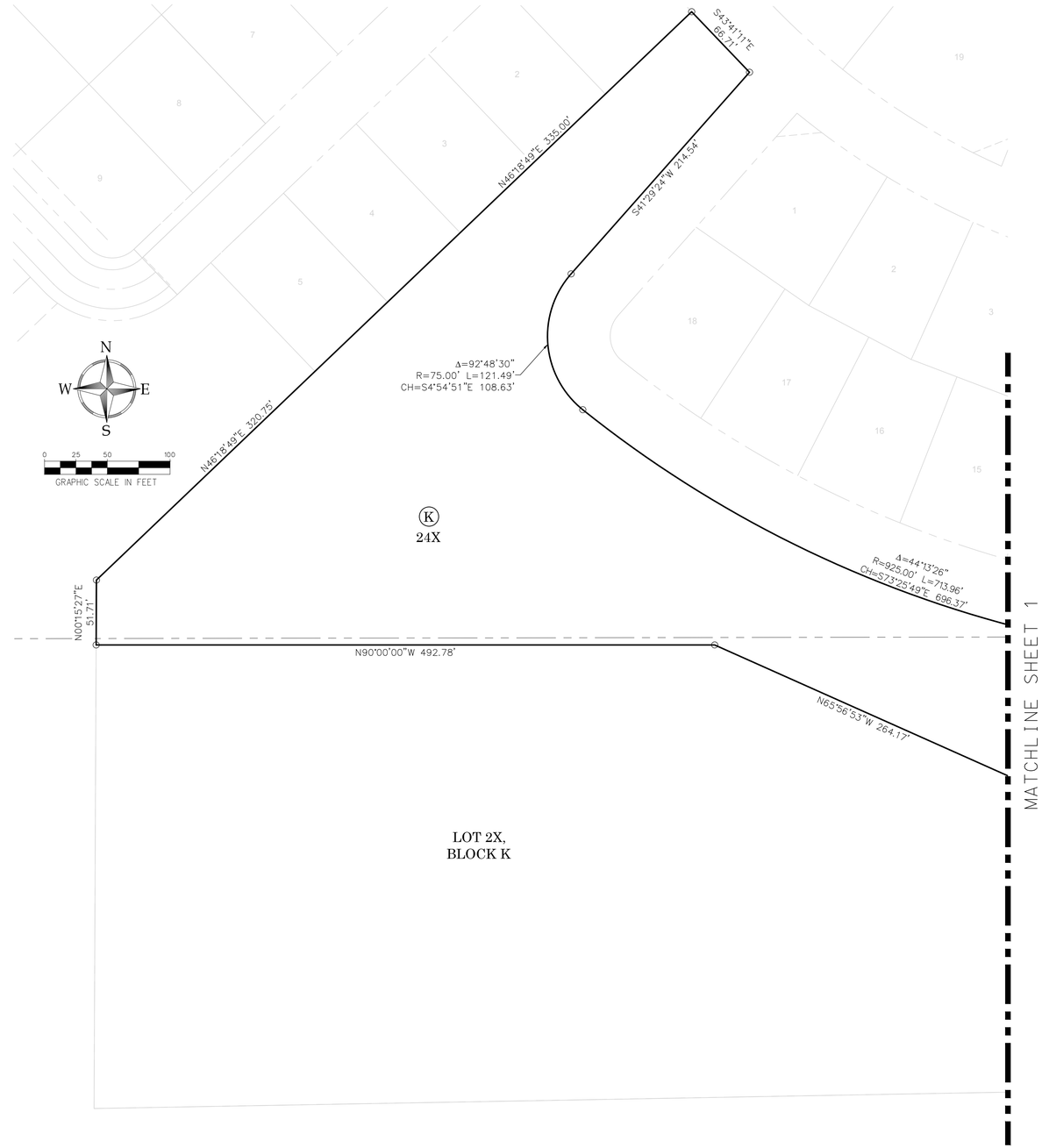
THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 713.96 FEET, THROUGH A CENTRAL ANGLE OF 44° 13′ 26″, HAVING A RADIUS OF 925.00 FEET, AND A LONG CHORD WHICH BEARS S 73° 25′ 49″ E, 696.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 248.96 FEET, A CENTRAL ANGLE OF 15° 25′ 16″, HAVING A RADIUS OF 925.00 FEET, AND A LONG CHORD WHICH BEARS N 76° 44′ 50″ E, 248.21 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE N 69° 00′ 10″ E, 164.84 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELOTON" FOUND:

THENCE S 20° 57′ 48″ E, 303.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 183.39 FEET, THROUGH A CENTRAL ANGLE OF 14° 12′ 10″, HAVING A RADIUS OF 739.83 FEET, AND A LONG CHORD WHICH BEARS S 28° 03′ 50″ E, 182.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 445.688 SQUARE FEET OR 10.232 ACRES MORE OR LESS.



NOTES

1. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD83. ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999874745355.
2. ALL PERIMETER PROPERTY CORNERS ARE 5/8 INCH IRON RODS WITH CAP STAMPED "PELOTON" SET, UNLESS NOTED OTHERWISE.
3. SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48085C0155J EFFECTIVE DATE JUNE 6, 2009.
4. NO APPURTENANCE BETWEEN THE HEIGHT OF 2.5' AND 10' MAY BE PLACED IN THE VISIBILITY TRIANGLES.
5. RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

APPROVED THIS_____DAY OF _____, 2020
BY THE CITY COUNCIL OF ANNA, TEXAS.

_____
MAYOR

_____
CITY SECRETARY

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 4, 2021
P&Z COMMISSION
CITY OF ANNA

A REPLAT OF
LOTS 19R ~ 23, 3X, 24X, BLOCK K
THE VILLAGES OF HURRICANE CREEK PHASE 1
BEING A REPLAT OF LOTS 19 & 1X, BLOCK K
OF THE VILLAGES OF HURRICANE CREEK
PHASE 1

5 Residential Lots
2 Common Area Lots
Totaling 10.232 Acres
SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NO. 105,
AND THE J. COFFMAN SURVEY, ABSTRACT NO. 197
CITY OF ANNA,
COLLIN COUNTY, TEXAS

SURVEYOR
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Stephen Ramsey

ENGINEER
Peloton Land Solutions
TBPELS Firm No. 10194468
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469-213-1800
Contact: Marc Paquette

OWNER
CADG Hurricane Creek, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234
469-892-7200

EXHIBIT A
PAGE 2 OF 2

PELOTON
LAND SOLUTIONS
11000 Frisco St. Ste.400 | Frisco, TX 75033 | 469-213-1800

JOB #	CEN13023	DRAWN BY	K. GREEN
DATE	9/29/2021	CHECKED BY	S. RAMSEY

TBPELS Firm Reg. No. 10194468
DWG NAME: J:\JOB\CEN13023_HURRICANE CREEK\SUR\CEN13023_PAGE_REPLAT.DWG

Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding Anacapri, Phase 1C, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
One Single-Family Residence-60 (SF-60) lot, 61 Single-Family Residence District - Zero lot line home lots (SF-Z), and four common area lots on 14.7± acres located on the east side of future Ferguson Parkway, 1,106± feet north of Hackberry Drive. Zoned: Planned Development- Single-Family Residence-60/Single-Family Residence District - Zero lot line homes (PD-SF-60/SF-Z) (Ord. No. 887-2020).

The purpose for the Replat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the construction and ultimate completion of the single-family subdivision.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

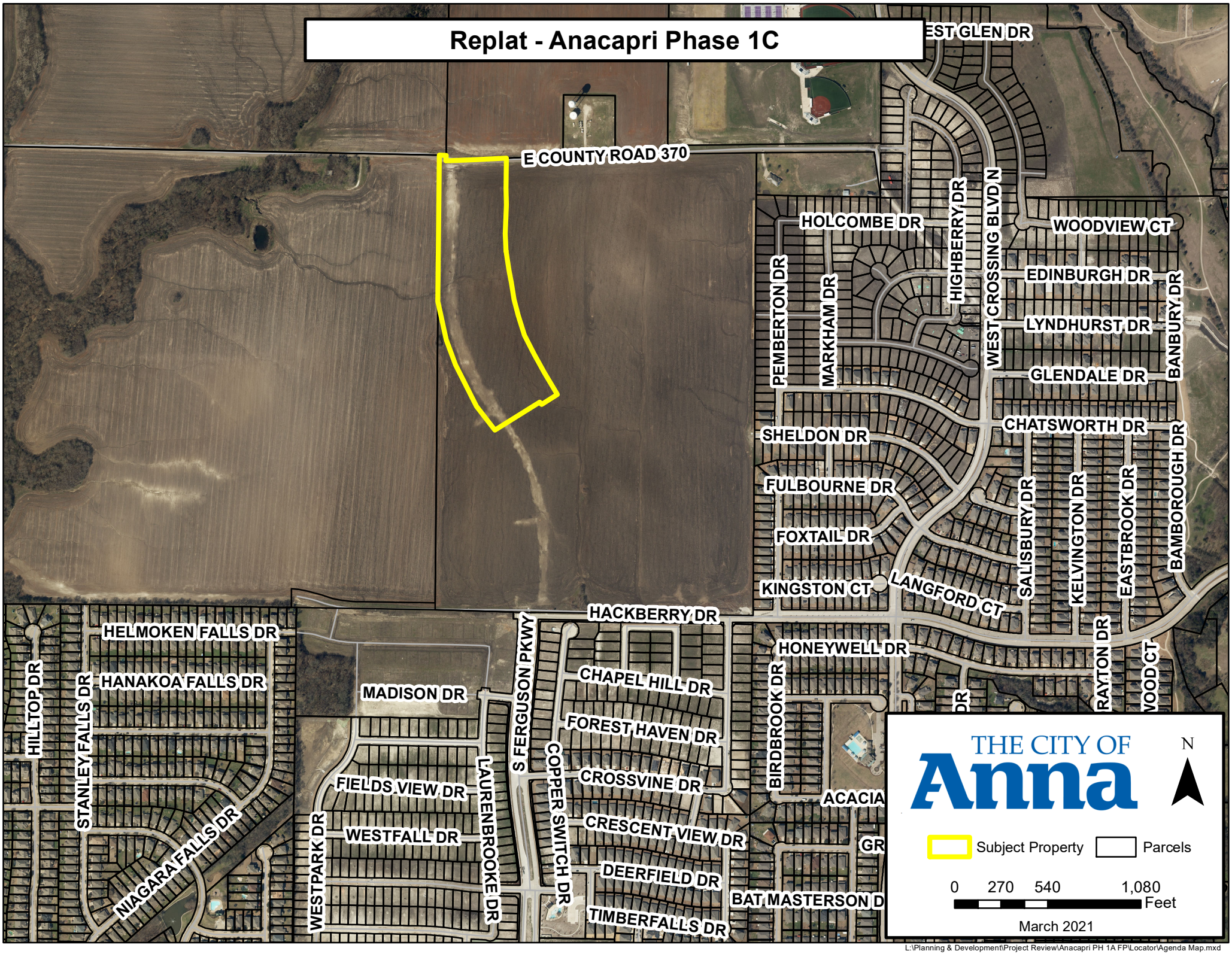
ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (RP) Anacapri, Phase 1C
3. Exhibit A (STAMPED) (RP) Anacapri, Phase 1C

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021

Jim Proce, City Manager Final Approval - 10/8/2021

Replat - Anacapri Phase 1C



L:\Planning & Development\Project Review\Anacapri PH 1A FP\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANACAPRI, PHASE 1C, REPLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Megatel Homes, LLC has submitted an application for the approval of the Anacapri, Phase 1C, Replat.

WHEREAS, The Replat of Anacapri, Phase 1C conforms to the existing zoning;

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 of Replat

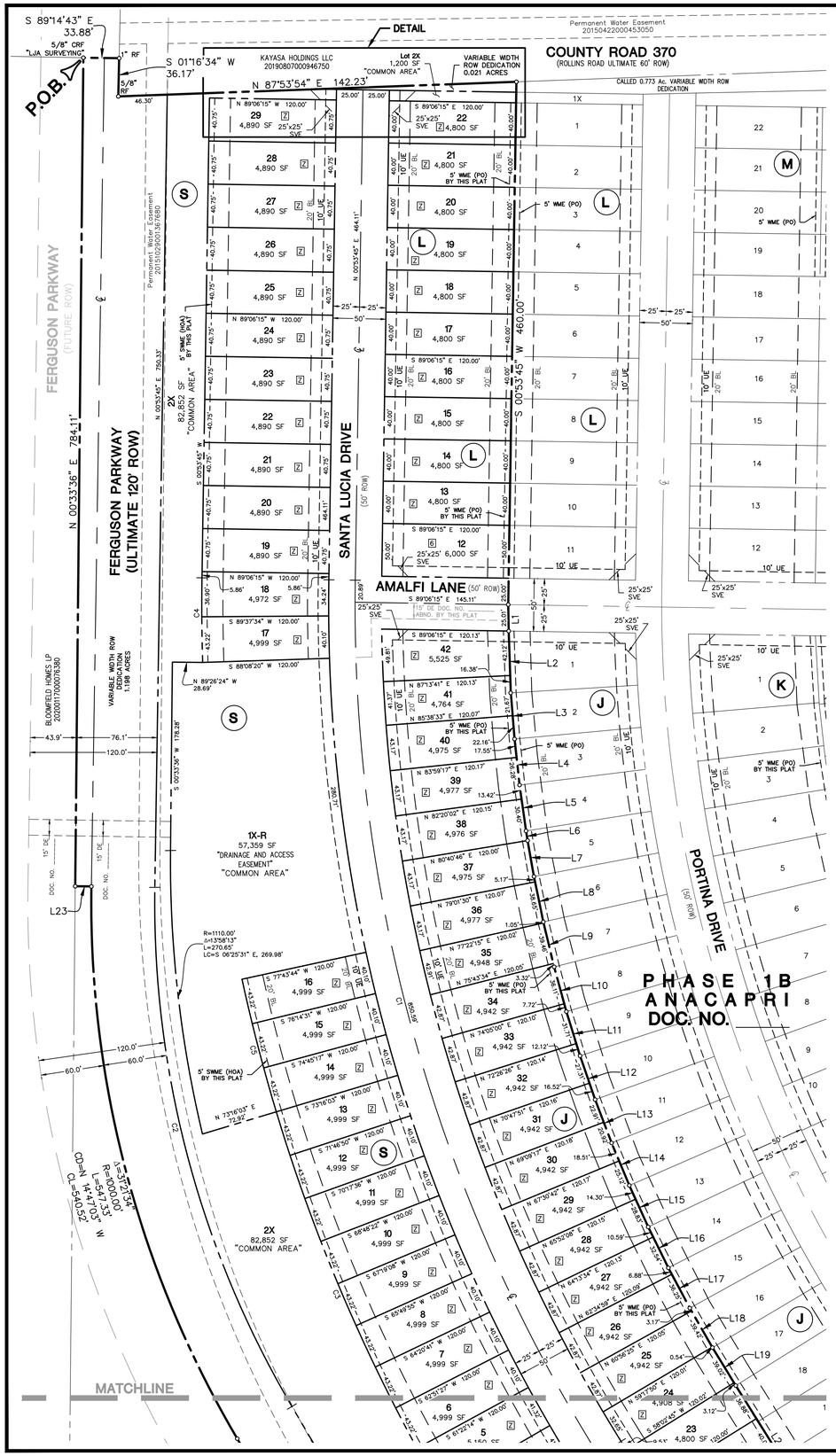
The City Council hereby approves the Anacapri, Phase 1C, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

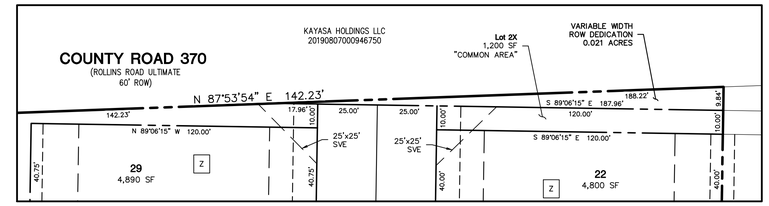
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October, 2021.

ATTEST: APPROVED:

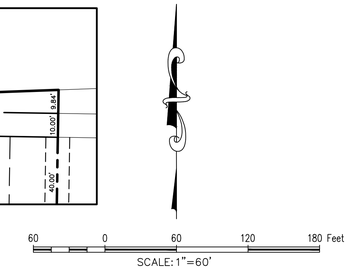
_____ _____

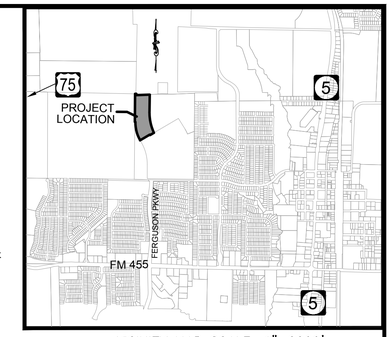
City Secretary, Carrie L. Land Mayor, Nate Pike



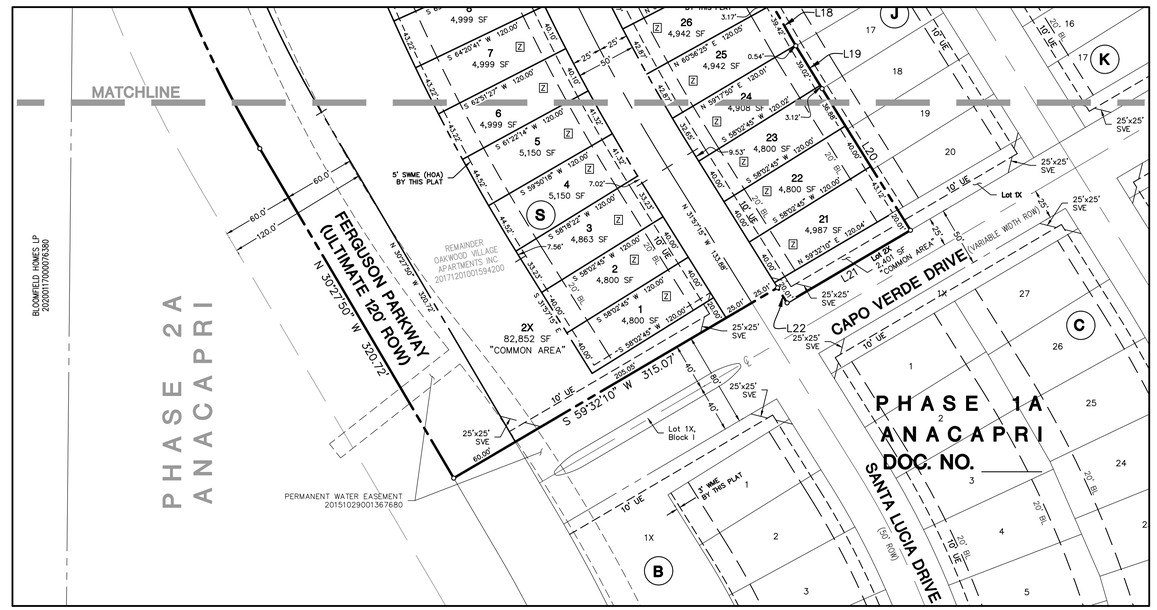


DETAIL SCALE: 1"=30'





VICINITY MAP SCALE: 1"=2000'

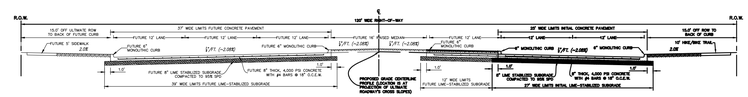


LOT / BLOCK ANALYSIS		
BLOCK	SQUARE FEET	ACRES
L	55,200	1.267
J	111,434	2.558
S	283,724	6.513
INTERIOR ROW	79,473	1.825
EXTERIOR ROW	111,240	2.554
OVERALL SITE	641,071	14.717

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°01'36" E	25.01'
L2	S 01°58'05" E	58.50'
L3	S 04°37'45" E	43.83'
L4	S 06°11'38" E	43.82'
L5	S 08°01'12" E	43.82'
L6	S 09°07'37" E	9.30'
L7	S 10°02'24" E	34.53'
L8	S 11°40'21" E	43.82'
L9	S 13°29'56" E	43.82'
L10	S 15°19'30" E	43.82'
L11	S 17°09'05" E	43.82'
L12	S 18°58'39" E	43.82'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S 20°48'29" E	43.82'
L14	S 22°37'18" E	43.63'
L15	S 24°26'02" E	43.14'
L16	S 26°13'53" E	43.14'
L17	S 28°01'44" E	43.14'
L18	S 29°49'35" E	43.14'
L19	S 31°31'27" E	42.14'
L20	S 31°57'15" E	140.01'
L21	S 59°32'10" W	120.04'
L22	N 31°57'15" W	15.01'
L23	N 89°26'24" W	15.28'

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	1520.00'	32°03'45"	850.59'	N 15°55'22" W, 839.53'
C2	940.00'	31°21'34"	514.49'	N 14°47'03" W, 508.09'
C3	1665.00'	1°29'14"	43.22'	N 23°25'28" W, 43.21'
C4	1665.00'	1°16'11"	36.90'	N 00°15'39" E, 36.89'
C5	1665.00'	4°27'41"	129.65'	N 14°30'06" W, 129.61'



APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 7, 2021
P&Z COMMISSION
CITY OF ANNA

LEGEND

P.O.B.	=	POINT OF BEGINNING
RF	=	REBAR FOUND
CRS	=	CAPPED REBAR SET
CRF	=	CAPPED REBAR FOUND
BL	=	BUILDING LINE
UE	=	UTILITY EASEMENT
SL	=	APPROXIMATE LOCATION SURVEY LINE
SSE	=	SANITARY SEWER EASEMENT
WME	=	WALL MAINTENANCE EASEMENT
SWME	=	SCREENING WALL MAINTENANCE EASEMENT
SVE	=	SIGHT VISIBILITY EASEMENT
PAE	=	PEDESTRIAN ACCESS EASEMENT
DE	=	DRAINAGE EASEMENT
PDE	=	PRIVATE DRAINAGE EASEMENT
6	=	SF–60
Z	=	SF–Z

REPLAT
ANACAPRI, PHASE 1C
Lots 21-42, & 2X, Block J, Lots 12-22, & 2X, Block L & Lots 1-29, 1X-R, & 2X, Block S
14.717 Total Acres
1 SF-60, 61 SF-Z, & 4 COMMON AREAS
in the
F. T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

PAGE 1 OF 2

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

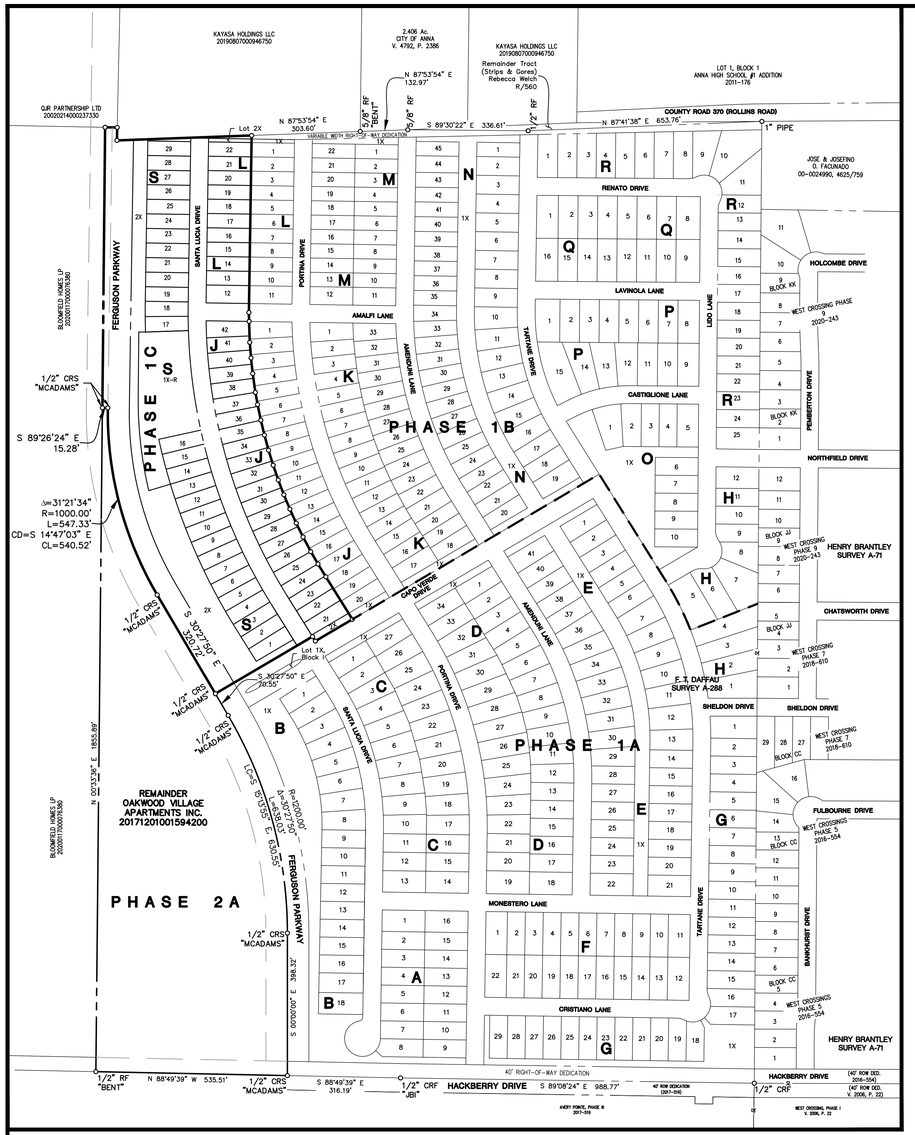
TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: BC DATE: 8/2/2021 SCALE: 1"=60' JOB. No. MEGATEL 2021310076

OWNER/DEVELOPER
MEGATEL HOMES, LLC
2101 CEDAR SPRINGS RD, SUITE 700
DALLAS, TEXAS 75201
Ph. (214) 396-4233
Contact: MATT HOOD
MATT.HOOD@MEGATELHOMES.COM

EXHIBIT A
Page 1 of 2

File: M:\Projects\Megatel Homes\2021310076\02-Geomatics\Survey\Plats\2021310076 PHASE 1C FINAL PLAT
Plotted: 9/3/2021 11:29 AM, by Cox, Bradley; Saved: 9/3/2021 9:39 AM, by bcox



OAKWOOD VILLAGE APARTMENTS INC. TRACT EXHIBIT
SCALE: 1" = 200'

NOTES:

1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
2. Original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
3. According to Community/Panel No. 48085C0155 J, effective June 2, 2009, of the FLOOD INSURANCE RATE MAP for Collin County, Texas & Incorporated Areas, by graphic plotting only, this property appears to be within Flood Zone "X" (areas of minimal flooding). This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes.

   This flood statement shall not create liability on the part of the surveyor.
4. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
5. Lots 2X-Block J, 2X-Block L, 1X-R-Block S, and 2X-Block S, to be dedicated and maintained by the HOA.
6. All common area lots are hereby dedicated as Sidewalk, Hike and Bike Trail, Golf Cart, and Pedestrian Access Easements.
7. All 5' WME (PO), to be dedicated to and maintained by Property Owner.
8. No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.
9. All corners are 1/2" capped rebar set, stamped "MCADAMS" unless otherwise noted.

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

File: M:\Projects\Megatel Homes\2021310076\02-Geomatics\Survey\Plats\2021310076 PHASE 1C FINAL.PLAT
Plotted: 9/3/2021 11:29 AM, by Cox, Bradley; Saved: 9/3/2021 9:39 AM, by bcox

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas, and being all of Lot 1x, Block S, Anacapri, Phase 1B, an addition to the City of Anna, according to the plat thereof, recorded in Document Number, Plat Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 5/8" capped rebar found, at the northwest corner of said Oakwood tract, same being the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 20200117000007680, Deed Records, Collin County, Texas, and being in the south line of a certain tract of land, described by deed to QJR Partnership, LTD, recorded in Instrument Number 20020214000237330, Deed Records, Collin County, Texas;

THENCE S 89°14'43" E, with the north line of said Oakwood tract, same being the south line of said QJR tract, a distance of 33.88 feet to a 1" rebar found, at the southeast corner thereof, being in the north line of said Oakwood tract, same being the west line of a certain tract of land described by deed to Kayasa Holdings, LLC, recorded in Instrument Number 20190807000946750, Deed Records, Collin County, Texas;

THENCE S 01°16'34" W, with the north line of said oakwood tract, same being the west line of said kayasa tract, a distance of 36.17 feet to a 5/8" rebar found at the southwest corner thereof, and being in the north line of said oakwood tract;

THENCE N 87°53'54" E, with the north line of said Oakwood tract, and the south line of said Kayasa tract, a distance of 142.23 to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner of a certain called 0.773 acre Variable Width Right-of-way Dedication to the City of Anna, according to said Anacapri, Phase 1B, and being in the north line of said Oakwood tract;

THENCE with the west line of said Anacapri, Phase 1B the following 21 bearings and distances:

S 00°53'45" W, a distance of 460.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°01'36" E a distance of 25.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°58'05" E, a distance of 58.50 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 04°37'45" E, a distance of 43.83 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 06°11'38" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 08°01'12" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 09°07'37" E, a distance of 9.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 10°02'24" E, a distance of 34.53 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 11°40'21" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 13°29'56" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 15°19'30" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 17°09'05" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 18°58'39" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 20°48'29" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 22°37'18" E, a distance of 43.63 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 24°26'02" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 26°13'53" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 28°01'44" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 29°49'35" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°31'27" E, a distance of 42.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°57'15" E, a distance of 140.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southwest corner of Lot 1X, of said Anacapri, Phase 1B, and being in the north line of Capo Verde Drive (called Variable Width Right-of-way), according to plat of Anacapri Phase 1A, an addition to the City of Anna, according to the plat thereof recorded in Instrument Number_____, Plat Records, Collin County, Texas;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, a distance of 120.04 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 31°57'15" W, with the north line of said Capo Verde Drive, a distance of 15.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Lot 1X;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, and the most southeasterly south line of said Lot 1X, passing the most southeasterly southwest corner thereof at a distance of 50.02 feet, passing the northeast intersection of said Capo Verde Drive and Ferguson Parkway at a distance of 255.08, continuing a total distance of 315.07 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 30°27'50" W, a distance of 320.72 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 31°21'34", and an arc length of 547.33 feet, whose chord bears N 14°47'03" W, 540.52 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 89°26'24" W, a distance of 15.28 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said Oakwood tract, and being in the east line of said Bloomfield tract;

THENCE N 00°33'36" E, with the west line of said Oakwood tract, and the east line of said Bloomfield tract a distance of 784.11 feet to the POINT OF BEGINNING and containing approximately 14.717 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MATT HOOD, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as ANACAPRI, PHASE 1C, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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.

_____
MATT HOOD, AUTHORIZED REPRESENTATIVE

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared Matt Hood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of_____, 2021.

Notary Public
State of Texas

My commission expires the _____day of _____, _____.

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF ANNA §

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Lot 1X-R, Block S, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

CERTIFICATE OF APPROVAL

APPROVED on this the _____day of_____, 2021,
by the City Council, City of Anna, Texas.

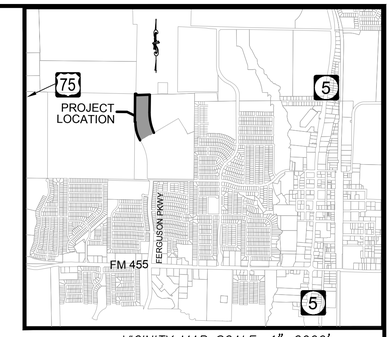
_____
Mayor

_____
City Secretary

SURVEYOR'S STATEMENT

I, James Stowell, a Registered Professional Land Surveyor in the State of Texas, have prepared this plat of the above property from an actual survey on the ground, and this plat represents that survey made by me or under my supervision.
PRELIMINARY DOCUMENT:
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
JAMES STOWELL, RPLS 6513 9/3/21

_____
James Stowell, RPLS
Texas Registration No. 6513



VICINITY MAP SCALE: 1"=2000'

L E G E N D

P.O.B.	=	POINT OF BEGINNING
RF	=	REBAR FOUND
CRS	=	CAPPED REBAR SET
CRF	=	CAPPED REBAR FOUND
BL	=	BUILDING LINE
UE	=	UTILITY EASEMENT
SL	=	APPROXIMATE LOCATION SURVEY LINE
SSE	=	SANITARY SEWER EASEMENT
WME	=	WALL MAINTENANCE EASEMENT
SWME	=	SCREENING WALL MAINTENANCE EASEMENT
SVE	=	SIGHT VISIBILITY EASEMENT
PAE	=	PEDESTRIAN ACCESS EASEMENT
DE	=	DRAINAGE EASEMENT
PDE	=	PRIVATE DRAINAGE EASEMENT
SF	=	SF-60
SF	=	SF-Z

60 0 60 120 180 Feet
SCALE: 1"=60'

REPLAT
ANACAPRI, PHASE 1C
Lots 21-42, & 2X, Block J, Lots 12-22, & 2X, Block L & Lots 1-29, 1X-R, & 2X, Block S
14.717 Total Acres
1 SF-60, 61 SF-Z, & 4 COMMON AREAS
in the
F. T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

PAGE 2 OF 2

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: BC DATE: 4/4/2021 SCALE: 1"=60' JOB. No. **MEGATEL 2021310076**

OWNER/DEVELOPER
MEGATEL HOMES, LLC
2101 CEDAR SPRINGS RD, SUITE 700
DALLAS, TEXAS 75201
Ph. (214) 396-4233
Contact: MATT HOOD
MATT.HOOD@MEGATELHOMES.COM

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 7, 2021
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A
Page 2 of 2

Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on a Resolution regarding the Camden Parc in Anna, Phase 5, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
16 single-family dwelling, detached lots and one common area lot on 4.5± acres located at the southeast intersection of Rosamond Parkway and West Crossing Boulevard. Zoned: Planned Development-Single-Family Residence-60 (PD-SF-60 Ord. No. 133-2004).

The purpose for the Replat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the construction and ultimate completion of the single-family subdivision.

The Planning & Zoning Commission recommended approval per staff recommendation.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

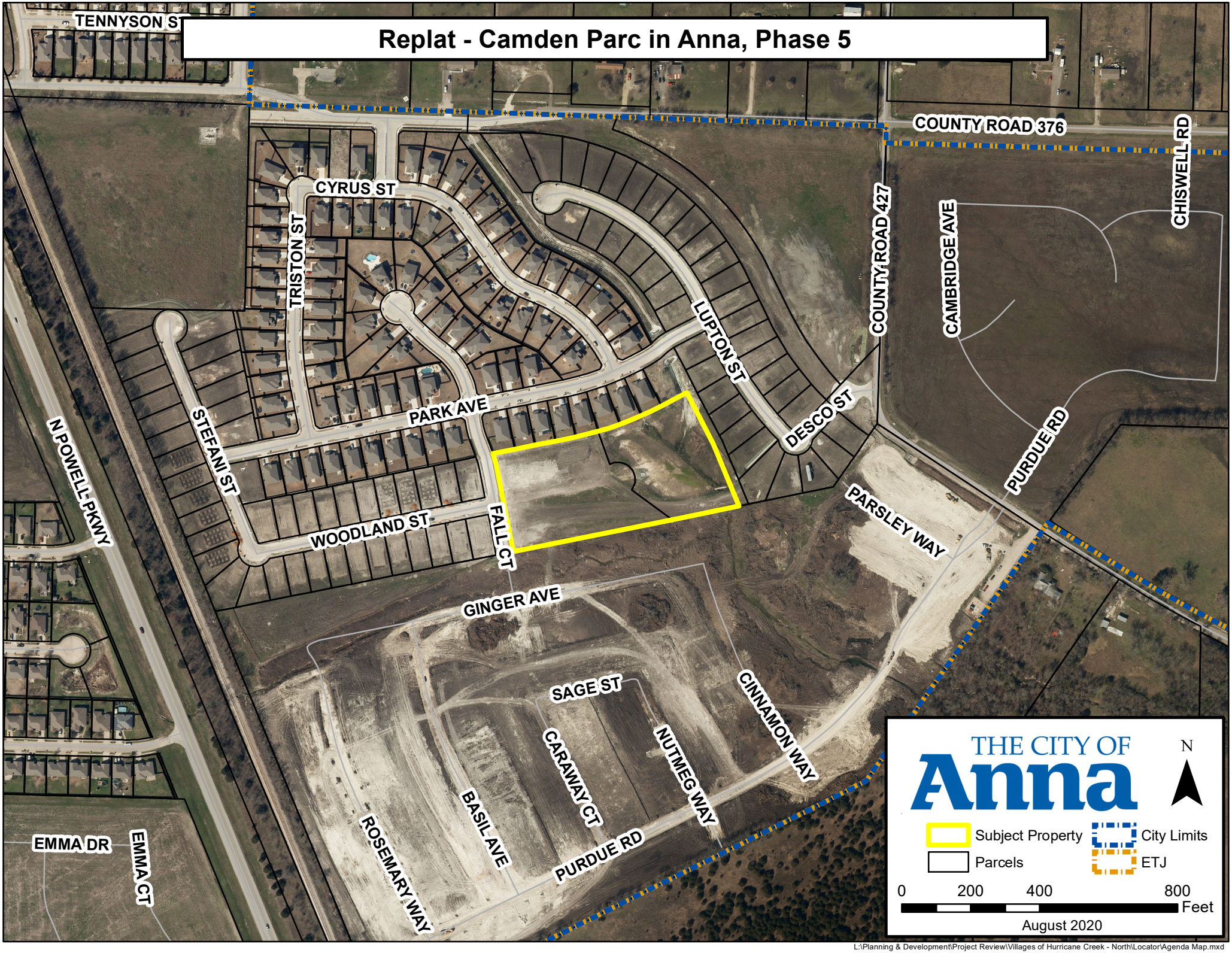
ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (RP) Camden Parc in Anna, Phase 5
3. Exhibit A (STAMPED) RP (Camden Parc, Ph 5)

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021

Jim Proce, City Manager Final Approval - 10/8/2021

Replat - Camden Parc in Anna, Phase 5



L:\Planning & Development\Project Review\Villages of Hurricane Creek - North\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE CAMDEN PARC IN ANNA, PHASE 5, REPLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anna 190, LLC has submitted an application for the approval of the Camden Parc in Anna, Phase 5, Replat.

WHEREAS, The Replat of Camden Parc in Anna, Phase 5 conforms to the existing zoning;

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

Section 1. Recitals Incorporated

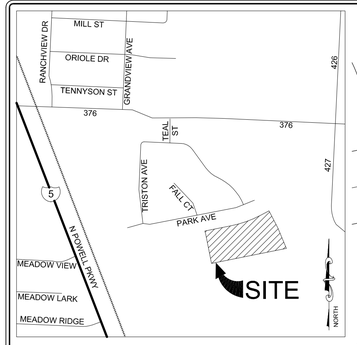
The recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Approval of Replat

The City Council hereby approves the Camden Parc in Anna, Phase 5, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 12th day of October, 2021.

ATTEST:	APPROVED:
_____	_____
City Secretary, Carrie L. Land	Mayor, Nate Pike



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.

2. FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF ANNA, COMMUNITY NUMBER 480132 EFFECTIVE DATE 6-2-2009 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANEL 160 J OF SAID MAP.

3. THE PURPOSE OF THIS REPLAT IS TO CREATE 16 RESIDENTIAL LOTS AND 1 COMMON AREA LOT.

4. 10' UTILITY EASEMENT TO BE PLATTED ALONG ALL STREET R.O.W.(S)

5. NO LOT-TO-LOT DRAINAGE WILL BE ALLOWED.

6. LOT 28X (DRAINAGE POND) TO BE MAINTAINED BY HOA.

7. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.

8. ALL RETAINING WALLS TO BE MAINTAINED BY THE H.O.A.

9. VAM EASEMENTS
The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city 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.

10. DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN
CITY OF ANNA

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block C, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	225.00'	32.01'	31.98'	N 15°22'05" W	8°09'06"
C2	945.00'	275.71'	274.73'	N 70°20'59" E	16°42'59"
C3	50.00'	226.36'	76.95'	N 50°59'13" W	259°23'08"
C4	13.01'	16.42'	15.35'	S 41°50'01" W	72°16'28"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 11°17'39" W	25.00'

OWNERS CERTIFICATE

WHEREAS, ANNA 190, LLC is the owner of all that certain lot, tract or parcel of land lying and being situated in Collin County, Texas and being a part of the J.C. Brantley Survey, Abstract Number 114 and being all of Lot 1X, Block C, Camden Parc in Anna, Phase 1, recorded in Instrument Number 2016-858, Plat Records, Collin County, Texas, and being a part of a tract of land described in a deed to Anna 190, LLC, recorded in Instrument Number 20140422000386740, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the Northeast corner of the herein described tract, same being in the South line of Lot 1-X, Block C, Camden Parc in Anna, Phase II, recorded in Instrument Number 2019-66, Plat Records, Collin County, Texas;

THENCE South 27 degrees 30 minutes 53 seconds East, along the common line of said herein describe tract and said Lot 1-X, a distance of 168.19 feet to a 1/2 inch iron rod found in the West line of said Lot 1-X;

THENCE South 22 degrees 29 minutes 55 seconds East, continuing along said common line, a distance of 195.23 feet to a 1/2 inch iron rod found for the Southeast corner of said herein described tract, same being the Southernmost Southwest corner of said Lot 1-X;

THENCE South 78 degrees 42 minutes 21 seconds West, departing said common line and along the common line of said herein described tract and the North line of a tract of land described in a deed to CooperZadeh II, LLC, recorded in Instrument Number 20170214000201010, Official Public Records, Collin County, Texas, a distance of 669.54 feet to a 1/2 inch iron rod found for the Southwest corner of said herein described tract, same being in the East right of way line of Fall Court;

THENCE North 11 degrees 17 minutes 32 seconds West, departing said common line and along said East right of way line, a distance of 258.07 feet to a 1/2 inch iron rod for the beginning of a curve to the left;

THENCE continuing along said East right of way line and along said curve to the left, whose chord bears North 15 degrees 22 minutes 05 seconds East, 31.98 feet, having a radius of 225.00 feet, and an arc length of 32.01 feet to a 1/2 inch iron rod found for the Northwest corner of said herein described tract, same being the Southwest corner of Lot 20, Block C, of said Camden Parc in Anna, Phase 1;

THENCE North 78 degrees 42 minutes 28 seconds East, departing said East right of way line and along the common line of said herein described tract and said Block C, Camden Parc in Anna, Phase 1, a distance of 235.54 feet to 1/2 inch iron rod, being the beginning of a curve to the left;

THENCE continuing along said common line and along said curve to the left, whose chord bears North 70 degrees 20 minutes 59 seconds West, 274.73 feet, having a radius of 945.00 feet, and an arc length of 275.71 feet to a 1/2 inch iron rod found;

THENCE North 62 degrees 30 minutes 13 seconds East, continuing along said common line, a distance of 82.82 feet to the POINT OF BEGINNING and containing 4.45 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANNA 190, LLC, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Camden Parc in Anna - Phase 5, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be construction or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna.In addition, utility easements may also be used for the mutual use and accommodation of all public utilities designating to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF ANNA, TEXAS.

WITNESS, MY HAND, THIS THE _____ DAY OF _____, 2021.

_____
OWNER, ANNA 190, LLC

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF _____
_____ COUNTY

MY COMMISSION EXPIRES ON _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS.

FOR REVIEW ONLY

_____ _____
KENNETH A. ZOLLINGER R.P.L.S. #_____ DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC, COLLIN COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.

Approved this ____ day of _____, 2021, by the City Council of the City of Anna, Texas.

_____
Mayor

_____
City Secretary

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 7, 2021
P&Z COMMISSION
CITY OF ANNA

LEGEND

NAD 83 = NORTH AMERICAN DATUM 1983
INST. NO. = INSTRUMENT NUMBER
R.O.W. = RIGHT OF WAY
D.E. = DRAINAGE EASEMENT
V.A.M.E. = VISIBILITY, ACCESS & MAINTENANCE EASEMENT
S.M.E. = SIDEWALK MAINTENANCE EASEMENT
W.M.E. = WALL MAINTENANCE EASEMENT
U.E. = UTILITY EASEMENTS
B.L. = BUILDING LINE
POB = POINT OF BEGINNING
FIR = IRON ROD FOUND
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
(A) = BLOCK DESIGNATION
℄ = R.O.W. CENTERLINE

N
W E
S
1" = 50'
0 25 50 75 100

SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TX 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

OWNER:
ANNA 190, LLC
9400 N. CENTRAL EXPRESSWAY, SUITE 404
DALLAS, TEXAS 75231

ENGINEER:
CRANNELL, CRANNELL & MARTIN ENGINEERING CORPORATION
2570 FM 407, SUITE 209
HIGHLAND VILLAGE, TX 75077
PHONE: 972. 691.6633
TBPE FIRM #605

EXHIBIT A

KAZ SURVEYING
TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446
JOB NUMBER: 140544-36
DRAWN BY: MLB
DATE: 08-20-2021
R.P.L.S.
KENNETH A. ZOLLINGER

REPLAT
CAMDEN PARC IN ANNA
PHASE 5
BEING 16 SF-72 LOTS & 1 COMMON AREA LOT, OUT OF 4.45 ACRES IN THE J.C. BRANTLEY SURVEY, ABSTRACT NO. 114, CITY OF ANNA, COLLIN COUNTY, TEXAS.

Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a resolution approving an Economic Development Incentive Agreement between Vaquero DG Westminister Partners, LP and the City of Anna, Texas. (Director of Economic Development Joey Grisham)

SUMMARY:

The following is an economic development incentive agreement for a new Dollar General project that will be located at FM 2862 and SH 121. Staff recommends approval as the developer will incur additional infrastructure costs at the site. The new Dollar General store will be over 10,000 square feet with a capital investment of at least $1,200,000. The store will also employ around 10 people and add to the Anna sales tax base. Terms of the agreement include the waiver of impact fees valued at $93,656.04 with the developer being required to invest at least $1.2 million. Based on new sales and property tax collections for the city, we anticipate a payback period of less than 2 years.

FINANCIAL IMPACT:

Waiver of impact fees totaling approximately $93,656.04.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Vaquero Resolution
2. Exhibit 1--Agreement with Vaquero

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AN INCENTIVE AGREEMENT WITH VAQUERO DG WESTMINISTER PARTNERS, LP.

WHEREAS, the City of Anna, Texas (the "City") desires to waive all water, wastewater, and roadway impact fees in support of a community development project that will create and retain jobs, and that will result in new capital investment within the corporate limits of the City of Anna, Texas; and

WHEREAS, the new Dollar General Store will create jobs with at least a $1,200,000 capital investment; and

WHEREAS, the City has found that the Project will promote new or expanded business enterprises; and

WHEREAS, the City is authorized to grant the waiver under Chapter 380 of the Texas Local Government Code;

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

SECTION 1. Findings. The findings set forth above are incorporated herein for all purposes as if set forth in full.

SECTION 2. Approval of Project and Agreement

The City Council of the City of Anna, Texas hereby approves the Incentive Agreement for New Economic Development with Vaquero DG Westminister Partners, LP and the City of Anna, Texas ("Agreement") attached hereto as Exhibit 1, incorporated herein for all purposes, and authorizes the Mayor to execute the same on its behalf, subject to approval as to form by legal counsel for the City, said Agreement to be effective upon its passage and as set forth in said Agreement.

SECTION 3. Administration

The City hereby authorizes the City Manager or his designee to administer the Agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas, on this the__day of_____, 2021.

_____

Nate Pike, Mayor

ATTEST:

_____

Carrie L. Land, City

INCENTIVE AND DEVELOPMENT AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

THIS INCENTIVE AND DEVELOPMENT AGREEMENT FOR NEW ECONOMIC DEVELOPMENT (this "Agreement") is entered into by and between the City of Anna, Texas (the "City") and Vaquero DG Westminster Partners, LP, a Texas limited partnership (the "Developer").

WHEREAS, Developer owns real property consisting of approximately 2.455 acres located at the southwest corner of State Hwy 121 and FM 2862 and described and depicted in further detail in the attached **Exhibit A** (the "Property"); and

WHEREAS, the Property is currently undeveloped and the Developer plans to develop the Property and use the Property as the site for a Dollar General retail store that shall contain approximately 10,640 square feet of enclosed indoor air-conditioned retail space with a minimum capital expenditure of $1,200,000 (the "Store"); and

WHEREAS, a proposed site plan of the Property is attached hereto as **Exhibit B**, which sets forth the layout of parking lots, traffic areas, fire lanes, buildings, structures and other development aspects planned for development of the Property; and

WHEREAS, the City recognizes the positive economic impact that the Store will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue; and

WHEREAS, as an incentive to develop the Store, the Developer has requested that the City forgo collection of impact fees in the approximate amount of $93,656.04 (the "Incentive Grant") and the City is willing to grant the Incentive Grant under and subject to the terms and conditions of this Agreement.; and

WHEREAS, the City is authorized to grant the Waiver under Chapter 380 of the Texas Local Gov't Code, Chapter 395 of the Texas Local Gov't Code, The Anna City Code of Ordinances Sec. 9.08.010, and other applicable law;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the City and Developer agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement shall be the date that the last of the following events have occurred: (1) the City of Anna, Texas City Council ("City Council") has approved and adopted this Agreement; and (2) the parties have duly executed and delivered this Agreement.

Section 2. Term and Termination.

2.01 The term of this Agreement shall commence on the Effective Date and it shall continue in effect until such time as the parties have fulfilled their obligations hereunder, unless terminated earlier under the provisions of this Agreement. The term of the Incentive Grant shall be permanent unless required to be repaid to the City under the terms of this Agreement.

2.02 This Agreement and all obligations of the Parties hereto shall terminate upon full performance of the Parties' respective obligations under this Agreement. The City may, at its sole discretion, terminate this Agreement if Developer defaults by: (1) failing to timely commence construction, construct, or cause to be constructed, the Store, in accordance with Section 4.01 of this Agreement; or (2) otherwise breaches its obligations or warranties under this Agreement. The City may cause this Agreement to terminate by following the notice and cure provisions set forth in Section 7.08 and 7.09 of this Agreement.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

"Certificate of Occupancy" means a document entitled "Certificate of Occupancy" (or other similar title) issued by City upon substantial completion of the Store in accordance with applicable City Regulations. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, but shall include any temporary certificate of occupancy or other document authorizing temporary or conditional occupancy.

"City Code" means The Anna City Code of Ordinances.

"City Council" means the governing body of the City of Anna, Texas.

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

"City Regulations" mean City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City.

"Commence Construction" means to commence the work of constructing any part of the vertical structure composing any part of the Store.

"Development" means the development of the Property including the construction of Public Improvements necessary to serve the Property, the features shown on the site plan Attached herein as **Exhibit B**, and the construction of the Store.

"Effective Date: means the date described in Section 3 of this Agreement.

"Incentive Grant" means the City's agreement to forgo the collection of all water, sewer, and roadway impact fees that would otherwise be due to the City as relates to the Development.

"Parties" mean the City and Developer.

"Public Improvements" mean those certain utility, roadway, drainage and other improvements that Developer is required to construct/install and dedicate to the City as shown in the Plans (as herein defined).

Section 4. Developer Obligations. The obligations set forth in this Section 4 are conditions for the Incentive Grant to continue as set forth in Section 5.

4.01. Construction, Location and Operation of the Store. The Store shall be located within the Property consistent with the site plan attached hereto as **Exhibit B**. Construction work on buildings and site improvements, and all other actions necessary or required by the City Regulations for issuance of a Certificate of Occupancy for the Store, must be substantially complete within eighteen (18) months after the Effective Date. The Deadline to Commence Construction of the Store is March 15, 2022.

4.02. Performance Bond, Payment Bond and Other Security. Developer shall execute or cause to be executed one or more valid performance bonds in favor of the City and one or more valid payment bonds for the construction, work and materials necessary to complete the Public Improvements. Said bonds shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations, except that the bonds shall be in an amount that is 110% of the contract price for each construction contract for any part of the Public Improvements and shall contain a provision that increases the amount of the bond to the extent that the contract price increases by change order. Developer shall further execute or cause to be executed a valid Maintenance Bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Improvements, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Improvements constructed under any such contract(s).

4.03. Public Improvements Generally. Developer shall provide or cause to be provided all Public Improvements as shown in the Plans, and any required or necessary public improvement not identified in this Agreement that are required by City Regulations in connection with development of the Property, such as streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City and in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Developer shall cause the timely installation of such improvements in accordance with the City Regulations unless

otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations (the "Plans"). Such Plans must be approved by the City's engineer or his or her agent prior to approval of a final plat of any portion of the development of the Property. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction and City has issued a written notice to proceed.

4.04. Approval of Plats/Plans. Approval by the City, the City's Engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, 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 Designer's engineer, his officers, agents, servants or employee, but Developer is required only to construct what is shown in Plans.

4.05. Insurance.

(a) Developer shall or shall cause the construction contractor(s) that will perform the construction work related to the Public Improvements to acquire and maintain, during the period of time when any of the Public Improvements are under construction (and until the full and final completion of the Public Improvements 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 Improvements construction contracts, whether by Developer, a contractor, subcontractor, materialman, or otherwise.

(b) Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Improvement construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of same, the City shall receive written notice of such cancellation, non-renewal or modification.

4.06. City Regulations. Developer acknowledges that development of the Property must comply with all applicable City Regulations. Except to the extent this Agreement provides for stricter or more restrictive requirements than those in applicable City Regulations, the applicable

City Regulations shall control.

Section 5. Incentive Grant.

The City hereby grants the Incentive Grant to Developer. Provided that the City has not terminated this Agreement under Section 2.02 of this Agreement, the Incentive Grant shall be deemed to be permanent, and Developer shall have no obligation to repay amount of the Incentive Grant to the City.

Section 6. Warranties. The accuracy of the warranties set forth in this Section 6 are conditions for the Incentive Grant to continue to be in effect. Developer shall notify the City if and when any of the following warranties are no longer accurate. The failure to so notify the City is a material breach of this Agreement. Developer warrants and represents to the City the following:

6.01. Developer is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Texas. Developer has all corporate power and authority to carry on its business as presently conducted in the State of Texas.

6.02. Developer has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

6.03. Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to the Development, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

6.04. Any entity(ies)/individual(s) executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.

6.05. In accordance with Chapter 2264 of the Texas Government Code, Developer certifies that neither it, nor a branch, division, or department of Developer, will ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Agreement, Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or recodified, Developer shall repay the total amount of all public subsidies and/or incentives theretofore received under this Agreement with interest at two percent (2%) per annum not later than the 120th day after the date the City notifies Developer in writing of the violation.

6.06 No litigation or governmental proceeding is pending or, to the knowledge of Developer and its general partner and officers, is threatened against or affecting Developer, or the Development or the Property, that may result in any material adverse change in Developer's business, properties or operation.

6.07. Developer shall not be in breach of any other contract by entering into and performing this Agreement. Developer shall amend or enter into any other contract that may be necessary for Developer to fully and timely perform its obligations under this Agreement.

Section 7. Miscellaneous.

7.01. Compliance with Laws. Developer shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development, unless specifically relieved of a particular requirement by variance.

7.02. Non-Discrimination. Developer covenants and agrees that Developer will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Development on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

7.03. Time Periods. Time is of the essence in the performance of this Agreement.

7.04. Force Majeure. If the City or Developer are prevented, wholly or in part, from fulfilling their respective obligations under this Agreement, by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, war, riot, civil commotion, insurrection, inclement weather, floods, shortages of labor or materials, strikes, other events of force majeure, or by reason of circumstances beyond its control, then the obligations of the City or Developer are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon. The Party affected shall thereafter provide written reports to the other Party at least once every two weeks detailing the Party's efforts taken to be able to resume performance under this Agreement and an estimate of the date that resumption of performance will begin.

7.05. Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of City Council and/or the City, which approval will not be unreasonably withheld or delayed. The City agrees, however, that Developer may assign all or part of its rights and obligations under this Agreement to any entity affiliated with Developer by reason of controlling, being controlled by, or being under common control with Developer or to a third-party lender advancing funds for the construction or operation of Public Improvements. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of City Council or the City to such an assignment will be required. Developer agrees to provide the City with written notice of any such assignment. The foregoing notwithstanding, any assignment of Developer's rights under this Agreement shall not release Developer from its obligations hereunder.

7.06. INDEMNITY. DEVELOPER COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO DEVELOPER'S PERFORMANCE OF THIS AGREEMENT OR TO THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE PUBLIC IMPROVEMENTS AND ANY OTHER IMPROVEMENTS OR CONSTRUCTION RELATED TO THE DEVELOPMENT, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC PROPERTY. THE INDEMNITY PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND DEVELOPER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. DEVELOPER'S OBLIGATIONS UNDER THIS SECTION 7.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT FOR A PERIOD OF TWO (2) YEARS.

7.07. Events of Default by Developer. In addition to other events of default by Developer set forth in this Agreement, each of the following events constitute a default of this Agreement by Developer:

(a) Any financial statement, certificate, report, or opinion submitted to the City in connection with this Agreement that is incorrect or misleading in any material respect when made.

(b) Developer makes an assignment for the benefit of creditors.

(c) Developer files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.

(d) If taxes owed to the City by Developer become delinquent, and Developer fails to timely and properly follow the legal procedures for protest or contest.

(e) Developer fails to timely, fully and completely comply with any one or more of the material requirements, obligations, duties, terms, conditions or warranties of this Agreement, including without limitation Developer's obligation under this Agreement to timely: (i) develop the store; (ii) obtain a Certificate of Occupancy; (iii) construct the Store to include at least 10,000 square feet of enclosed indoor air-conditioned retail space, and (iv) expend at least $1,200,000 in capital cost on the Development and creation of the Store.

7.08. Notice of Default. Should the City or City Council determine that Developer is in default according to the terms of this Agreement, the City or City Council shall notify Developer in writing of the event of default, and provide thirty (30) days from the date of the notice (the "Cure Period") for Developer to cure the event of default; provided, however, in the event if such event of default is not able to be cured within such 30-day period, Developer shall be permitted additional time to effectuate such cure, provided, that in no event shall the Cure Period exceed sixty (60) days from the date of notice from the City.

7.09. Results of Uncured Default by Developer. After exhausting good faith attempts to address any default during the Cure Period, and taking into account any extenuating circumstances that might have occurred through no fault of Developer, as determined by the City, the Developer shall immediately pay the City the amount of the Incentive Grant and shall pay the City reasonable attorney fees, related expenses and costs of court to collect amounts due to City if the amount of the Incentive Grant is not immediately repaid upon demand from the City. The City and Developer shall have no further obligations to one another under this Agreement upon the later of the full payment by Developer of all sums that may become due to the City under this Agreement or two (2) years after the Effective Date. Neither the City nor Developer may be held liable for any special or consequential damages.

7.10. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Developer's default may not be considered an estoppel against the City. It is expressly understood that if at any time Developer is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

7.11. Limitation of Remedies. Developer specifically agrees that the City shall not be liable to Developer for any actual or consequential damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the City under the terms of this Agreement. Developer's sole remedy shall be to seek specific performance of the City's

obligations under this Agreement.

7.12. Notices. Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing.

DEVELOPER:

Vaquero DG Westminster Partners, LP
Attn: Emily L. Crockett
2900 Wingate Street, Suite 200
Fort Worth, Texas 76107

CITY:

City of Anna
Attn.: City Manager
P.O. Box 776,
Anna, Texas 75409-0776

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

Notice is effective upon deposit in the United States mail in the manner provided above.

7.13. Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A, Legal Description of the Property
Exhibit B, Store Site Plan

7.14. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

7.15. Relationship of Parties. In performing this Agreement, both the City and Developer will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no

time shall the City have any control over or charge of Developer's design, construction or installation of any of the infrastructure or public improvements that are the subject of this Agreement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise between the City and Developer.

7.16. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

7.17. Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

7.18. Venue. Venue for any legal action related to this Agreement is in Collin County, Texas.

7.19. Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

7.20. Sole Agreement. This Agreement constitutes the sole agreement between the City and Developer as relates to the Development. Any other prior agreements, promises, negotiations, or representations related to the Development, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

7.21. Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

7.22. Binding Agreement. This Agreement shall be binding on and inure to the benefit

of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

7.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

7.24. Recording. The Parties agree that neither this Agreement, nor any memorandum or short form of this Agreement, shall be recorded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED BY THE PARTIES:

Vaquero DG Westminster Partners, LP,
a Texas limited partnership,

By: **Vaquero Ventures Management, LLC**,
a Texas limited liability company, its general partner

By: _____
William A. Landreth, its manager

State of Texas
County of _____

Before me, on this day personally appeared _____, 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 his capacity as manager of Vaquero Ventures Management, LLC, a Texas limited liability company, in its capacity as general partner of Vaquero DG Westminster, LP, a Texas limited partnership for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2021.

_____
Notary – State of Texas

CITY OF ANNA, TEXAS

By:_____
Jim Proce, City Manager

State of Texas
County of _____

Before me, on this day personally appeared Jim Proce 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 his capacity as City Manager of the City of Anna, Texas.

Given under my hand and seal of office this _____ day of _____ 2021.

_____
Notary – State of Texas

Exhibit A

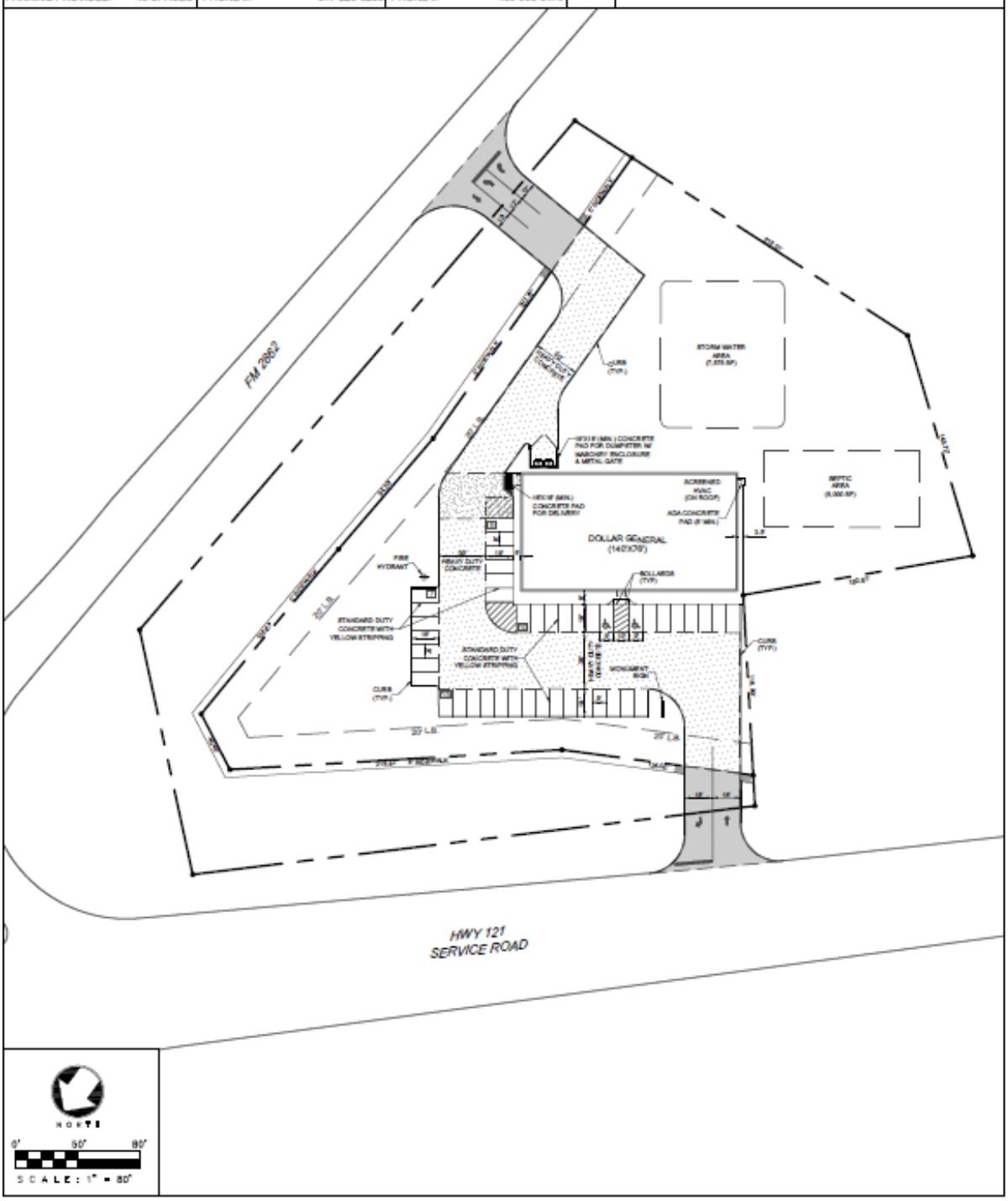
Legal Description of the Property

Exhibit B

Store Site Plan

PRELIMINARY SITE PLAN	ANNA, TEXAS HIGHWAY 121		
PROTOTYPE: DG - 10,640 - C	DEVELOPER	DESIGNER	DATE
BLDG/SALES SF: 10,640 SF/8,504 SF	COMPANY: VAQUERO VENTURES	COMPANY: STUDIO GREEN SPOT	05-18-21
ACREAGE: +/- 2.455 ACRES	NAME: W.A. LANDRETH	NAME: TOM TRONZANO	
PARKING PROVIDED: 43 SPACES	PHONE #: 817-228-5268	PHONE #: 469-990-0475	

NOTES:
1. THIS PRELIMINARY SITE PLAN IS FOR PLANNING PURPOSES ONLY.
2. THIS PRELIMINARY SITE PLAN MUST BE REVIEWED BY ALL GOVERNING JURISDICTIONS FOR COMPLIANCE.
3. ALL EXISTING CONDITIONS MUST BE VERIFIED.
4. ALL MEASUREMENTS ARE ESTIMATED.



Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

A) Reopen Previously Continued Public Hearing to consider public comments regarding a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2). (Director of Development Services Ross Altobelli)

B) Consider/Discuss/Action on an Ordinance approving a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2).

C) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Vaquero DG Westminster, Block A, Lot 1, associated with the rezoning request and development of the property.

SUMMARY:

The applicant is requesting to rezone the property in order to allow for a department store. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance.

The Future Land Use Plan designates this property as Community Commercial. Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. This form of development primarily provides services for residents of surrounding neighborhoods.

The proposed development conforms with the Future Land Use Plan for the commercial designation and the City of Anna Strategic Plan by expanding the commercial tax base. Major corridors, such as Sam Rayburn Highway and Farm-to-Market 2862, are the most suitable locations for commercial uses due to the high visibility of passing traffic.

The purpose for the preliminary plat is to propose easements necessary for development of a department store.

The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

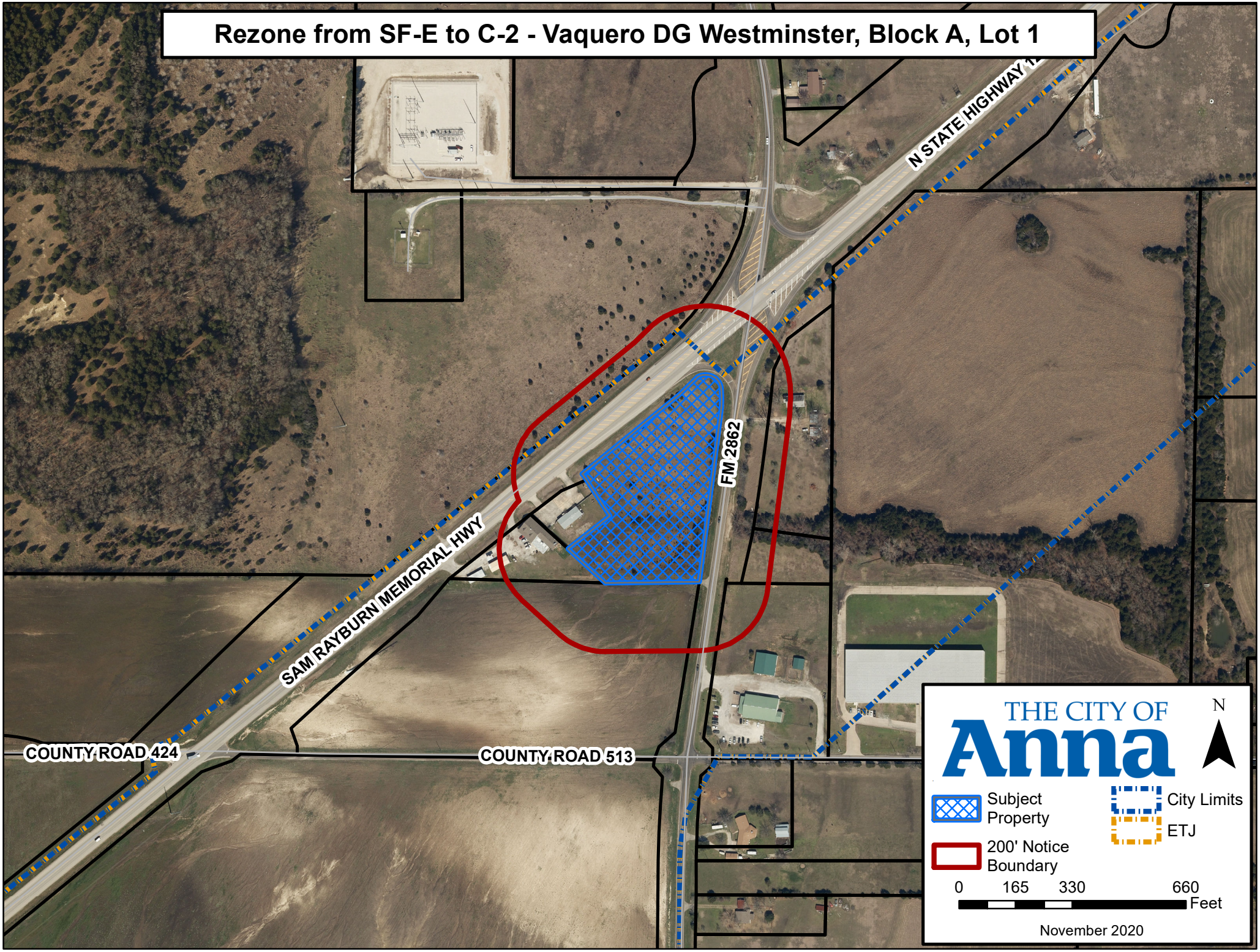
STAFF RECOMMENDATION:
The zoning and preliminary plat are recommended for approval as submitted.

ATTACHMENTS:
1. Notification Location Map
2. Zoning Write-Up - Vaquero DG Westminster
3. Ordinance - Vaquero DG Westminster
4. Exhibit 1 - Ord (Metes & Bounds -Vaquero DG Westminster Addn, BL A, Lt 1)
5. RESOLUTION - PP (Vaquero DG Westminster, Bl A, Lt 1)
6. Exhibit A - (STAMPED) Res. (PP - Vaquero DG Westminster, BL A, Lt 1

APPROVALS:

Lauren Mecke, Planning Manager	Created/Initiated - 10/7/2021
Ross Altobelli, Director of Development Services	Approved - 10/8/2021
Terri Doby, Budget Manager	Approved - 10/8/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

Rezone from SF-E to C-2 - Vaquero DG Westminster, Block A, Lot 1



L:\Planning & Development\Project Review\Anacapri Zoning (Megatel)\Locator\Notification Location Map.mxd

CITY OF ANNA

Planning & Zoning Commission

September 7, 2021

Zoning: Vaquero DG Westminster

Applicant: Westminster 121 Associates

DESCRIPTION:

Request to rezone 2.5± acres from Single-Family – Large Lot (SF-E) to General Commercial (C-2) to allow for a department store located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862.

REMARKS:

The applicant is requesting to rezone the property in order to allow for a department store. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail, service, and office uses characteristic of retailing and wholesaling markets. This district is intended to accommodate commercial activities that cannot be accommodated in the C-1 Restricted Commercial District.

A preliminary plat, Vaquero DG Westminster Addition, Block A, Lot 1, accompanies this request.

Surrounding Land Use and Zoning

North	Across Sam Rayburn Highway, vacant tract. Located in the ETJ
East	Across FM 2862, Single-family residence, zoned SF-1
South	Vacant tract, zoned SF-E
West	Vacant building, zoned C-2

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2036

1. Principle 6: Dynamic Business Community

    a. Ability of neighbors to work in Anna

    b. Attractive commercial centers with well-designed and well-maintained landscaping

City of Anna Goals for 2026

1. Goal 1: Growing Anna Economy

    i. Expand the commercial tax base

Future Land Use Plan – The Future Land Use Plan designates this property as Community Commercial.

Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. Unlike larger shopping centers that may attract regional customers, Community Commercial developments primarily provide services for residents of surrounding neighborhoods. Business types may include restaurants, local retail, medical offices, banks and other retail and services.

The proposed development conforms with the Future Land Use Plan for the commercial designation. Major corridors, such as Sam Rayburn Highway and Farm-to-Market 2862, are the most suitable locations for commercial uses due to the high visibility of passing traffic.

Adequacy of Public Facilities – The City does not currently service water nor sewer in this area. The property is served by the North Collin Special Utility District and will require an on-site sewage facility (septic).

SUMMARY:

The applicant is requesting to rezone the property in order to allow for a department store. The request is in conformance with elements of the City of Anna Strategic Plan and the Future Land Use Plan of the Comprehensive Plan by expanding the commercial tax base. The city's Planning & Development Regulations are in place to minimize impact to the existing adjacent residences. For these reasons, staff is in support of the requested rezoning from SF-E to C-2.

RECOMMENDATION:

Recommended for approval as submitted.

CITY OF ANNA, TEXAS
(Property rezoned under this ordinance is generally located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862)

ORDINANCE NO. _____

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 has received a requested zoning change on Property described in Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from SF-E Single Family Residential-Large Lot zoning to C-2 General Commercial zoning; 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 changing the zoning of the Property described in Exhibit A from Single-Family Estate (SF-E) to General Commercial (C-2) zoning.

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 12th day of October 2021.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Nate Pike, Mayor

PROPERTY DESCRIPTION

FIELD NOTES to that tract of land situated in the Samuel Craft Jr. Survey, Abstract Number 165, City of Anna, Collin County, Texas, being a portion of that certain tract of land described in the deed to Westminster 121 Associates, a California General Partnership, recorded in Volume 3235, Page 715, Deed Records, Collin County, Texas; the subject tract is more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, North Central Zone):

Beginning at a 5/8" capped rebar stamped "TXDOT ROW" found at the most northern southeast corner of a tract of land described as "Parcel 9" in the deed to the State of Texas recorded under Instrument Number 20190403000351130, Official Public Records, Collin County, Texas, from which the northeast corner of the said Westminster tract bears NORTH 35°30'34" WEST, a distance of 19.99 feet;

THENCE with the perimeter and to the corners of the said Parcel 9, and through the interior of the Westminster tract, the following calls:

1. NORTH 65°19'18" EAST, a distance of 124.66 feet to a 5/8" capped rebar stamped "TXDOT ROW";
2. NORTH 54°20'30" EAST, a distance of 215.42 feet to a found 5/8" capped rebar stamped "TXDOT ROW";
3. SOUTH 59°32'19" EAST, a distance of 40.48 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the beginning of a non-tangent curve to the left (concave east), having a radius of 5,619.58 feet, and a chord that bears SOUTH 07°32'38" WEST, a distance of 138.86 feet;
4. Southerly along said curve, an arc length of 138.87 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the end of the curve;
5. SOUTH 08°15'06" WEST, a distance of 94.35 feet to a found 5/8" capped rebar stamped "TXDOT ROW";
6. SOUTH 03°03'25" WEST, a distance of 222.57 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set on the south line of the Westminster tract;

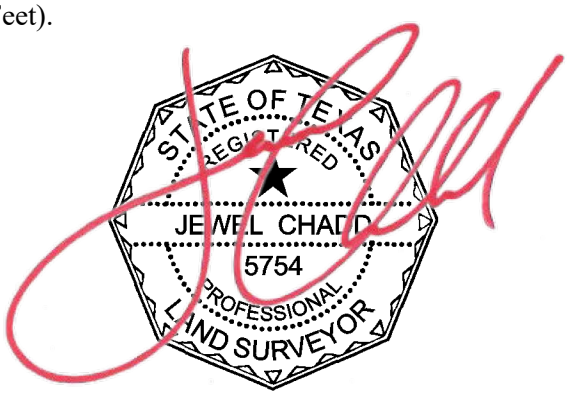
THENCE with the perimeter and to the corners of the Westminster tract, the following bearing and distances:

1. NORTH 89°33'28" WEST, a distance of 212.41 feet to a found 1/2 inch rebar with a damaged cap;
2. NORTH 48°38'02" WEST, a distance of 148.44 feet to a found 1/2 inch rebar;
3. NORTH 47°58'09" EAST, a distance of 151.11 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";

EXHIBIT 1 CONT.

THENCE NORTH 35°30'34" WEST, continuing with the perimeter of the Westminster tract, a distance of 117.04 feet returning to the Point of Beginning and enclosing 2.453 acres (±106, 839 Square Feet).

Jewel Chadd
Registered Professional
Land Surveyor № 5754
jewel@jphls.com
August 19, 2021
Project № 2021.022.033
Proposal № DFW4516



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR VAQUERO DG WESTMINSTER ADDITION, BLOCK A, LOT 1

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") the Anna City Code of Ordinances; and

WHEREAS, Westminster 121 Association, has submitted an application for approval of a preliminary plat for Vaquero DG Westminster Addition, Block A, Lot 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 of Preliminary Plat

The City Council hereby approves the preliminary plat for Vaquero DG Westminster Addition, Block A, Lot 1attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 12th day of October 2021.

ATTEST:

_____
City Secretary, Carrie L. Land

APPROVED:

_____
Mayor, Nate Pike

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS Westminster 121 Associates, a California General Partnership, is the owner of that tract of land situated in the Samuel Craft Jr. Survey, Abstract Number 165, City of Anna, Collin County, Texas, being a portion of that certain tract of land described in the deed to Westminster 121 Associates, a California General Partnership, recorded in Volume 3235, Page 715, Deed Records, Collin County, Texas; the subject tract is more particularly described as follows:

Beginning at a 5/8" capped rebar stamped "TXDOT ROW" found at the most northern southeast corner of a tract of land described as "Parcel 9" in the deed to the State of Texas recorded under Instrument Number 20190403000351130, Official Public Records, Collin County, Texas, from which the northeast corner of the said Westminster tract bears NORTH 35°30'34" WEST, a distance of 19.99 feet;

THENCE with the perimeter and to the corners of the said Parcel 9, and through the interior of the Westminster tract, the following calls:

1. NORTH 65°19'18" EAST, a distance of 124.66 feet to a 5/8" capped rebar stamped "TXDOT ROW";
2. NORTH 54°20'30" EAST, a distance of 215.42 feet to a found 5/8" capped rebar stamped "TXDOT ROW";
3. SOUTH 59°32'19" EAST, a distance of 40.48 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the beginning of a non-tangent curve to the left (concave east), having a radius of 5,619.58 feet, and a chord that bears SOUTH 07°32'28" WEST, a distance of 138.86 feet;
4. Southerly along said curve, an arc length of 138.87 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the end of the curve;
5. SOUTH 08°15'06" WEST, a distance of 94.35 feet to a found 5/8" capped rebar stamped "TXDOT ROW";
6. SOUTH 03°03'25" WEST, a distance of 222.57 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set on the south line of the Westminster tract;

THENCE with the perimeter and to the corners of the Westminster tract, the following bearing and distances:

1. NORTH 89°33'28" WEST, a distance of 212.41 feet to a found 1/2 inch rebar with a damaged cap;
2. NORTH 48°38'02" WEST, a distance of 148.44 feet to a found 1/2 inch rebar;
3. NORTH 47°58'09" EAST, a distance of 151.11 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";

THENCE NORTH 35°30'34" WEST, continuing with the perimeter of the Westminster tract, a distance of 117.04 feet returning to the Point of Beginning and enclosing 2.453 acres (±106, 839 Square Feet).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Westminster 121 Associates, a California General Partnership, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Lot 1, Block A, ***Vaquero DG Westminster Addition***, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public or private utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by private utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that 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.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.

Witness my hand this the ____ day of _____, 20___.

By: Westminster 121 Associates, a California General Partnership

By: Randers Company , Its Managing General Partner

_____

Todd Lockway, President of Westgold Financial

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Todd Lockway**, President of Westgold Financial, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

_____

Notary Public in and for _____ County

SURVEYOR'S CERTIFICATION

I, Jewel Chadd, do hereby certify that this plat has been prepared from an actual and accurate field survey of the land under my personal supervision on May 26, 2021, and that all information shown is true and correct; and that all monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Texas.

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

_____

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jewel@jphls.com
Date: TBD

STATE OF TEXAS §

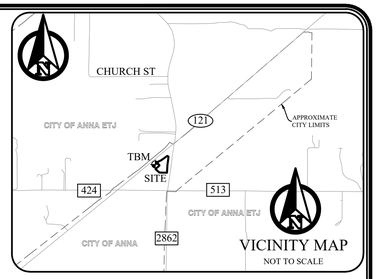
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared **Jewel Chadd**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

_____

Notary Public in and for Tarrant County



Line Data Table		
Line #	Bearing	Distance
L1	N90°00'00"W	26.21'
L2	N00°00'00"E	15.00'
L3	N90°00'00"E	20.50'
L4	N00°00'00"E	4.66'
L5	N45°00'00"W	2.36'
L6	N90°00'00"W	11.24'
L7	N80°39'30"W	3.04'
L8	S54°45'22"W	14.12'
L9	N33°47'27"W	10.00'
L10	N54°45'22"E	17.97'
L11	S80°39'30"E	11.72'
L12	N90°00'00"E	9.78'
L13	S45°00'00"E	9.61'
L14	S08°15'06"W	3.47'
L15	S03°03'25"W	6.56'
L16	N88°25'51"W	24.61'
L17	S88°25'51"E	19.76'
L18	N31°29'37"W	49.11'
L19	S58°30'23"W	79.08'
L20	S31°29'37"E	49.11'

Curve Data Table					
Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	78.35'	54.00'	083°07'53"	N38°30'31"W	71.66'
C2	18.09'	30.00'	034°33'02"	N14°13'06"W	17.82'
C3	47.12'	30.00'	090°00'00"	N76°29'37"W	42.43'
C4	84.82'	54.00'	090°00'00"	N76°29'37"W	76.37'
C5	47.12'	30.00'	090°00'00"	S76°29'37"E	42.43'
C6	84.82'	54.00'	090°00'00"	S76°29'37"E	76.37'
C7	32.56'	54.00'	034°33'02"	S14°13'06"E	32.07'
C8	40.61'	30.00'	077°34'07"	S35°43'38"E	37.58'

APPROVED
SEPTEMBER 7, 2021
P&Z COMMISSION
CITY OF ANNA

APPROVED
OCTOBER 12, 2021
CITY COUNCIL
CITY OF ANNA

Approved this ____ day of _____, 20____ , by the City Council of Anna , Texas

_____ Mayor, City of Anna

_____ City Secretary

LEGEND OF SYMBOLS

Fire Lane & Utility Easement (F.L.U.E.)

MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

CRS 1/2" rebar stamped "JPH Land Surveying" set
MNS Mag nail & washer stamped "JPH Land Surveying" set
TBM Site benchmark
Vertex or common point (not a monument)
Coordinate values, if shown, are US.SyFt./TxCS,'83,NCZ
Bearings are based on the TxCS,'83,NCZ
Distances & areas shown are represented in surface values

LEGEND OF ABBREVIATIONS

US.SyFt.	United States Survey Feet
TxCS,'83,NCZ	Texas Coordinate System of 1983, North Central Zone
P.R.C.C.T.	Plat Records of Collin County, Texas
O.P.R.C.C.T.	Official Public Records of Collin County, Texas
D.R.C.C.T.	Deed Records of Collin County, Texas
VOL/PG/INST#	Volume/Page/Instrument Number
POB/POC	Point of Beginning/Point of Commencing
ESMT/BL	Easement/Building Line
R.O.W./A.K.A.	Right of Way/Also Known As
ETJ	Extraterritorial Jurisdiction
F.L.U.E.	Fire Lane & Utility Easement

GENERAL PLAT NOTES:

1. This property lies within ZONE(S) X of the Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, map no. 48085C0180J, dated 2009/06/02, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at http://hazards.fema.gov.
2. Site benchmark is a mag nail with a washer stamped "JPH BENCHMARK" set in a concrete driveway located on the south side of State Highway 121, being located approximately 42 feet southwest from the northwest corner of the surveyed property, and approximately 773 feet southwesterly from the centerline intersection of State Highway 121 and F.M. Highway 2862 (a.k.a. Houston Street). Benchmark Elevation = 690.56'. (North American Vertical Datum of 1988 | Geoid 18)
3. Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

OWNER:
Westminster 121 Associates
a California general partnership
79687 Country Club Drive Suite 201
Bermuda Dunes, California 92203

PREPARED BY:
Jewel Chadd , R.P.L.S.
JPH Land Surveying, Inc.
785 Lonesome Dove Trail
Hurst, Texas 76054
Phone: (817) 431-4971

DEVELOPER:
Vaquero DG Westminster Partners, LP
2900 Wingate Street Suite 200
Fort Worth, TX 76107
Phone: (512) 983-1793

EXHIBIT A

PRELIMINARY PLAT
LOT 1, BLOCK A
VAQUERO DG WESTMINSTER ADDITION

BEING A 2.453 ACRES TRACT
SITUATED IN THE SAMUEL CRAFT JR. SURVEY, ABSTRACT NO. 165
CITY OF ANNA, COLLIN COUNTY, TEXAS

PREPARED: JUNE 2021

JPH LaNd Surveying, Inc.

0 30' 60'
Scale: 1" = 30'

JPH Job/Drawing No. (see below)
2021.022.033 DG 1.54 Ac. FM 2862, (Westminster), Collin Co., Tx - P.Plat.dwg
© 2021 JPH Land Surveying, Inc. - All Rights Reserved
785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500 #10194073 #10193867
DFW-Houston | Central Texas | West Texas

Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Carrie Land

AGENDA ITEM:
Consider/Discuss/Action on a Resolution nominating a candidate or candidates for the Board of Directors for election of Collin Central Appraisal District. (City Secretary Carrie Land)

SUMMARY:
The Board of Directors governs the Collin Central Appraisal District. The taxing entities that vote on the appraisal district's budget (county, city, school and special districts)..

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2022.

A taxing unit's nominations must be made in an open meeting and a written resolution from Mayor Pike must be submitted to the Chief Appaiser by October 14, 2021. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for a least two years immediately preceding the date they take office.

Mayor Pike would like to nominate Brian Mantzey. Mr. Mantzey is a current board member and has served since 1/2020 and resides in McKinney, Texas.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:
Make nomination(s) and vote on Resolution.

ATTACHMENTS:

1. Res Nominating CCAD BOD

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 10/7/2021
Terri Doby, Budget Manager	Approved - 10/7/2021
Jim Proce, City Manager	Final Approval - 10/8/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, NOMINATING A CANDIDATE OR CANDIDATES FOR THE BOARD OF DIRECTORS FOR ELECTION OF COLLIN CENTRAL APPRAISAL DISTRICT.

WHEREAS, The City of Anna, Texas has 15 votes to cast in the election of the Board of Directors for the Collin Central Appraisal District; and

WHEREAS, The City Council may nominate one to five candidates;

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

Section 1. Recitals Incorporated

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

Section 2. The City Council of the City of Anna, Texas nominates the following candidate(s) to the Collin Central Appraisal District Board of Directors:

Brian Mantzey is a current board member and resides in McKinney, Texas.

PASSED by the City Council of the City of Anna, Texas, on this _____ day of _____, 2021.

ATTEST:

_____

Carrie Land, City Secretary

APPROVED:

_____

Nate Pike, Mayor

Item No. 7.I.

City Council Agenda
Staff Report

Meeting Date: 10/12/2021
Staff Contact: Carrie Land

AGENDA ITEM:
Consider/Discuss/Action on filling a vacancy on the Planning and Zoning Commission. (City Secretary Carrie Land)

SUMMARY:
Mr. Alonzo Tutson has submitted his formal resignation effective immediately.

The vacancy to be filled is for a term expiring May 2023.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:
Nominate a replacement and fill the vacancy.

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 10/6/2021
Terri Doby, Budget Manager	Approved - 10/6/2021
Jim Proce, City Manager	Final Approval - 10/8/2021