MEETING AGENDA
ANNA COMMUNITY DEVELOPMENT CORPORATION
AND
ANNA ECONOMIC DEVELOPMENT CORPORATION

Thursday, April 7, 2022 @ 6:00 PM

The EDC/CDC of the City of Anna will meet at 6:00 PM, on April 7, 2022 at the Anna Fire Station Conference Room, located at 305 South Powell Parkway (Hwy 5), to consider the following items below.

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
   Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.
4. **Consent Agenda**
   a. Approve minutes from the March 3, 2022, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)
   b. Approve minutes from the March 3, 2022, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)
5. **Individual Consideration**
   a. Consider/Discuss/Action on a Resolution approving an Amendment to a contract with Carey Cox Real Estate for real estate representation. (EDC and CDC)
   b. Consider/Discussion/Action on electing a President. (EDC and CDC)
   c. Consider/Discuss/Action on electing a Vice-President. (EDC and CDC)
   d. Consider/Discuss/Action on a Resolution terminating Covenants, Conditions, and Restrictions (CCRs) for Anna Business Park. (CDC)

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e. Consider/Discuss/Action on a Resolution terminating Covenants, Conditions, and Restrictions (CCRs) for Anna Business Park. (EDC)

6. **Director's Report.**

   a. ICSC Red River Review

   b. Strategic Plan Update

   c. Financial Report/Sales Tax Update

   d. Downtown Update

7. **Closed Session.**

   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 professional services 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 commercial, retail, and medical projects.

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

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

10. **Adjourn.**

This is to certify that I, Joey Grisham, Director, posted this agenda 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 April 4, 2022.

____

Joey Grisham, Director of Economic

Development

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

EDC/CDC Agenda
Staff Report

Meeting Date:	4/7/2022
Staff Contact:	

AGENDA ITEM:
Consent Agenda

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 4.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Approve minutes from the March 3, 2022, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. March 3 2022 CDC EDC Joint Meeting Minutes_FINAL

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

Staff:
Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

Thursday, March 3, 2022, at 6:00 pm
City of Anna Fire Station EOC Conference Room
305 S. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a meeting at 6:00 p.m. on Thursday, March 3, 2022, at the Anna Fire Station EOC Conference Room, located at 305 S. Powell Parkway (Highway 5) 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, Bruce Norwood, Michelle Hawkins, Rocio Gonzalez, and Kylee Kelley **CDC and EDC Board Members Absent:** Shane Williams. **Others Present:** Joey Grisham (Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Clark McCoy (Attorney) and Lee Miller (Mayor Pro Tem).

1. **Call to Order. Roll Call and Establishment of Quorum.**
   The meeting was called to order by Board President Anthony Richardson at 6:09 p.m.

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

3. **Recognition of Board President Anthony Richardson for his exemplary service to the City of Anna and EDC/CDC Board.**
   Joey Grisham presented Anthony Richardson with a recognition plaque for his service.

4. **Neighbor Comments.**
   None.

5. **Consent Agenda.**
   a. Consider/Discuss/Act on approving minutes from the February 10, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (CDC)

b. Consider/Discuss/Act on approving minutes from the February 10, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (EDC)
Rocio Gonzalez identified a misspelling of Shane Williams's last name on Page 3 of Agenda item 5 c.

Rocio Gonzalez made a motion on behalf of the CDC and EDC to approve the consent agenda with modification. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

6. **Individual Consideration**

a. Consider/Discuss/Act on accepting the resignation of Anthony Richardson from the CDC and EDC Board. (CDC and EDC)
Mr. Richardson is moving outside the city limits and can no longer fulfill the residency requirements to serve on the CDC/EDC Board and therefore submitted a resignation letter

Michelle Hawkins made a motion on behalf of the CDC and EDC Board to accept the resignation of Anthony Richardson from the Board of Directors. Bruce Norwood seconded the motion. All were in favor with Anthony Richardson abstaining from the vote. Motion passed.

7. **Director's Report**

a. ICSC ReCON and ICSC Red River
The ICSC Red River show will take place March 30 – April 1st and will be in Dallas this year at the Kay Bailey Hutchison Convention Center. The Las Vegas Convention Center is the location for ICSC ReCON from May 21-24th. Several board members have expressed interest in attending both shows.

b. Strategic Plan Updates
The city of Anna was featured in two Bisnow articles. The Parmore Senior Living Project closed in February and the groundbreaking ceremony is scheduled for Tuesday, March 22. Staff will send invites to board members who wish to attend the ceremony. Additional updates include finalizing the DCEO awards in April, drafting of a municipal use agreement for Downtown parking and discussions continue with John Rattan and Kimley Horn on the Rattan Ranch Project.

c. Greater Anna Chamber of Commerce Banquet – April 2
The Chamber Banquet is scheduled for Saturday, April 2, at Anna High School. The EDC will have four tables for board members and staff. The following board members are confirmed plus a guest ticket for each: Bruce Norwood, Rocio Gonzalez, Shane Williams, Kylee Kelley and Michelle Hawkins.

d. Downtown Updates
Staff held a kickoff call with TNP concerning the implementation of a drainage study that is expected to be completed in May. Staff continues working on a draft DART municipal use agreement for Downtown parking and submitting a TIRZ participation package to Collin County. Joey Grisham stated that Freese and Nichols will update the City's zoning ordinances, which includes Downtown.

Since there is a funding gap, Joey inquired if the CDC board is interested in providing funding. Staff will place the budget request on a future agenda item for board approval.

e. **Retail Market Study Update**
   Navi Retail's presentation outlining their status updates was included in the packet. Since December, phases 1 – 3 have been completed and Navi Retail is finishing up Phase 4. This phase includes combining reports and market findings to present to the CDC/EDC Board. Navi Retail is also working with staff to setup recruitment meetings at ICSC and plan to schedule a workshop (Phase 5) depending on board members availability.

8. **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 professional services 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 commercial, retail, and medical projects.

   Bruce Norwood made a motion to enter closed session. Anthony Richardson seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:38 p.m.

9. **Reconvene into open session and take any action on closed session items.**
   Rocio Gonzalez made a motion to reconvene into open session. Kylee Kelley seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 6:45 p.m.

10. **Receive reports from staff or Board Members about items of community interest.**
    None.

11. **Adjourn.**
    Rocio Gonzalez made a motion to adjourn the meeting at 6:47 p.m. Anthony Richardson seconded the motion. All were in favor. Motion passed.

Officers:	Staff:
Anthony Richardson, President	Joey Grisham, Director of Economic Development
Bruce Norwood, Vice-President	Taylor Lough, Assistant Director of Economic Development
Rocio Gonzalez, Secretary	Kimberly Garduno, Economic Development Coordinator

APPROVED:	**ATTESTED:**
________________________________	________________________________
Bruce Norwood Vice-President of CDC/EDC	Rocio Gonzalez Secretary of CDC/EDC

Item No. 4.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Approve minutes from the March 3, 2022, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. March 3 2022 CDC EDC Joint Meeting Minutes_FINAL

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

Staff:
Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
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8. **CLOSED SESSION (exceptions):**
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10. **Receive reports from staff or Board Members about items of community interest.**
    None.

11. **Adjourn.**
    Rocio Gonzalez made a motion to adjourn the meeting at 6:47 p.m. Anthony Richardson seconded the motion. All were in favor. Motion passed.

Officers:	Staff:
Anthony Richardson, President	Joey Grisham, Director of Economic Development
Bruce Norwood, Vice-President	Taylor Lough, Assistant Director of Economic Development
Rocio Gonzalez, Secretary	Kimberly Garduno, Economic Development Coordinator

APPROVED: **ATTESTED:**

______________________________ ______________________________

Bruce Norwood
Vice-President of CDC/EDC

Rocio Gonzalez
Secretary of CDC/EDC

Item No. 5.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Consider/Discuss/Action on a Resolution approving an Amendment to a contract with Carey Cox Real Estate for real estate representation. (EDC and CDC)

SUMMARY:
The Listing Agreement is expiring and it is time for the renewal. Carey Cox is doing a good job of marketing the property and, as you know, we are nearing the sale of the property.

STAFF RECOMMENDATION:
Approve.

ATTACHMENTS:
1. EDC Resolution
2. CDC Resolution
3. Amendment to Listing
4. Agreement

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. ____________

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION APPROVING AND AUTHORIZING AN AMENDMENT TO A CONTRACT FOR REAL ESTATE REPRESENTATION WITH CAREY COX REAL ESTATE

WHEREAS, on April 22, 2019, the Anna Economic Development Corporation (the "EDC") entered into that certain North Texas Commercial Association of Realtors Exclusive Listing Agreement for Sale or Lease attached hereto as **Exhibit 1** (the "Agreement") with Carey Cox Real Estate; and

WHEREAS, the EDC extended the listing term for an additional one (1) year period on April 9, 2020 and April 1, 2021; and

WHEREAS, the Parties desire to extend the listing term of the Agreement for an additional one (1) year period;

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

Section 1. Recitals Incorporated.

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

Section 2. Adoption of Amendment to Extend Term of Agreement.

The EDC Board of Directors hereby approves amending the term of this Agreement by adding one (1) year as attached hereto and incorporated herein for all purposes as set forth in full.

Section 3. No Other Amendments.

The Agreement shall otherwise remain in full force and effect.

APPROVED:	ATTEST:
____________________________	________________________
Bruce Norwood, Vice-President	Rocio Gonzalez, CDC Secretary

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. ____________

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AND AUTHORIZING AN AMENDMENT TO A CONTRACT FOR REAL ESTATE REPRESENTATION WITH CAREY COX REAL ESTATE

WHEREAS, on April 22, 2019, the Anna Community Development Corporation (the "CDC") entered into that certain North Texas Commercial Association of Realtors Exclusive Listing Agreement for Sale or Lease attached hereto as **Exhibit 1** (the "Agreement") with Carey Cox Real Estate; and

WHEREAS, the CDC extended the listing term for an additional one (1) year period on April 9, 2020 and April 1, 2021; and

WHEREAS, the Parties desire to extend the listing term of the Agreement for an additional one (1) year period;

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

Section 1. Recitals Incorporated.

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

Section 2. Adoption of Amendment to Extend Term of Agreement.

The CDC Board of Directors hereby approves amending the term of this Agreement by adding one (1) year as attached hereto and incorporated herein for all purposes as set forth in full.

Section 3. No Other Amendments.

The Agreement shall otherwise remain in full force and effect.

APPROVED: ATTEST:

____________________________ ________________________

Bruce Norwood, Vice-President Rocio Gonzalez, CDC Secretary

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

This Amendment to the Exclusive Listing Agreement identified below (this "Amendment") is entered into on April 7, 2022, by and amongst Carey Cox Company, Anna Economic Development Corporation, and Anna Community Development Corporation (collectively, the "Parties").

WHEREAS, on April 22, 2019, the Parties entered into that certain North Texas Commercial Association of Realtors Exclusive Listing Agreement for Sale or Lease attached hereto as **Exhibit 1** (the "Agreement"); and

WHEREAS, the listing term of the Agreement was extended by both parties on April 9, 2020 and April 1, 2021; and

WHEREAS, the Parties desire to extend the listing term of the Agreement for an additional one (1) year period;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Extend Term of Agreement.

The Parties agree to amend the first sentence of paragraph 2 on page one (1) of the Agreement to read as follows:

"2. **Listing Term**. The term of this Agreement (the 'Term') commences on its execution and will expire three (3) years from the Execution Date (the 'Expiration Date')."

Section 3. No Other Amendments.

The Agreement shall otherwise remain in full force and effect.

SIGNATURES:

OWNER:	**BROKER**:
Anna Economic Development Corporation	Carey Cox Company
Anna Community Development Corporation	
By: ______________________	By: ______________________
Bruce Norwood, Vice-President	David Cox, Principal

NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

EXCLUSIVE LISTING AGREEMENT
FOR SALE OR LEASE

This Agreement is entered into by the undersigned owner(s) (the **"Owner"**) and broker (the **"Broker"**) regarding the property described as Abs A0033 D E W Babb Survey, Sheet 2, Tract 178, 85.571 Acres in Collin County, Texas, or as may be more particularly described on any attached **Exhibit "A", SURVEY AND/OR LEGAL DESCRIPTION,** together with the improvements located upon the property and owned by Owner (collectively, the **"Property"**). Owner desires to retain the services of Broker to help Owner sell and/or lease the Property. For valuable consideration, Owner and Broker agree as follows:

1. Appointment. Owner appoints Broker as Owner's agent for the Term (defined below), upon the terms and conditions in this Agreement, with the exclusive right to list and ***[check all applicable boxes]*** ☒ **sell** the Property, and/or ☐ **lease** the Property. Broker will assist Owner in the marketing of the Property and in the negotiating of a sale or lease agreement with any prospective purchaser or tenant (the **"Prospect"**). Broker may carry out Broker's duties under this Agreement through Broker's sales associates and other brokers (**"Cooperating Brokers"**). The term **"sale"** as used in this Agreement includes an exchange.

2. Listing Term. The term of this Agreement (the **"Term"**) commences on its execution and will expire on 1 Year from Execution Date (the **"Expiration Date"**). Notwithstanding the foregoing, this Agreement may be terminated by either party hereto, with or without cause, by delivering prior written notice of such early termination to the other party. If so terminated, the Term shall be deemed to expire 60 days after said prior written notice is delivered.

3. Listing Price for Sale. The listing sales price of the Property is $ TBDby Owner.

4. Listing Rent and Terms for Lease. The listing rental and terms of the Property for lease are:
____.

Unless Owner agrees otherwise in a written lease, Owner will pay the following expenses ***[check all applicable boxes]***: ☐ full services provided to tenant; ☐ real estate taxes; ☐ property insurance premiums; ☐ common area maintenance; ☐ maintenance of roof, foundation and structural soundness; ☐ all utilities; ☐ utilities except electricity; or ☐ none (absolute net lease).

5. Professional Service Fee.

a. Owner agrees to pay Broker a professional service fee (the **"Fee"**) as set forth below ***[check all applicable boxes]***:

☒ **(i) Sale. (A)** Six Point Zero percent (6.000 %) of the Sales Price of the Property; or
(B) $__________. The term **"Sales Price"** means the gross sales price of the Property, including the value of any other property given in exchange. Owner shall pay the Fee or cause the Fee to be paid to Broker at the closing of the sale.

☐ **(ii) Lease. (A)**__________percent (_____%) of the aggregate rental provided in the lease (the **"Rental"**); or
(B) $__________
Owner shall pay the Fee or cause the Fee to be paid to Broker:
☐ one-half upon execution of a lease agreement and one-half upon possession of the Property by the Prospect; or
☐ ____________________.
If the Property is leased to a Prospect procured by a Cooperating Broker, then the Fee will be increased to 150% of the amount specified above.

b. The Fee is payable in the county in which the Property is located. Execution by the Owner of a contract or lease on any price, rental or terms other than as listed in this Agreement will not preclude Broker from collecting the Fee based upon the actual price or rental. Owner will pay the Fee upon the sale, exchange, lease or transfer of a legal or equitable interest in the Property (including a contract for deed) to a Prospect during the Term or during the Protection Period. In the event of an exchange of the Property, Broker may receive a professional service fee from each of the parties to the transaction, and the amount of the Fee paid by Owner pursuant to any exchange will be determined by the greater of the listing sales price or the agreed value of the Property as set forth in the exchange agreement. Owner authorizes any title company escrow officer, or any other person handling the closing of any transaction, to pay the Fee directly to Broker out of the proceeds at the closing.

6. Protection Period. As to transactions that close after the Expiration Date, Owner will pay the Fee to Broker upon the closing of a transaction with a Listed Prospect (defined below) if, within 180 days after the Expiration Date (the **"Protection Period"**), Owner: (i) executes a contract of sale or exchange with a Listed Prospect or (ii) otherwise agrees to transfer any legal or equitable interest in the Property to a Listed Prospect. The term **"Listed Prospect"** means a Prospect named on a written list of Prospects with whom Broker has had contact, not to exceed 20 names, delivered to Owner within 10 days after the Expiration Date, provided Broker (or a Cooperating Broker) during the Term: (i) procured the Prospect; (ii) engaged in negotiations with the Prospect; or (iii) showed the Property to the Prospect. If there is a pending agreement to sell or lease the Property (a **"Pending Transaction"**) between Owner and a Prospect, including a contingency contract or an option agreement, and the Pending Transaction has not been closed and funded before the Expiration Date, then this Agreement will remain in effect as to the Pending Transaction until the earlier of: (i) the Pending Transaction closes and the Fee is paid to Broker; or (ii) the Pending Transaction expires or is terminated, and is not renewed or reinstated. The prospective purchaser or tenant in any Pending Transaction will automatically be deemed to be a Listed Prospect, in addition to any that might be set forth on any list of Prospects Broker may deliver to Owner. If Owner enters into a listing agreement with another real estate broker with respect to the Property after the Expiration Date, then Owner shall exclude the Listed Prospects from the other broker's listing agreement during the Protection Period.

7. ~~Lease Renewal, Expansion or Sale.~~

a. ~~Renewal or Expansion.~~ ~~Owner shall pay to Broker an additional professional service Fee covering the full period of any renewal, expansion, or new lease if, pursuant to the terms of any lease executed by Owner and a Prospect for all or part of the Property (the "Lease") the Prospect, or the Prospect's successors or assigns under the Lease: (i) exercises any right to renew the term of the Lease (whether contained in the Lease or in any amendment or other agreement); (ii) enters into a new lease with Owner for all or part of the Property; or (iii) enters into any lease, expansion, renewal or other rental agreement with Owner demising to the Prospect, or the Prospect's successors or assigns, any premises or property located on or constituting any part of any parcel of property owned by Owner adjacent to the Property or in the same building or project as the premises covered by the Lease. The additional Fee will be payable to Broker on the date of possession of the premises or property (or the additional premises or property) by the Prospect, or the Prospect's successors or assigns. The additional Fee will be computed on the same basis as provided in Section 5 above as if a new lease had been made for the additional period of time and/or premises.~~

b. ~~Sale to Tenant.~~ ~~If a tenant who was a Prospect under this Agreement, or a successor or assignee, purchases the Property at any time, whether pursuant to a purchase option contained in the Lease or otherwise, then Owner shall pay to Broker, at the closing of the sale, a professional service fee in cash equal to~~ ____________ ______________________________ ~~percent (~~ ________ ~~%)~~ ~~of the Sales Price.~~

8. Owner's Representations. Owner represents to Broker and agrees as follows:

a. Title. Owner: (i) is the sole fee simple owner of the Property; (ii) is authorized and has the capacity to execute and deliver this Agreement; (iii) has the right and authority to convey good and indefeasible title to the Property; and (iv) has the right and authority to sell and lease the Property.

b. Legal Action. Owner shall notify Broker in writing if any actions are brought, or Owner receives any written notices pertaining to, any foreclosures, lien claims, litigation, or condemnation proceedings with respect to the Property or any part of the Property.

c. **Disclosures.** To Owner's knowledge, other than as disclosed to Broker in writing, the Property: (i) does not have any material latent, structural or construction defects; and (ii) is not contaminated with any toxic or hazardous substance in violation of applicable laws and regulations.

d. **Cooperation.** Owner shall refer all inquiries about the Property to Broker, and Owner shall conduct negotiations with Prospects through Broker.

e. **Indemnity.** Owner shall defend and indemnify Broker, Broker's sales associates and subagents against any liability and expense (including, but not limited to, reasonable attorney's fees) due to: (i) any incomplete, incorrect, misleading or inaccurate information furnished by Owner about the Property; or (ii) concealment by Owner of any material information about the Property.

f. **Expenses.** Owner will promptly pay, or reimburse Broker for, those expenses incurred by Broker on behalf of Owner in advertising and marketing the Property that are specifically authorized by Owner, after receipt by Owner of a written statement of the authorized expenses.

9. **Cooperating Brokers.** Owner authorizes Broker to cooperate with and use the services of Cooperating Brokers and their sales associates from time to time. Broker may share a portion of the Fee with Cooperating Brokers, including Cooperating Brokers who may be acting as agents for Prospects. Owner shall pay the full amount of the Fee to Broker, and Broker may divide the Fee with Cooperating Brokers in proportions determined by Broker.

10. **Broker's Authority.**

a. Broker will use such marketing techniques and devote such time and effort on Owner's behalf as Broker reasonably deems appropriate and necessary to attempt to achieve the timely sale or lease of the Property. Owner gives Broker the exclusive right to place advertising signs on the Property and to remove all other real estate signs. Owner authorizes Broker to list the Property in a computer network.

b. Broker is authorized to enter upon the Property at reasonable times to show the Property to Prospects, Cooperating Brokers, inspectors, agents and contractors.

c. Broker may use the listing information, Sales Price, Rental and terms information for Broker's market evaluation, networking and appraisal purposes, and for disclosing to other persons as Broker may deem desirable, including disclosing the information in a computer network.

11. **Intermediary Relationship. If Exhibit "B", Intermediary Relationship,** is attached to this Agreement, then Owner authorizes Broker to act as an intermediary as set forth in that exhibit.

12. **Miscellaneous.**

a. **Notices.** Any notice under this Agreement must be in writing and will be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) receipt of a facsimile transmission (**"Fax"**) with confirmation of delivery; or (iii) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth below.

☐ Owner also consents to receive any notices by email.

☐ Broker also consents to receive any notices by email.

b. **Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, Broker discloses Broker's right to claim a lien based on this Agreement. Owner will include a provision in any Lease as to which Broker is entitled to a Fee pursuant to this Agreement that confirms the agreement to pay the Fee to Broker.

c. **Limitation of Liability.** Broker's liability for Broker's breach of this Agreement, negligence, or otherwise, is limited to the return of the Fee, if any, paid to Broker pursuant to this Agreement.

d. **Options.** If Owner enters into an option agreement to sell or lease all or part of the Property to a Prospect during the Term or during the Protection Period, and Owner collects payments as consideration for the option, then Owner shall pay to Broker, as option payments are received, a commission (the **"Option Commission"**) in the amount of one-third (1/3) of each option payment as compensation earned by Broker for services rendered under this Agreement. The Option Commission will be non-refundable if the Prospect does not exercise the option, but if the Prospect exercises the option then the sum of the Option Commission paid to Broker will be credited toward Owner's obligation to pay the Fee to Broker upon the sale or lease of the Property.

e. ~~**Transfer of Interest in Owner.** If Owner is a corporation, limited liability company, partnership or other entity, and the Property constitutes substantially all of the assets of Owner, then a transfer of a majority of the stock or other ownership interest in the entity will constitute a sale for purposes of this Agreement, and Owner shall pay the Fee to Broker based upon the value of the consideration given for the ownership interest transferred. This Agreement will continue in force after any such transfer, but the amount of any Fee paid to Broker as a result of any such transfer will be credited to the Fee payable to Broker upon any subsequent sale of the Property.~~

f. **Related Persons.** For purposes of this Agreement, any person or entity related to a Prospect or a Listed Prospect by family or business relationship will also be deemed to be a Prospect or Listed Prospect.

g. **Legal Expenses.** The prevailing party in any legal proceeding brought in relation to this Agreement is entitled to recover from the other party reasonable attorneys' fees, pre-judgment interest as allowed by law, and costs of collection, in addition to the Fee and any other recovery the prevailing party may be entitled to receive.

h. **Severability.** If any provision of this Agreement is found by a court to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed to be deleted from this Agreement, and the remainder of this Agreement will continue to be valid and enforceable.

i. **Binding Effect.** This Agreement is binding upon and for the benefit of the parties to this Agreement and their successors, heirs and permitted assigns. This Agreement may not be assigned by either party without the written consent of the other party. This Agreement cannot be modified or terminated except by a written agreement executed by both parties. Each party acknowledges that they have read this Agreement and have had an opportunity to review it with an attorney of their choice.

j. **Governing Law.** This Agreement will be governed by the laws of the State of Texas.

k. **Description of Property.** If a more accurate description of the Property is set forth in any contract or Lease executed by Owner and any Prospect, or in any survey prepared pursuant to any contract or Lease, then the more accurate description will be deemed to be incorporated in this Agreement as the description of the Property.

l. **Information About Brokerage Services.** Owner acknowledges receipt of the Information About Brokerage Services form attached to this Agreement as **Exhibit "C"**.

m. **Disclosure Notice.** If a completed Disclosure Notice is attached to this Agreement as **Exhibit "D"**, then Owner has made a statement of the condition of the Property, to the best of Owner's knowledge, as set forth on the attached **Exhibit "D"**.

n. **Exhibits.** Any exhibits and addenda attached to this Agreement are incorporated as a part of this Agreement:

Exhibit "A" - Survey and/or Legal Description
Exhibit "B" - Intermediary Relationship Authorized
Exhibit "C" - Information About Brokerage Services
Exhibit "D" - Disclosure Notice

13. Special Provisions.

This Agreement is effective on the last date beneath the signatures below.

OWNER:
Anna Economic Development Corporation
Anna Community Development Corporation

By [*Signature*]:

Printed Name: Anthony Richardson

Title: Board President

Address: 111 N Powell Pkwy

Anna, TX 75409

Phone:

Fax:

Date: 4-22-19

BROKER:

Carey Cox Company

By [*Signature*]: David Cox

Printed Name: David Cox

Title: Principal

Address: 321 N. Central Expressway, Suite 370

McKinney, TX 75070

Telephone: (972)562-8003

Fax: (972)562-0594

Date: 4/22/19

Carey Cox Company

EXHIBIT "A"

SURVEY AND/OR LEGAL DESCRIPTION

Abs A0033 D E W Babb Survey, Sheet 2, Tract 178, 85.571 Acres

Carey Cox Company

EXHIBIT "B"

INTERMEDIARY RELATIONSHIP AUTHORIZED

a. **Authorization.** Owner authorizes Broker to show the Property to Prospects represented by Broker. If any Prospect represented by Broker wishes to purchase or lease the Property, Owner authorizes Broker to act as an intermediary between Owner and the Prospect, and to assist both Owner and the Prospect in negotiations for the sale or lease of the Property. In that event, Broker's compensation will be paid by Owner in accordance with the terms of this Agreement, and Broker may also be paid a fee by the Prospect. **A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:**

(i) disclose to the buyer or tenant that the seller or landlord will accept a price less than the asking price, unless otherwise instructed in a separate writing by the seller or landlord;

(ii) disclose to the seller or landlord that the buyer or tenant will pay a price greater than the price submitted in a written offer to the seller or landlord, unless otherwise instructed in a separate writing by the buyer or tenant;

(iii) disclose any confidential information, or any information a party specifically instructs the real estate broker in writing not to disclose, unless:

(a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;
(b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or
(c) the information materially relates to the condition of the Property;

(iv) treat a party to the transaction dishonestly; or

(v) violate the Texas Real Estate License Act.

b. **Appointments.** Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

OWNER

Anthony Richardson, Board President

Anna Economic Development Corporation
Anna Community Development Corporation

EXHIBIT C

11-2-2015

EQUAL HOUSING OPPORTUNITY

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Name	License No.	Email	Phone
Carey Cox Company Licensed Broker /Broker Firm Name or Primary Assumed Business Name	385233	bcox@careycoxcompany.com	972-562-8003
William "Bill" Cox Designated Broker of Firm	341788	bcox@careycoxcompany.com	972-562-8003
David Cox Licensed Supervisor of Sales Agent/ Associate	472928	dcox@careycoxcompany.com	972-562-8003
David Cox Sales Agent/Associate's Name	472928	dcox@careycoxcompany.com	972-562-8003

Buyer/Tenant/Seller/Landlord Initials ____________ ____________ Date ____________

Carey Cox Company

EXHIBIT "D"

DISCLOSURE NOTICE

This Disclosure Notice (this **"Notice"**) is a statement by Owner of the condition of the Property made as of the date of this Notice. This is is not a substitute for any inspections any tenant or purchaser may make or for warranties that may be made by others. **To best of Owner's knowledge**, other than disclosed by Owner in this Notice: (1) the Property does not have any material latent, structural, or construction defects; (2) the Property is not contaminated with Hazardous Materials in violation of applicable laws and regulations; (3) none of the improvements on the Property has been constructed of materials known to be a potential health hazard to occupants of the Property; and (4) the following information is true and correct in all material respects, and Owner has included any material fact concerning the Property of which Owner is aware. **These representations are not warranties or guarantees by Owner.** Owner authorizes the Brokers to disclose to any tenant or purchaser all information about the condition of the Property whether disclosed to the Brokers by Owner orally or in writing (by this Notice or otherwise), or otherwise discovered. Owner shall advise any tenant or purchaser and the Brokers of any other material fact or condition, not reported here, that may arise or become known to Owner before the Closing. These representations are made by Owner only and are not representations of the Brokers. Owner acknowledges that any tenant or purchaser and the Brokers will be relying upon the accuracy and completeness of this information.

Please answer all questions. If the answer to any question is "Yes," explain on a separate sheet.

	N/A	YES	NO	UNKNOWN
1. Buildings and Improvements. Are there any defects or repairs needed to the following?				
a. Roof, parapets, flashing, penetrations, chimneys, skylights				
b. Air conditioning, refrigeration, heating, ventilating systems, air ducting, fans				
c. Foundation piers, slabs, grade beams, footings, retaining walls				
d. Floors, interiors, floor coverings, ceilings, millwork, partitions				
e. Exterior walls, curtain walls, weather proofing, caulking				
f. Structural components, columns, trusses, beams, bracing				
g. Electrical systems, wiring, lighting, fixtures and equipment				
h. Plumbing systems, piping, drains, valves, fixtures and equipment				
i. Elevators, escalators, overhead doors, other built-in mechanical equipment				
j. Windows, doors, plate glass, canopies, other architectural features				
k. Parking areas, driveways, steps, walks, curbs and other pavements				
l. Landscaping, irrigation systems, embankments, fences, signs				
2. Hazardous Materials. Have there been any Hazardous Materials: a. Released or deposited on or under or about the Property, or leaking on or from the Property?				
b. Used in the construction of the improvements or in finishing materials?				
c. Released or deposited on or leaking from other properties contiguous to the Property?				
3. Subsurface Conditions. a. Are there any material soil, geological, groundwater, or foundation problems?				
b. Are there underground storage tanks or leaking pipes on the Property?				
c. Is the Property situated in a wetland or over a garbage dump or waste landfill?				

	N/A	YES	NO	UNKNOWN
4. Special Conditions.				
a. Are there any public or private easements or agreements for utilities or access?		✓		
b. Is the property flood prone or located in a 100-year flood plain?			✓	
c. Are there any violations of building codes, zoning ordinances, EPA regulations, OSHA regulations, or Texas Commission on Environmental Quality rules?			✓	
d. Are there any violations of Deed Restrictions covering the Property?			✓	
e. Are there any threatened condemnations by public authorities or utility companies, including planned streets, highways, railroads, utilities, or development projects?			✓	
f. Is the Property located in a historical district or planned development district?		✓		
g. Is the Property in any special zoning district or under a specific use permit?			✓	
h. Are there any pending changes in zoning or in the physical condition of the Property?			✓	
i. Is the Property subject to membership in a property owners' association or dues?			✓	

5. **Utilities Present.** (***Strike*** *those* ***not*** *on the Property*): City Water; Sanitary Sewer; Storm ~~Drainage~~; Natural Gas; Electricity.

OWNER:

Anna Economic Development Corporation; Anna Community Development Corporation

By: ______________________________

Anthony Richardson, Board President

Date: ______________________________

Item No. 5.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Consider/Discussion/Action on electing a President. (EDC and CDC)

SUMMARY:
With the departure of Board President Anthony Richardson, a new election is needed.

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 5.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Consider/Discuss/Action on electing a Vice-President. (EDC and CDC)

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

THE CITY OF Anna CDC
GROUNDBREAKING POSSIBILITIES

THE CITY OF Anna EDC
GROUNDBREAKING POSSIBILITIES

Item No. 5.d.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Consider/Discuss/Action on a Resolution terminating Covenants, Conditions, and Restrictions (CCRs) for Anna Business Park. (CDC)

SUMMARY:
Because the EDC/CDC is selling the Anna Business Park, staff recommends that CCRs from 2017 be released and terminated. The City Council will be considering entering into a Development Agreement that outlines building standards. Also, the current zoning outlines other standards and requirements for the land.

STAFF RECOMMENDATION:
Approve.

ATTACHMENTS:
1. CDC Res Terminating CCR's C08009D20220316CR1

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. __________

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION ADOPTING AND AUTHORIZING EXECUTION OF THE TERMINATION AND RELEASE OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNA BUSINESS PARK

WHEREAS, on or about April 6, 2017, the Anna Community Development Corporation (the "CDC") adopted Resolution No. 2017-04-06 (CDC) authorizing the execution and recordation of that certain Declaration of Covenants, Conditions and Restrictions for Anna Business Park (the "Declaration"); and

WHEREAS, on or about July 13, 2017, the Declaration was recorded in the Official Public Records of Collin County, Texas under Instrument No. 20170713000921490; and

WHEREAS, the CDC Board of Directors desires to terminate and release the Declaration by adopting the Termination and Release of Declaration of Covenants, Conditions and Restrictions for Anna Business Park (the "Termination") attached hereto as Exhibit 1;

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

Section 1. Recitals Incorporated

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

Section 2. Authority to Execute Financing Agreement

The Board of Directors of the Anna Community Development Corporation hereby adopts the Termination and authorizes the Vice President to execute the Termination on behalf of the CDC and to record or cause to be recorded the Termination in the Official Public Records of Collin County, Texas; provided, however, that said authorization shall not be effective unless and until the City of Anna, Texas and PC5 Properties, LLC enter into a development agreement regarding the development of 81.893± acres of real property within the Anna Business Park and approval as to the form of same by the City's legal counsel.

PASSED AND APPROVED by the Board of Directors of the Anna Community Development Corporation this 7th day of April 2022.

APPROVED:	ATTEST:
______________________________	______________________________
Bruce Norwood, Vice President	Rocio Gonzalez, Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _________________ 2022 by Rocio Gonzales in her capacity as Secretary of the Board of Directors of the Anna Community Development Corporation, a Texas Type B development corporation, who swore upon her oath that this instrument was duly adopted by the Board of Directors of said corporation on April 7, 2022.

____
Rocio Gonzales,
Secretary of Board of Directors
Anna Community Development Corporation

____
Carrie L. Land
Texas Notary Public

Notary Seal

EXHIBIT 1

TERMINATION AND RELEASE OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNA BUSINESS PARK

This **TERMINATION AND RELEASE OF DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNA BUSINESS PARK** (this "***Termination***") is made by **ANNA ECONOMIC DEVELOPMENT CORPORATION** and **ANNA COMMUNITY DEVELOPMENT CORPORATION** (collectively, "***Declarants"***). Terms used but not otherwise defined herein shall have the same meaning given to such terms in the Declaration (as defined below).

WITNESSETH:

WHEREAS, on July 13, 2017, Declarants executed and recorded or caused to be recorded in the Official Public Records of Collin County, Texas that certain Declaration of Covenants, Conditions, and Restrictions for Anna Business Park along with Declarant's respective resolutions adopting same (collectively, the "Declaration"); and

WHEREAS, a copy of the Declaration, recorded under Instrument No. 20170713000921490, is attached hereto as Exhibit A; and

WHEREAS, Declarants are the sole owners of the real property defined as "Property" in the Declaration; and

WHEREAS, Declarants now wish to terminate the Declaration and release and surrender each and every covenant, condition, and restriction, and other right and benefit that may have been created by or may arise under the Declaration;

NOW, THEREFORE, Declarants hereby terminate and release the Declaration as follows:

1. Authority. Declarants represent that they have full power, authority and capacity to make this Termination and that they have not sold, assigned or otherwise transferred, or pledged or otherwise hypothecated, any of the interests, rights or benefits that they previously had, now have or may ever become entitled to under or with respect to the Declaration.

2. Termination and Release. Declarants hereby declare the Declaration terminated and of no further force or effect, and release, relinquish, surrender, terminate and forever discharge each and every right, claim, damage, obligation, benefit, encumbrance, suit, debt, sum of money, account, reckoning, covenant, contract, promise, demand, cause of action, and right of process or lawsuit, at law or in equity, contingent or otherwise, to which they have been, are now or may ever become entitled under or with respect to the Declaration. This Termination is made for the benefit of any and all of Declarant's successor and assigns and any and all future owners of all or any part of the Property and their respective successors, assigns, representatives, officers, directors, attorneys, employees, shareholders and

principals, and all other persons and/or entities who now have or may hereafter acquire any interest in the Property.

3. Termination Binding. This Termination Agreement shall bind each Declarant and their respective heirs, executors, personal representatives, successors and assigns, and shall enure to the benefit of any and all persons now or hereafter having an interest in the Property, and their respective heirs, executors, personal representatives, successors and assigns.

[Signature Page to Follow]

IT WITNESS WHEREOF, the undersigned Declarants have executed this Termination as of the dates set forth below.

DECLARANTS:

Anna Economic Development Corporation,
a Type A Development Corporation

By:_______________________________
Bruce Norwood, its Vice President

This instrument was acknowledged before me on the ____ day of _________________ 2022 by Bruce Norwood in his capacity as Vice President of the Board of Directors of the Anna Community Development Corporation, a Texas Type A development corporation.

____
Carrie L. Land
Texas Notary Public

Notary Seal

Anna Community Development Corporation,
a Type B Development Corporation

By:_______________________________
Bruce Norwood, its Vice President

This instrument was acknowledged before me on the ____ day of _________________ 2022 by Bruce Norwood in his capacity as Vice President of the Board of Directors of the Anna Community Development Corporation, a Texas Type B development corporation.

____
Carrie L. Land
Texas Notary Public

Notary Seal

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2017-04-06 (CDC)

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION AUTHORIZING THE ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CCR's) FOR THE ANNA BUSINESS PARK PROPERTY

WHEREAS, the Anna Community Development Corporation (the "CDC") has purchased property; and

WHEREAS, the CDC has determined that adopting CCR's is in the best interests of the CDC and will protect the value and desirability of the business park property.

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

Section 1. **Recitals Incorporated**

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

Section 2. Authority to Execute Financing Agreement

The Board of Directors of the Anna Community Development Corporation ("Board") authorizes the Chief Administrative Officer to execute, on behalf of the CDC, and subject to approval of the form and content by the CDC's legal counsel, the attached Exhibit A, the CCR's, along with any associated documents (collectively, the "CCR's") necessary to implement and finalize the property restrictions stated in Exhibit A. The Board further authorizes the Chief Administrative Officer to record the CCR's in the Collin County Clerk's Property Records.

PASSED AND APPROVED by the Anna Community Development Corporation this 6th day of April, 2017.

APPROVED:

Nathan Pike
CDC President

ATTEST:

Lauretta Blacketer
Lauretta Blacketer
CDC Secretary

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2017-05-12 EDC

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CCR's) FOR THE ANNA BUSINESS PARK PROPERTY

WHEREAS, the Anna Economic Development Corporation (the "EDC") has purchased property; and

WHEREAS, the EDC has determined that adopting CCR's is in the best interests of the EDC and will protect the value and desirability of the business park property.

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

Section 1. **Recitals Incorporated**

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

Section 2. Authority to Execute Financing Agreement

The Board of Directors of the Anna Economic Development Corporation ("Board") authorizes the Chief Administrative Officer to execute, on behalf of the EDC, and subject to approval of the form and content by the EDC's legal counsel, the attached Exhibit A, the CCR's, along with any associated documents (collectively, the "CCR's") necessary to implement and finalize the property restrictions stated in Exhibit A. The Board further authorizes the Chief Administrative Officer to record the CCR's in the Collin County Clerk's Property Records.

PASSED AND APPROVED by the Anna Economic Development Corporation this 4th day of May, 2017.

APPROVED:	ATTEST:
Constance A. Stump	Lauretta Blacketer
Connie Stump	Lauretta Blacketer
EDC President	EDC Secretary

Exhibit A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNA BUSINESS PARK

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") for the Anna Business Park (the "Property") is made on the date hereinafter set forth by the Anna Economic Development Corporation, a Texas Type A development corporation, and the Anna Community Development Corporation, a Texas Type B development corporation (collectively "Declarant"), for the purposes of insuring proper use and appropriate development and improvements of the Property.

RECITALS

WHEREAS, certain capitalized words and phrases are defined in Article 2 of this Declaration; and

WHEREAS, Declarant is the owner of all of that certain real property located in Collin County, Texas (the "Property") and described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Declarant seeks to sell the Property or parts thereof for commercial, office, industrial, and manufacturing uses, subject to the covenants, conditions and restrictions hereinafter set forth, which shall run with the Property and shall be binding on Declarant and its successors having or acquiring any right, title or interest in the Property or any part thereof, the grantees of the Declarant and their lessees and successors and shall inure to the benefit of Declarant and each owner thereof; and

WHEREAS, Declarant deems it to be in the best interest to provide for the preservation of property values in the Anna Business Park and the maintenance and improvement of certain landscaped areas, screening devices and drainage facilities, signage, and common areas, and to enforce these restrictions, to collect and disburse the assessments and charges hereinafter created and to perform all other functions as set forth in this Declaration; and

WHEREAS, Declarant has theretofore caused the Anna Business Park Association (the "Association") to be incorporated as a non-profit corporation according to the laws of the State of Texas for the purposes of exercising the functions set forth in this Declaration; and

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions, charges and liens hereinafter set forth.

ARTICLE 1.
GENERAL PURPOSES OF COVENANTS, CONDITIONS AND RESTRICTIONS

A. The Property is subject to the covenants, conditions, restrictions and responsibilities hereinafter set forth to insure proper use, appropriate development and improvements, and provide future maintenance of all Areas to be Maintained and other common areas so as to:

1. Establish an environment which will meet both the present and projected needs of the occupants of the premises and the inhabitants of the surrounding community;

2. Insure proper uses and development of the Property and of individual building sites;

3. Promote land development and usage that will not create excessive noise, glare, smoke, fumes or unsightly accumulation of equipment, goods or materials;

4. Insure the proper use of the land for the long-term benefit of the owners and tenants of the Property and the surrounding community;

5. Promote harmonious development of the various sites located within and adjacent to the Property; and

6. Insure the long-term maintenance of common areas, landscaping and drainage facilities so as to prevent deterioration and maintain the functionality of such areas.

ARTICLE 2
DEFINITIONS

A. Areas to be Maintained – shall mean and refer to the medians in public street rights-of-way, including entry signs for the Property and any flags and flagpoles and associated lighting; drainage retention or detention ponds and other facilities and features specifically designed to capture and direct storm water runoff from multiple tracts; and any other property, sign or feature designed to contribute to the collective appearance and proper functioning of the Anna Business Park.

B. Association – shall mean and refer to the Anna Business Park Property Owners Association, its successors and assigns.

C. Board – the elected Board of Directors for the Association, which shall always include a minimum of two representatives of the Declarant.

D. Declarant – shall mean and refer to the Anna Economic Development Corporation and the Anna Community Development Corporation, and their respective successors and assigns; provided, however, that should the Anna Economic Development Corporation or the Anna Community Development Corporation be dissolved or otherwise terminate then "Declarant" shall mean any existing entity described in this paragraph and also include a municipal development district if one is established by or in the City of Anna.

E. Design Review Committee – shall mean and refer to the committee described in Article 10 of this Declaration.

F. Lot – shall mean and refer to any plot or tract of land shown upon any recorded plat of the Property.

G. Member – shall mean and refer to every person or entity who holds membership in the Association.

H. Owner – shall mean and refer to the owners of record, whether one or more persons or entities, of title to any Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

I. Property – shall mean and refer to the real property located at the northeast corner of the Collin County Outer Loop and State Highway 5 and owned by the Anna Economic and Community Development Corporations and illustrated in Exhibit "A" attached.

ARTICLE 3
PERMITTED AND PROHIBITED USES AND STRUCTURES

A. The Property is intended to be developed and used as a business park primarily with office, commercial, industrial and manufacturing uses. All portions of the Property shall be used in accordance with the zoning duly adopted for the Property by the City Council of the City of Anna, Texas, as it exists today and as it may be amended. In addition, the following uses are prohibited:

1. Residential Uses, unless allowed by the Declarant as a caretaker's or guard's residence.
2. Automotive Sales, including auctions.
3. Automobile Repair, including paint and body repair.
4. Any use which is determined by the Declarant to be objectionable by reason of excessive noise, dust, smoke, fumes, odors, vibrations, glare, vermin, liquid or solid wastes; except that activities required in the public interest or for public services will not be restricted by this limitation.
5. Uses which will result in unsafe or hazardous conditions including without limitation toxic or noxious matters, fire and explosion hazards or radiation hazards.
6. Portable buildings, office trailers and similar temporary structures, unless erected and used for non-residential purposes by contractors performing construction of improvements on the Property.

ARTICLE 4
DEVELOPMENT STANDARDS

A. These standards are intended to promote attractive design and appearance of the buildings and the landscaped grounds and Areas to be Maintained and other common areas of the Property. The Design Review Committee (as defined in Article 11) shall have the power to enforce strict compliance with these development standards, taking into consideration the aesthetic appearance, consistency of design and appropriate use of materials and plantings.

1. Unless specifically permitted by the Design Review Committee in writing, each Lot and all structures shall be oriented to and gain access from the internal street(s) within the Property and no Lot or structure shall face and gain access from the Collin County Outer Loop and Foster Crossing Road (County Road 421).
2. Each building should be designed to complement the general architectural character of the Property in the use of materials, color, and scale.
3. Unless specifically permitted by the Design Review Committee in writing, with the exception of window and door glazing, 100% of all building facades shall consist of brick, stone, split face block tilt wall panels or precast concrete.
4. Precast concrete or tilt wall panels shall not have an exposed aggregate stone or pebble texture. Precast panels on all sides of the building shall be scored or seamed to provide visual interest and a repeating pattern.

5. Metal exterior walls are prohibited. Metal panels may be used only as architectural accents, awnings and canopies.
6. Buildings shall be articulated at all entrances facing streets by a minimum of two offsets (façade articulations that extend outward from the building must be set back at some point in a corresponding manner) in the façade of a minimum four (4) feet in depth. Each offset shall extend a minimum of 20 feet in length. The elements used for articulation must extend to the parapet of the building.
7. Building entrances shall be covered by an awning or canopy.
8. Windows and/or glass accents shall not exceed 20% reflectivity. However, the use of tinted, inward facing mirrored glass that helps to achieve energy efficient design is encouraged.
9. Windows, doors, eaves, parapets, soffits, overhangs, canopies and awnings should be used to provide variety to the building façade.
10. Rooftop and ground mounted mechanical units, generators and HVAC equipment must be screened from view from any adjacent street by a screen or parapet that extends the full height of the equipment.
11. Parking structures shall maintain compatible architectural features and façade materials shall be complementary in color and design with the main building.

ARTICLE 5
PARKING AND LOADING AREAS

A. A sufficient number of off-street parking spaces shall be provided to minimize parking by employees and visitors on public streets, and parking areas shall be designed in a manner as to provide for easy and safe access in and out of the various developed tracts within the Property.
B. The use of buildings and properties for every day or special event activities that exceed the parking capacity shall be prohibited.
C. Parking shall not be allowed on grass or unpaved surfaces. However, semi-permeable "green parking" turf block or similar materials may be permitted if approved by the Design Review Committee.
D. A minimum six (6) foot wide sidewalk shall be provided where parking spaces are designed to overhang the sidewalk.
E. The design and orientation of building(s) shall minimize the exposure of loading and trash collection areas from adjacent streets and properties. No loading spaces or dock doors shall face streets.
F. Overnight trailer and shipping container storage is prohibited unless being actively loaded or unloaded. Only two (2) trailers or shipping containers may be stacked during loading and unloading.
G. Loading areas shall be screened by a solid masonry, tilt wall or split face block wall a minimum ten (10) feet in height, or a solid landscape screen of irrigated shrubs with a minimum height of six (6) feet at planting but which will achieve a height of ten (10) feet within three to five years of planting if approved by the City of Anna.
H. All publicly accessible areas shall be designed and constructed in accordance with applicable laws related to accessibility for the disabled.

ARTICLE 6
LANDSCAPING AND SCREENING

A. A minimum six (6) foot tall perimeter screening wall or fence shall be constructed by the developer of each tract within the Property that abuts the Collin County Outer Loop and transmission line on the south and Foster Crossing Road on the north. The wall or fence shall be constructed of thin wall brick or precast concrete panels or steel/rod iron material with substantial pier construction and the color and masonry detailing of each section(s) of the wall or fence shall be as approved by the Design Review Committee. Walls shall be topped with a concrete or stone cap. The wall or fence shall be set back a minimum of thirty (30) feet from the northern edge of the transmission line easement or the southern right-of-way line of Foster Crossing Road. A five (5) foot offset shall be provided in the wall for the length of two panels at a rate of one offset every forty (40) feet or as determined by the Design Review Committee. A five (5) foot wide maintenance easement shall be dedicated on both sides of the screening wall or fence to provide space for future maintenance, repair and replacement of the screening structure

B. The thirty (30) foot wide setback shall be maintained as a landscaped edge, with a one (1) minimum three (3) inch caliper tree planted per forty (40) linear feet. Trees may be grouped or clustered to enhance the landscaped design. Tree species used shall be red oak, burr oak, cedar elm or Chinese pistache; however, the Design Review Committee may approve the use of alternative tree species.
C. Landscaping for each developed Lot within the Property shall be provided in compliance with all applicable landscaping standards and regulations adopted by the City of Anna.
D. Landscaped areas within parking areas shall be contained by a six (6) inch tall curb, unless the landscaped area is part of an onsite drainage system approved by the City of Anna.
E. Landscaping shall be used to enhance entrance and exit driveways to each Lot or tract within the Property.
F. If used, berms shall not exceed thirty-six (36) inches in height, have a maximum slope of 3:1 and shall vary in height and be contoured rather than installed in a straight line.
G. An automatic irrigation system shall be provided for all landscaped areas and shall be designed in a manner to conserve water and to prevent excessive spray and runoff onto paved surfaces. Rain sensors shall be required for all irrigation systems.
H. All landscaping shall be properly maintained at all times. Dead or dying plant materials shall be removed and replaced in an expeditious manner. Trees and other plants that become overgrown shall be pruned to maintain visibility and access for vehicles and pedestrians and to maintain healthy plantings.
I. Appropriate plant materials shall be chosen and installed in a manner designed to promote water conservation and the use of native plants.
J. Landscaping shall not interfere with visibility requirements adopted by the City of Anna at street and driveway intersections or create visibility problems within parking lots.
K. Appropriate turf, gravel or other materials shall be maintained at all times for drainage swales, rain gardens, retention and detention ponds and other on-site drainage facilities.

ARTICLE 7
OUTDOOR STORAGE

A. Daily operations of businesses located on the Property shall be fully enclosed, except that tanks containing gases or other materials used in a manufacturing process may be installed outside in accordance with building and fire codes.
B. Outdoor storage of good, materials and equipment shall be limited to display of new equipment for sale or lease.
C. All outdoor storage shall be screened with a minimum eight (8) foot tall masonry or precast concrete screening wall.

ARTICLE 8
SIGNAGE

A. Signage on buildings and individual tracts within the Property shall comply with the City of Anna Sign Ordinance and any other applicable City of Anna regulations related to signs.
B. The following types of signage are prohibited:
   1. Pole signs
   2. Window signs, with the exception of "open" signs.
   3. Lights outlining the windows or buildings
   4. Signs that flash, blink, or revolve
   5. Roof signs
   6. Temporary bandit signs
C. Other special sign requirements:
   1. Digital signage is allowed if the message changes only once every 8 seconds and is a static image that does not flash, move or scroll.
   2. Digital signs must be equipped with an automatic dimmer that adjusts the brightness of the display based on ambient light conditions (cloudy vs. sunny or day vs. night).
   3. Delivery trucks or other vehicles that are have signage advertising a business within the Property shall not be parked on the outer edges of parking lots adjacent to public streets.

ARTICLE 9
ILLUMINATION

A. Lighting of all parking areas and buildings shall be in accordance with City of Anna codes and shall be in keeping with the specific function and building type served.
B. All parking lots and loading areas must be illuminated by light standards and/or wall-mounted light fixtures.
C. All lighting shall be shielded and directed to not cause unnecessary glare or light intrusion into a public street or adjacent property.

ARTICLE 10
DESIGN REVIEW COMMITTEE

A. There shall be established a Design Review Committee (the "Committee"), which shall initially consist of Declarant and Declarant's Chief Administrative Officer. At a time to be determined solely by the Committee, the Committee membership shall be modified to consist of the following members:

   1. One (1) representative selected to serve on behalf of the Owner(s);
   2. Three (3) representatives of the Declarant;
   3. The Chief Administrative Officer of Declarant.

B. As more individual tracts are sold within the Property, additional property owner representatives shall join the Committee, at times determined by the Committee, replacing a certain number of representatives of the Declarant to ultimately form the composition of the Committee as follows:

   1. Three (3) representatives selected to serve on behalf of the Owners;
   2. Two (2) representatives of Declarant;

3. The Chief Administrative Officer of Declarant.

C. Committee Function – No improvement shall be erected, constructed, placed, or altered on any portion of the Property until plans and specifications in such form and detail as the Committee may specify have been submitted to and approved in writing by the Committee. A four-fifths (4/5) majority vote is required to approve plans and specifications.

D. The decision of the Committee shall be final and binding upon the applicant. This review and approval process by the Committee and/or its agent is to ensure conformity with the covenants, conditions and restrictions of this Declaration, compliance with the general aesthetic quality of the development, consistency of materials used and compatibility of uses. The Committee, by its approval of such plans and specifications, is not responsible for the adequacy of structural or mechanical engineering design or specifications or the improvements constructed on the Property.

E. Plan and Building Design Submittal – Prior to the submittal of any plan, plat or other development application to the City of Anna, a preliminary design package shall be submitted to the Committee. The package shall consist of a site plan, building elevations with material descriptions, colors and samples of the exterior building materials, and a landscaping plan. Plans meeting the City of Anna's requirements shall be sufficient for Committee review; however, the Committee reserves the right to require stricter standards and additional information and detail for any aspect of the proposed development.

ARTICLE 11
MAINTENANCE

A. Duty to Maintain – Owners and occupants (including without limitation lessees) of any tract or Lot or portion of the Property thereof shall jointly and severally have the duty and responsibility to keep buildings, improvements, grounds, landscaping and drainage easements in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

1. Keeping parking areas, fire lanes, approaches and driveways in good repair;
2. Striping parking areas and fire lanes and repainting on a regular schedule;
3. Promptly removing litter, trash, refuse and waste;
4. Insuring that all trash receptacles and compactors and surrounding areas are kept clean and uncluttered;
5. Keeping all exterior lighting and mechanical facilities in working order;
6. Replacing landscape materials and repairing irrigation systems in a timely manner; and
7. Keep all vacant lots litter free and mowed in compliance with City of Anna property standards.
8. Maintaining both sides of the perimeter screening walls on the individual lot (as applicable.)

B. Enforcement of Maintenance Duties – The Association may give an Owner written notice of neglect or failure of maintenance duties, and the Owner must within 10 days after receiving such notice perform the obligation or duty required. Should any Owner fail to fulfill this obligation or duty within such period, the Association through its authorized agents shall have the right and power to enter onto the premises and perform such obligation or duty without liability for damages for wrongful entry, trespass, or otherwise to any person or property. Each Owner of any tract or Lot on which work is performed shall be liable for the cost of such work (including the Association's reasonable administrative expenses) and shall promptly reimburse the Association within 10 days after receipt of a statement or invoice. Failure to reimburse the Association shall constitute a lien against the tract or Lot on which work was performed.

C. Property Manager – The Association may enter into an agreement with a third-party property management contractor to provide management services including without limitation common area maintenance and repairs, landscape maintenance and irrigation repairs, maintenance of business park entry features, removal of trash and debris, and monitoring of the Property for Owner compliance with this Declaration, and performance of related administrative functions. The Association may maintain requirements for liability insurance, monthly financial reports and other documentation from the contractor(s) as a condition of any contract for service.

D. Areas to be Maintained – For purposes of this Declaration, "Areas to be Maintained" shall include medians in public street rights-of-way, including entry signs for the Property and any flags and flagpoles and associated lighting; drainage retention or detention ponds, raingardens, swales or other facilities and features that capture and direct storm water runoff from multiple tracts; and any other property, sign or feature designed to contribute to the collective appearance and proper functioning of the Anna Business Park. "Areas to be Maintained" shall be maintained by the Association and funded by an annual assessment or special assessments, paid by the Owners, as described in Article 12 below.

ARTICLE 12
ASSESSMENTS

A. Covenants for Assessments – Each Owner and each subsequent Owner of the Property or any portion of the Property, by acceptance of a deed thereof or other instrument or event of ownership transfer, whether or not it shall be so expressed in such deed, instrument or event, shall be deemed to covenant and agree to pay the Association (i) annual assessments or charges and (ii) special assessments for improvement or maintenance of the Areas to be Maintained and other common areas to be fixed, established and collected from time to time as provided herein. Assessments, together with such interest and costs of collection, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which the assessment is made. Each such assessment, together with interest costs and reasonable attorneys' fees and related expenses, shall also constitute a personal obligation of the person or entity that was the record owner of such Lot at the time of assessment. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

B. Purpose of Assessments – The assessments provided for herein shall be levied, collected and administered by the Association and shall be used exclusively for the improvement and maintenance of the Areas to be Maintained, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs (including reasonable reserves) for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Declarant or the Board of Directors of the Association, if established; legal and accounting fees, and any fees for management services incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property's reasonable replacement reserves and the costs of other facilities and services including maintenance thereof, and other charges required or contemplated by this Declaration and/or that which the Declarant or a Board of Directors of the Association, if established, shall determine to be necessary to meet the primary purpose of the Association. All sums received by the Association pursuant to the annual or special assessments shall be segregated by the Association from its general funds if applicable, and held in trust for the benefit of the Owners and for the purposes and uses designated herein. The Association or property management company, if engaged, shall maintain appropriate records of all expenditures of funds and all assessments with regard to the Areas to be Maintained and other common areas, which records shall be open for inspection by any Owner during normal business hours upon reasonable notices and at said Owner's cost and expense.

C. Annual Assessment – The Association shall establish the amount of each calendar year's annual assessment based on the projected financial needs for upkeep and maintenance of the Areas to be Maintained and any other common area and other appropriate expenditures for that calendar year. The Association's review and determination shall be final and binding on all Owners unless disapproved by a vote of 60% of the Association members who are voting. The voting may be done in person or by proxy at a meeting duly called for such purpose within ninety (90) days after notice of such increased limit. Written notice of the meeting shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

D. Special Assessments – In addition to any annual assessments, the Association may at any time levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Common Area feature or a capital improvement within the Areas to be Maintained. This shall include the necessary fixtures and personal property related thereto; provided that any such special assessment shall not become effective if disapproved by a vote of 60% of the Association members who are voting. The voting may be done in person or by proxy at a meeting duly called for such purpose within ninety (90) days after the notice of the special assessment. A written notice of the meeting shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. In addition, the Association may levy a special assessment not to exceed the cost of remediation against any Lot or Owner to remedy any violation of this Declaration.

E. Due Date and Payment of Assessments – The obligation to pay annual assessments shall commence as to all Lots on the first day of the month following the date on which the Association shall fix the amount of the annual assessment against each Lot, or a later date if the Association provides written notice thereof. For purposes of assessment, "Lot" shall exclude any property owned by the Declarant. Written notice shall be sent to every Owner subject thereto. Annual assessments shall be due and payable on an annual basis unless otherwise designated by the Association. The due date of any special assessment shall be as determined by the Association in the notice of special assessment sent to the Owners.

F. Payment - All payments of the Assessments shall be made to the Association at its principal place of business within Collin County, Texas or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has a dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

G. Apportionment of Assessment – Any annual or special assessment shall be allocated pro rata among the Owners in accordance with the amount of acreage owned. An Owner's share of the assessment shall be determined by multiplying the total amount of the assessment by a fraction having as its numerator the acreage owned by the Owner within the Property and having as its denominator the total acreage located within the Property.

H. Owner's Personal Obligation for Payment of Assessments – The annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessments. No Owner is exempt from personal liability for such assessments. In the event of default in the payment of any such assessment, the Owner shall be obligated to pay interest at a rate equal to three percent (3%) over the prime interest rate on the amount of the assessment, from the due date until paid, but not to exceed the maximum rate of interest that the Association may lawfully charge. In addition, the Owner shall pay all costs and expenses of collection, including reasonable attorney's fees and related expenses. The Association shall have the right to bring suit against the Owner to recover a money judgment for these amounts without foreclosing or waiving the liens securing the same.

I. Effect of Non-Payment of Assessments; Remedies of the Association – Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the due date (with no notice required to be given) until paid, at the interest rate and under the terms noted in Section G. above. The Association may, at its option, bring an action by law against the Owner personally obligated to pay the same or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided herein. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fees and related expenses, together with the costs of action. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees and related expenses shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments. Failure to enforce any Assessment for any period of time shall not be deemed to be a waiver of the right to enforce that Assessment or any other Assessment.

J. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot and a copy thereof is recorded by the Association in the office of the Collin County Clerk; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the maximum legal rate, plus reasonable attorney's fees and related expenses and other expenses of collection in connection with the debt secured by said lien) and the name and address of the Association.

K. Any such sale provided for above is to be conducted in accordance with the applicable provisions governing the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the

Association a power of sale as set forth in said Section 51.002 of the Property Code in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

L. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the lien and the release. The Assessment lien and the right to foreclosure and sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as provided above.

M. Subordination of Lien to First Mortgages – The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any Lot. The sale or transfer of any lot shall not affect the Assessment lien. However, the sale or transfer of any Lot, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

ARTICLE 13
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership – Declarant, whether or not an owner of any part of the Property, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

B. Management of Association – the Association shall be incorporated as a non-profit corporation. The Association shall be managed by the Declarant and/or a Board of Directors pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

C. Membership, Voting, Elections and Meetings – The Association shall have two classes of voting membership:

   1. Class A – Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members but may cast only one vote per lot owned. The vote for such Lot shall be exercised as they among themselves determine.

   2. Class B – The Class B member shall be the Declarant which shall have as many votes as the Class A members put together, plus one (1). The Class B membership shall cease when 95%

of the total acreage in the Property has been sold by the Declarant, at which time the Declarant assumes Class A voting privileges.

D. There shall be at least one meeting of the membership each year. At that meeting, the membership shall elect a Board consisting of five (5) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of the Association business that the Board or any Owner wishes to bring before the entire membership; provided, however, that no Board of Directors shall exist unless and until Declarant provides written notice to the Owners in advance of a membership meeting that such Board will be established and Board members selected in accordance with this Declaration.

E. Duties and Powers of Board – Through the Declarant or Board, as applicable, the Association shall have the following powers and duties:

1. To adopt rules and regulations to implement this Declaration and the Association's bylaws;
2. To enforce this Declaration, the bylaws, and its rules and regulations
3. To elect officers of the Board and select members of the Design Review Committee when the power devolves to the Board
4. To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting
5. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, excepting the Declarant.
6. To establish and collect special assessments for capital improvements or other purposes; to file liens against Owners because of non-payment of Assessments duly levied and to foreclose on those liens.
7. To receive complaints regarding violations of this Declaration, the bylaws or the rules and regulations.
8. To give reasonable notice to all Owners of all annual meetings of the membership and all special called meetings.
9. To hold regular Board meetings in compliance with the adopted bylaws.
10. To manage and maintain all of the Areas to be Maintained and other common areas in a state of high quality and in good repair;
11. To pay taxes and assessments that are or could become liens on the Common Areas.
12. To pay the costs of any liability insurance and fire insurance on the Areas to be Maintained and other common areas and any liability insurance for Declarant, members of the Committee and members of any board or committee of the Association.

ARTICLE 14
EASEMENTS

All property owners within the Anna Business Park shall grant easements across their properties for the purpose of providing utility services and cross access to other properties. The specific location of such easements shall be reasonably determined and located to minimally impact the Property.

ARTICLE 15
SUBDIVISION OF PROPERTY

The Declarant must give written approval for any subdivision of the Property by an Owner.

ARTICLE 16
RIGHT OF REPURCHASE

The Declarant retains the right to refund the purchase price and to regain title from the Grantee or any subsequent owner within the Property for which construction has not commenced within two (2) years of the initial sale. Declarant may in its sole discretion extend construction and completion dates in writing. Unless expressly waived by Declarant, the Right of Repurchase shall also be extended to any agreed construction and completion dates.

ARTICLE 17
GENERAL PROVISIONS

A. Enforcement – The Declarant or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenants or restrictions shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

B. Severability -- Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision and all other provisions shall remain in full force and effect.

C. Covenants Run with the Land – The easements, restrictions, covenants, and conditions are for the purposes of protecting the value and desirability of the Property. They shall run with and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors and assigns. This Declaration shall be for the benefit of the Property, each Lot and each Owner.

D. Duration and Amendment – The covenants, conditions and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for such periods of ten (10) years subject to termination by an instrument signed by more than fifty (50) percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by Declarant and the Owners representing more than 75% of the votes set forth in Article 13, Section C.

E. Attorneys' Fees – If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

F. Liberal Interpretation – This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Exhibit A

This Declaration is executed this 9th day of May, 2017 in Anna, Texas.

ANNA ECONOMIC DEVELOPMENT CORPORATION

By: Connie L. Stump
President

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 9th day of May, 2017 by Connie Stump, President of the Anna Economic Development Corporation, a non-profit corporation, on behalf of said corporation.

LAURETTA KAY BLACKETER
My Notary ID # 129369379
Expires April 1, 2021

Lauretta Kay Blacketer
Notary Public, State of Texas

My Commission Expires: April 1-2021

Exhibit A

This Declaration is executed this 4th day of May, 2017 in Anna, Texas.

ANNA COMMUNITY DEVELOPMENT CORPORATION

By: ______________________

President

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 4th day of May, 2017 by Nate Pike, President of the Anna Community Development Corporation, a non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS
LAURETTA KAY BLACKETER
My Notary ID # 129369379
Expires April 1, 2021

Lauretta Kay Blacketer

Notary Public, State of Texas

My Commission Expires: April 1-2021

Item No. 5.e.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Consider/Discuss/Action on a Resolution terminating Covenants, Conditions, and Restrictions (CCRs) for Anna Business Park. (EDC)

SUMMARY:
Because the EDC/CDC is selling the Anna Business Park, staff recommends that CCRs from 2017 be released and terminated. The City Council will be considering entering into a Development Agreement that outlines building standards. Also, the current zoning outlines other standards and requirements for the land.

STAFF RECOMMENDATION:
Approve.

ATTACHMENTS:
1. EDC Res Terminating CCR's C08009D20220316CR1

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. __________

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION ADOPTING AND AUTHORIZING EXECUTION OF THE TERMINATION AND RELEASE OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNA BUSINESS PARK

WHEREAS, on or about May 4, 2017, the Anna Economic Development Corporation (the "EDC") adopted Resolution No. 2017-05-12 (EDC) authorizing the execution and recordation of that certain Declaration of Covenants, Conditions and Restrictions for Anna Business Park (the “Declaration”); and

WHEREAS, on or about July 13, 2017, the Declaration was recorded in the Official Public Records of Collin County, Texas under Instrument No. 20170713000921490; and

WHEREAS, the EDC Board of Directors desires to terminate and release the Declaration by adopting the Termination and Release of Declaration of Covenants, Conditions and Restrictions for Anna Business Park (the “Termination”) attached hereto as Exhibit 1;

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

Section 1. Recitals Incorporated

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

Section 2. Authority to Execute Financing Agreement

The Board of Directors of the Anna Economic Development Corporation hereby adopts the Termination and authorizes the Vice President to execute the Termination on behalf of the EDC and to record or cause to be recorded the Termination in the Official Public Records of Collin County, Texas; provided, however, that said authorization shall not be effective unless and until the City of Anna, Texas and PC5 Properties, LLC enter into a development agreement regarding the development of 81.893± acres of real property within the Anna Business Park and approval as to the form of same by the City’s legal counsel.

PASSED AND APPROVED by the Board of Directors of the Anna Economic Development Corporation this 7th day of April 2022.

APPROVED: ATTEST:

______________________________ ______________________________

Bruce Norwood,
Vice President

Rocio Gonzalez,
Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of __________________ 2022 by Rocio Gonzales in her capacity as Secretary of the Board of Directors of the Anna Economic Development Corporation, a Texas Type A development corporation, who swore upon her oath that this instrument was duly adopted by the Board of Directors of said corporation on April 7, 2022.

____
Rocio Gonzales,
Secretary of Board of Directors
Anna Economic Development Corporation

____
Carrie L. Land
Texas Notary Public

Notary Seal

<u>EXHIBIT 1</u>

TERMINATION AND RELEASE OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNA BUSINESS PARK

This **TERMINATION AND RELEASE OF DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNA BUSINESS PARK** (this "***Termination***") is made by **ANNA ECONOMIC DEVELOPMENT CORPORATION** and **ANNA COMMUNITY DEVELOPMENT CORPORATION** (collectively, "***Declarants***"). Terms used but not otherwise defined herein shall have the same meaning given to such terms in the Declaration (as defined below).

WITNESSETH:

WHEREAS, on July 13, 2017, Declarants executed and recorded or caused to be recorded in the Official Public Records of Collin County, Texas that certain Declaration of Covenants, Conditions, and Restrictions for Anna Business Park along with Declarant's respective resolutions adopting same (collectively, the "Declaration"); and

WHEREAS, a copy of the Declaration, recorded under Instrument No. 20170713000921490, is attached hereto as <u>Exhibit A</u>; and

WHEREAS, Declarants are the sole owners of the real property defined as "Property" in the Declaration; and

WHEREAS, Declarants now wish to terminate the Declaration and release and surrender each and every covenant, condition, and restriction, and other right and benefit that may have been created by or may arise under the Declaration;

NOW, THEREFORE, Declarants hereby terminate and release the Declaration as follows:

1. <u>Authority</u>. Declarants represent that they have full power, authority and capacity to make this Termination and that they have not sold, assigned or otherwise transferred, or pledged or otherwise hypothecated, any of the interests, rights or benefits that they previously had, now have or may ever become entitled to under or with respect to the Declaration.

2. <u>Termination and Release</u>. Declarants hereby declare the Declaration terminated and of no further force or effect, and release, relinquish, surrender, terminate and forever discharge each and every right, claim, damage, obligation, benefit, encumbrance, suit, debt, sum of money, account, reckoning, covenant, contract, promise, demand, cause of action, and right of process or lawsuit, at law or in equity, contingent or otherwise, to which they have been, are now or may ever become entitled under or with respect to the Declaration. This Termination is made for the benefit of any and all of Declarant's successor and assigns and any and all future owners of all or any part of the Property and their respective successors, assigns, representatives, officers, directors, attorneys, employees, shareholders and

principals, and all other persons and/or entities who now have or may hereafter acquire any interest in the Property.

3. Termination Binding. This Termination Agreement shall bind each Declarant and their respective heirs, executors, personal representatives, successors and assigns, and shall enure to the benefit of any and all persons now or hereafter having an interest in the Property, and their respective heirs, executors, personal representatives, successors and assigns.

[Signature Page to Follow]

IT WITNESS WHEREOF, the undersigned Declarants have executed this Termination as of the dates set forth below.

DECLARANTS:

Anna Economic Development Corporation,
a Type A Development Corporation

By:_______________________________
Bruce Norwood, its Vice President

This instrument was acknowledged before me on the ____ day of _________________ 2022 by Bruce Norwood in his capacity as Vice President of the Board of Directors of the Anna Community Development Corporation, a Texas Type A development corporation.

____
Carrie L. Land
Texas Notary Public

Notary Seal

Anna Community Development Corporation,
a Type B Development Corporation

By:_______________________________
Bruce Norwood, its Vice President

This instrument was acknowledged before me on the ____ day of _________________ 2022 by Bruce Norwood in his capacity as Vice President of the Board of Directors of the Anna Community Development Corporation, a Texas Type B development corporation.

____
Carrie L. Land
Texas Notary Public

Notary Seal

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2017-04-06 (CDC)

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION AUTHORIZING THE ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CCR's) FOR THE ANNA BUSINESS PARK PROPERTY

WHEREAS, the Anna Community Development Corporation (the "CDC") has purchased property; and

WHEREAS, the CDC has determined that adopting CCR's is in the best interests of the CDC and will protect the value and desirability of the business park property.

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

Section 1. **Recitals Incorporated**

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

Section 2. Authority to Execute Financing Agreement

The Board of Directors of the Anna Community Development Corporation ("Board") authorizes the Chief Administrative Officer to execute, on behalf of the CDC, and subject to approval of the form and content by the CDC's legal counsel, the attached Exhibit A, the CCR's, along with any associated documents (collectively, the "CCR's") necessary to implement and finalize the property restrictions stated in Exhibit A. The Board further authorizes the Chief Administrative Officer to record the CCR's in the Collin County Clerk's Property Records.

PASSED AND APPROVED by the Anna Community Development Corporation this 6th day of April, 2017.

APPROVED:

Nathan Pike
CDC President

ATTEST:

Lauretta Blacketer
CDC Secretary

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2017-05-12 EDC

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CCR's) FOR THE ANNA BUSINESS PARK PROPERTY

WHEREAS, the Anna Economic Development Corporation (the "EDC") has purchased property; and

WHEREAS, the EDC has determined that adopting CCR's is in the best interests of the EDC and will protect the value and desirability of the business park property.

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

Section 1. **Recitals Incorporated**

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

Section 2. Authority to Execute Financing Agreement

The Board of Directors of the Anna Economic Development Corporation ("Board") authorizes the Chief Administrative Officer to execute, on behalf of the EDC, and subject to approval of the form and content by the EDC's legal counsel, the attached Exhibit A, the CCR's, along with any associated documents (collectively, the "CCR's") necessary to implement and finalize the property restrictions stated in Exhibit A. The Board further authorizes the Chief Administrative Officer to record the CCR's in the Collin County Clerk's Property Records.

PASSED AND APPROVED by the Anna Economic Development Corporation this 4th day of May, 2017.

APPROVED:

Constance A. Stump

Connie Stump
EDC President

ATTEST:

Lauretta Blacketer

Lauretta Blacketer
EDC Secretary

Exhibit A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNA BUSINESS PARK

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") for the Anna Business Park (the "Property") is made on the date hereinafter set forth by the Anna Economic Development Corporation, a Texas Type A development corporation, and the Anna Community Development Corporation, a Texas Type B development corporation (collectively "Declarant"), for the purposes of insuring proper use and appropriate development and improvements of the Property.

RECITALS

WHEREAS, certain capitalized words and phrases are defined in Article 2 of this Declaration; and

WHEREAS, Declarant is the owner of all of that certain real property located in Collin County, Texas (the "Property") and described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Declarant seeks to sell the Property or parts thereof for commercial, office, industrial, and manufacturing uses, subject to the covenants, conditions and restrictions hereinafter set forth, which shall run with the Property and shall be binding on Declarant and its successors having or acquiring any right, title or interest in the Property or any part thereof, the grantees of the Declarant and their lessees and successors and shall inure to the benefit of Declarant and each owner thereof; and

WHEREAS, Declarant deems it to be in the best interest to provide for the preservation of property values in the Anna Business Park and the maintenance and improvement of certain landscaped areas, screening devices and drainage facilities, signage, and common areas, and to enforce these restrictions, to collect and disburse the assessments and charges hereinafter created and to perform all other functions as set forth in this Declaration; and

WHEREAS, Declarant has theretofore caused the Anna Business Park Association (the "Association") to be incorporated as a non-profit corporation according to the laws of the State of Texas for the purposes of exercising the functions set forth in this Declaration; and

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions, charges and liens hereinafter set forth.

ARTICLE 1.
GENERAL PURPOSES OF COVENANTS, CONDITIONS AND RESTRICTIONS

A. The Property is subject to the covenants, conditions, restrictions and responsibilities hereinafter set forth to insure proper use, appropriate development and improvements, and provide future maintenance of all Areas to be Maintained and other common areas so as to:

1. Establish an environment which will meet both the present and projected needs of the occupants of the premises and the inhabitants of the surrounding community;

2. Insure proper uses and development of the Property and of individual building sites;

3. Promote land development and usage that will not create excessive noise, glare, smoke, fumes or unsightly accumulation of equipment, goods or materials;

4. Insure the proper use of the land for the long-term benefit of the owners and tenants of the Property and the surrounding community;

5. Promote harmonious development of the various sites located within and adjacent to the Property; and

6. Insure the long-term maintenance of common areas, landscaping and drainage facilities so as to prevent deterioration and maintain the functionality of such areas.

ARTICLE 2
DEFINITIONS

A. Areas to be Maintained – shall mean and refer to the medians in public street rights-of-way, including entry signs for the Property and any flags and flagpoles and associated lighting; drainage retention or detention ponds and other facilities and features specifically designed to capture and direct storm water runoff from multiple tracts; and any other property, sign or feature designed to contribute to the collective appearance and proper functioning of the Anna Business Park.

B. Association – shall mean and refer to the Anna Business Park Property Owners Association, its successors and assigns.

C. Board – the elected Board of Directors for the Association, which shall always include a minimum of two representatives of the Declarant.

D. Declarant – shall mean and refer to the Anna Economic Development Corporation and the Anna Community Development Corporation, and their respective successors and assigns; provided, however, that should the Anna Economic Development Corporation or the Anna Community Development Corporation be dissolved or otherwise terminate then "Declarant" shall mean any existing entity described in this paragraph and also include a municipal development district if one is established by or in the City of Anna.

E. Design Review Committee – shall mean and refer to the committee described in Article 10 of this Declaration.

F. Lot – shall mean and refer to any plot or tract of land shown upon any recorded plat of the Property.

G. Member – shall mean and refer to every person or entity who holds membership in the Association.

H. Owner – shall mean and refer to the owners of record, whether one or more persons or entities, of title to any Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

I. Property – shall mean and refer to the real property located at the northeast corner of the Collin County Outer Loop and State Highway 5 and owned by the Anna Economic and Community Development Corporations and illustrated in Exhibit "A" attached.

ARTICLE 3
PERMITTED AND PROHIBITED USES AND STRUCTURES

A. The Property is intended to be developed and used as a business park primarily with office, commercial, industrial and manufacturing uses. All portions of the Property shall be used in accordance with the zoning duly adopted for the Property by the City Council of the City of Anna, Texas, as it exists today and as it may be amended. In addition, the following uses are prohibited:

1. Residential Uses, unless allowed by the Declarant as a caretaker's or guard's residence.
2. Automotive Sales, including auctions.
3. Automobile Repair, including paint and body repair.
4. Any use which is determined by the Declarant to be objectionable by reason of excessive noise, dust, smoke, fumes, odors, vibrations, glare, vermin, liquid or solid wastes; except that activities required in the public interest or for public services will not be restricted by this limitation.
5. Uses which will result in unsafe or hazardous conditions including without limitation toxic or noxious matters, fire and explosion hazards or radiation hazards.
6. Portable buildings, office trailers and similar temporary structures, unless erected and used for non-residential purposes by contractors performing construction of improvements on the Property.

ARTICLE 4
DEVELOPMENT STANDARDS

A. These standards are intended to promote attractive design and appearance of the buildings and the landscaped grounds and Areas to be Maintained and other common areas of the Property. The Design Review Committee (as defined in Article 11) shall have the power to enforce strict compliance with these development standards, taking into consideration the aesthetic appearance, consistency of design and appropriate use of materials and plantings.

1. Unless specifically permitted by the Design Review Committee in writing, each Lot and all structures shall be oriented to and gain access from the internal street(s) within the Property and no Lot or structure shall face and gain access from the Collin County Outer Loop and Foster Crossing Road (County Road 421).
2. Each building should be designed to complement the general architectural character of the Property in the use of materials, color, and scale.
3. Unless specifically permitted by the Design Review Committee in writing, with the exception of window and door glazing, 100% of all building facades shall consist of brick, stone, split face block tilt wall panels or precast concrete.
4. Precast concrete or tilt wall panels shall not have an exposed aggregate stone or pebble texture. Precast panels on all sides of the building shall be scored or seamed to provide visual interest and a repeating pattern.

5. Metal exterior walls are prohibited. Metal panels may be used only as architectural accents, awnings and canopies.
6. Buildings shall be articulated at all entrances facing streets by a minimum of two offsets (façade articulations that extend outward from the building must be set back at some point in a corresponding manner) in the façade of a minimum four (4) feet in depth. Each offset shall extend a minimum of 20 feet in length. The elements used for articulation must extend to the parapet of the building.
7. Building entrances shall be covered by an awning or canopy.
8. Windows and/or glass accents shall not exceed 20% reflectivity. However, the use of tinted, inward facing mirrored glass that helps to achieve energy efficient design is encouraged.
9. Windows, doors, eaves, parapets, soffits, overhangs, canopies and awnings should be used to provide variety to the building façade.
10. Rooftop and ground mounted mechanical units, generators and HVAC equipment must be screened from view from any adjacent street by a screen or parapet that extends the full height of the equipment.
11. Parking structures shall maintain compatible architectural features and façade materials shall be complementary in color and design with the main building.

ARTICLE 5
PARKING AND LOADING AREAS

A. A sufficient number of off-street parking spaces shall be provided to minimize parking by employees and visitors on public streets, and parking areas shall be designed in a manner as to provide for easy and safe access in and out of the various developed tracts within the Property.
B. The use of buildings and properties for every day or special event activities that exceed the parking capacity shall be prohibited.
C. Parking shall not be allowed on grass or unpaved surfaces. However, semi-permeable "green parking" turf block or similar materials may be permitted if approved by the Design Review Committee.
D. A minimum six (6) foot wide sidewalk shall be provided where parking spaces are designed to overhang the sidewalk.
E. The design and orientation of building(s) shall minimize the exposure of loading and trash collection areas from adjacent streets and properties. No loading spaces or dock doors shall face streets.
F. Overnight trailer and shipping container storage is prohibited unless being actively loaded or unloaded. Only two (2) trailers or shipping containers may be stacked during loading and unloading.
G. Loading areas shall be screened by a solid masonry, tilt wall or split face block wall a minimum ten (10) feet in height, or a solid landscape screen of irrigated shrubs with a minimum height of six (6) feet at planting but which will achieve a height of ten (10) feet within three to five years of planting if approved by the City of Anna.
H. All publicly accessible areas shall be designed and constructed in accordance with applicable laws related to accessibility for the disabled.

ARTICLE 6
LANDSCAPING AND SCREENING

A. A minimum six (6) foot tall perimeter screening wall or fence shall be constructed by the developer of each tract within the Property that abuts the Collin County Outer Loop and transmission line on the south and Foster Crossing Road on the north. The wall or fence shall be constructed of thin wall brick or precast concrete panels or steel/rod iron material with substantial pier construction and the color and masonry detailing of each section(s) of the wall or fence shall be as approved by the Design Review Committee. Walls shall be topped with a concrete or stone cap. The wall or fence shall be set back a minimum of thirty (30) feet from the northern edge of the transmission line easement or the southern right-of-way line of Foster Crossing Road. A five (5) foot offset shall be provided in the wall for the length of two panels at a rate of one offset every forty (40) feet or as determined by the Design Review Committee. A five (5) foot wide maintenance easement shall be dedicated on both sides of the screening wall or fence to provide space for future maintenance, repair and replacement of the screening structure

B. The thirty (30) foot wide setback shall be maintained as a landscaped edge, with a one (1) minimum three (3) inch caliper tree planted per forty (40) linear feet. Trees may be grouped or clustered to enhance the landscaped design. Tree species used shall be red oak, burr oak, cedar elm or Chinese pistache; however, the Design Review Committee may approve the use of alternative tree species.
C. Landscaping for each developed Lot within the Property shall be provided in compliance with all applicable landscaping standards and regulations adopted by the City of Anna.
D. Landscaped areas within parking areas shall be contained by a six (6) inch tall curb, unless the landscaped area is part of an onsite drainage system approved by the City of Anna.
E. Landscaping shall be used to enhance entrance and exit driveways to each Lot or tract within the Property.
F. If used, berms shall not exceed thirty-six (36) inches in height, have a maximum slope of 3:1 and shall vary in height and be contoured rather than installed in a straight line.
G. An automatic irrigation system shall be provided for all landscaped areas and shall be designed in a manner to conserve water and to prevent excessive spray and runoff onto paved surfaces. Rain sensors shall be required for all irrigation systems.
H. All landscaping shall be properly maintained at all times. Dead or dying plant materials shall be removed and replaced in an expeditious manner. Trees and other plants that become overgrown shall be pruned to maintain visibility and access for vehicles and pedestrians and to maintain healthy plantings.
I. Appropriate plant materials shall be chosen and installed in a manner designed to promote water conservation and the use of native plants.
J. Landscaping shall not interfere with visibility requirements adopted by the City of Anna at street and driveway intersections or create visibility problems within parking lots.
K. Appropriate turf, gravel or other materials shall be maintained at all times for drainage swales, rain gardens, retention and detention ponds and other on-site drainage facilities.

ARTICLE 7
OUTDOOR STORAGE

A. Daily operations of businesses located on the Property shall be fully enclosed, except that tanks containing gases or other materials used in a manufacturing process may be installed outside in accordance with building and fire codes.
B. Outdoor storage of good, materials and equipment shall be limited to display of new equipment for sale or lease.
C. All outdoor storage shall be screened with a minimum eight (8) foot tall masonry or precast concrete screening wall.

ARTICLE 8
SIGNAGE

A. Signage on buildings and individual tracts within the Property shall comply with the City of Anna Sign Ordinance and any other applicable City of Anna regulations related to signs.
B. The following types of signage are prohibited:
   1. Pole signs
   2. Window signs, with the exception of "open" signs.
   3. Lights outlining the windows or buildings
   4. Signs that flash, blink, or revolve
   5. Roof signs
   6. Temporary bandit signs
C. Other special sign requirements:
   1. Digital signage is allowed if the message changes only once every 8 seconds and is a static image that does not flash, move or scroll.
   2. Digital signs must be equipped with an automatic dimmer that adjusts the brightness of the display based on ambient light conditions (cloudy vs. sunny or day vs. night).
   3. Delivery trucks or other vehicles that are have signage advertising a business within the Property shall not be parked on the outer edges of parking lots adjacent to public streets.

ARTICLE 9
ILLUMINATION

A. Lighting of all parking areas and buildings shall be in accordance with City of Anna codes and shall be in keeping with the specific function and building type served.
B. All parking lots and loading areas must be illuminated by light standards and/or wall-mounted light fixtures.
C. All lighting shall be shielded and directed to not cause unnecessary glare or light intrusion into a public street or adjacent property.

ARTICLE 10
DESIGN REVIEW COMMITTEE

A. There shall be established a Design Review Committee (the "Committee"), which shall initially consist of Declarant and Declarant's Chief Administrative Officer. At a time to be determined solely by the Committee, the Committee membership shall be modified to consist of the following members:

   1. One (1) representative selected to serve on behalf of the Owner(s);
   2. Three (3) representatives of the Declarant;
   3. The Chief Administrative Officer of Declarant.

B. As more individual tracts are sold within the Property, additional property owner representatives shall join the Committee, at times determined by the Committee, replacing a certain number of representatives of the Declarant to ultimately form the composition of the Committee as follows:

   1. Three (3) representatives selected to serve on behalf of the Owners;
   2. Two (2) representatives of Declarant;

3. The Chief Administrative Officer of Declarant.

C. Committee Function – No improvement shall be erected, constructed, placed, or altered on any portion of the Property until plans and specifications in such form and detail as the Committee may specify have been submitted to and approved in writing by the Committee. A four-fifths (4/5) majority vote is required to approve plans and specifications.

D. The decision of the Committee shall be final and binding upon the applicant. This review and approval process by the Committee and/or its agent is to ensure conformity with the covenants, conditions and restrictions of this Declaration, compliance with the general aesthetic quality of the development, consistency of materials used and compatibility of uses. The Committee, by its approval of such plans and specifications, is not responsible for the adequacy of structural or mechanical engineering design or specifications or the improvements constructed on the Property.

E. Plan and Building Design Submittal – Prior to the submittal of any plan, plat or other development application to the City of Anna, a preliminary design package shall be submitted to the Committee. The package shall consist of a site plan, building elevations with material descriptions, colors and samples of the exterior building materials, and a landscaping plan. Plans meeting the City of Anna's requirements shall be sufficient for Committee review; however, the Committee reserves the right to require stricter standards and additional information and detail for any aspect of the proposed development.

ARTICLE 11
MAINTENANCE

A. Duty to Maintain – Owners and occupants (including without limitation lessees) of any tract or Lot or portion of the Property thereof shall jointly and severally have the duty and responsibility to keep buildings, improvements, grounds, landscaping and drainage easements in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

1. Keeping parking areas, fire lanes, approaches and driveways in good repair;
2. Striping parking areas and fire lanes and repainting on a regular schedule;
3. Promptly removing litter, trash, refuse and waste;
4. Insuring that all trash receptacles and compactors and surrounding areas are kept clean and uncluttered;
5. Keeping all exterior lighting and mechanical facilities in working order;
6. Replacing landscape materials and repairing irrigation systems in a timely manner; and
7. Keep all vacant lots litter free and mowed in compliance with City of Anna property standards.
8. Maintaining both sides of the perimeter screening walls on the individual lot (as applicable.)

B. Enforcement of Maintenance Duties – The Association may give an Owner written notice of neglect or failure of maintenance duties, and the Owner must within 10 days after receiving such notice perform the obligation or duty required. Should any Owner fail to fulfill this obligation or duty within such period, the Association through its authorized agents shall have the right and power to enter onto the premises and perform such obligation or duty without liability for damages for wrongful entry, trespass, or otherwise to any person or property. Each Owner of any tract or Lot on which work is performed shall be liable for the cost of such work (including the Association's reasonable administrative expenses) and shall promptly reimburse the Association within 10 days after receipt of a statement or invoice. Failure to reimburse the Association shall constitute a lien against the tract or Lot on which work was performed.

C. Property Manager – The Association may enter into an agreement with a third-party property management contractor to provide management services including without limitation common area maintenance and repairs, landscape maintenance and irrigation repairs, maintenance of business park entry features, removal of trash and debris, and monitoring of the Property for Owner compliance with this Declaration, and performance of related administrative functions. The Association may maintain requirements for liability insurance, monthly financial reports and other documentation from the contractor(s) as a condition of any contract for service.

D. Areas to be Maintained – For purposes of this Declaration, "Areas to be Maintained" shall include medians in public street rights-of-way, including entry signs for the Property and any flags and flagpoles and associated lighting; drainage retention or detention ponds, raingardens, swales or other facilities and features that capture and direct storm water runoff from multiple tracts; and any other property, sign or feature designed to contribute to the collective appearance and proper functioning of the Anna Business Park. "Areas to be Maintained" shall be maintained by the Association and funded by an annual assessment or special assessments, paid by the Owners, as described in Article 12 below.

ARTICLE 12
ASSESSMENTS

A. Covenants for Assessments – Each Owner and each subsequent Owner of the Property or any portion of the Property, by acceptance of a deed thereof or other instrument or event of ownership transfer, whether or not it shall be so expressed in such deed, instrument or event, shall be deemed to covenant and agree to pay the Association (i) annual assessments or charges and (ii) special assessments for improvement or maintenance of the Areas to be Maintained and other common areas to be fixed, established and collected from time to time as provided herein. Assessments, together with such interest and costs of collection, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which the assessment is made. Each such assessment, together with interest costs and reasonable attorneys' fees and related expenses, shall also constitute a personal obligation of the person or entity that was the record owner of such Lot at the time of assessment. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

B. Purpose of Assessments – The assessments provided for herein shall be levied, collected and administered by the Association and shall be used exclusively for the improvement and maintenance of the Areas to be Maintained, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs (including reasonable reserves) for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Declarant or the Board of Directors of the Association, if established; legal and accounting fees, and any fees for management services incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property's reasonable replacement reserves and the costs of other facilities and services including maintenance thereof, and other charges required or contemplated by this Declaration and/or that which the Declarant or a Board of Directors of the Association, if established, shall determine to be necessary to meet the primary purpose of the Association. All sums received by the Association pursuant to the annual or special assessments shall be segregated by the Association from its general funds if applicable, and held in trust for the benefit of the Owners and for the purposes and uses designated herein. The Association or property management company, if engaged, shall maintain appropriate records of all expenditures of funds and all assessments with regard to the Areas to be Maintained and other common areas, which records shall be open for inspection by any Owner during normal business hours upon reasonable notices and at said Owner's cost and expense.

C. Annual Assessment – The Association shall establish the amount of each calendar year's annual assessment based on the projected financial needs for upkeep and maintenance of the Areas to be Maintained and any other common area and other appropriate expenditures for that calendar year. The Association's review and determination shall be final and binding on all Owners unless disapproved by a vote of 60% of the Association members who are voting. The voting may be done in person or by proxy at a meeting duly called for such purpose within ninety (90) days after notice of such increased limit. Written notice of the meeting shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

D. Special Assessments – In addition to any annual assessments, the Association may at any time levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Common Area feature or a capital improvement within the Areas to be Maintained. This shall include the necessary fixtures and personal property related thereto; provided that any such special assessment shall not become effective if disapproved by a vote of 60% of the Association members who are voting. The voting may be done in person or by proxy at a meeting duly called for such purpose within ninety (90) days after the notice of the special assessment. A written notice of the meeting shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. In addition, the Association may levy a special assessment not to exceed the cost of remediation against any Lot or Owner to remedy any violation of this Declaration.

E. Due Date and Payment of Assessments – The obligation to pay annual assessments shall commence as to all Lots on the first day of the month following the date on which the Association shall fix the amount of the annual assessment against each Lot, or a later date if the Association provides written notice thereof. For purposes of assessment, "Lot" shall exclude any property owned by the Declarant. Written notice shall be sent to every Owner subject thereto. Annual assessments shall be due and payable on an annual basis unless otherwise designated by the Association. The due date of any special assessment shall be as determined by the Association in the notice of special assessment sent to the Owners.

F. Payment - All payments of the Assessments shall be made to the Association at its principal place of business within Collin County, Texas or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has a dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

G. Apportionment of Assessment – Any annual or special assessment shall be allocated pro rata among the Owners in accordance with the amount of acreage owned. An Owner's share of the assessment shall be determined by multiplying the total amount of the assessment by a fraction having as its numerator the acreage owned by the Owner within the Property and having as its denominator the total acreage located within the Property.

H. Owner's Personal Obligation for Payment of Assessments – The annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessments. No Owner is exempt from personal liability for such assessments. In the event of default in the payment of any such assessment, the Owner shall be obligated to pay interest at a rate equal to three percent (3%) over the prime interest rate on the amount of the assessment, from the due date until paid, but not to exceed the maximum rate of interest that the Association may lawfully charge. In addition, the Owner shall pay all costs and expenses of collection, including reasonable attorney's fees and related expenses. The Association shall have the right to bring suit against the Owner to recover a money judgment for these amounts without foreclosing or waiving the liens securing the same.

I. Effect of Non-Payment of Assessments; Remedies of the Association – Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the due date (with no notice required to be given) until paid, at the interest rate and under the terms noted in Section G. above. The Association may, at its option, bring an action by law against the Owner personally obligated to pay the same or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided herein. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fees and related expenses, together with the costs of action. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees and related expenses shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments. Failure to enforce any Assessment for any period of time shall not be deemed to be a waiver of the right to enforce that Assessment or any other Assessment.

J. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot and a copy thereof is recorded by the Association in the office of the Collin County Clerk; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the maximum legal rate, plus reasonable attorney's fees and related expenses and other expenses of collection in connection with the debt secured by said lien) and the name and address of the Association.

K. Any such sale provided for above is to be conducted in accordance with the applicable provisions governing the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the

Association a power of sale as set forth in said Section 51.002 of the Property Code in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

L. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the lien and the release. The Assessment lien and the right to foreclosure and sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as provided above.

M. Subordination of Lien to First Mortgages – The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any Lot. The sale or transfer of any lot shall not affect the Assessment lien. However, the sale or transfer of any Lot, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

ARTICLE 13
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership – Declarant, whether or not an owner of any part of the Property, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

B. Management of Association – the Association shall be incorporated as a non-profit corporation. The Association shall be managed by the Declarant and/or a Board of Directors pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

C. Membership, Voting, Elections and Meetings – The Association shall have two classes of voting membership:

1. Class A – Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members but may cast only one vote per lot owned. The vote for such Lot shall be exercised as they among themselves determine.

2. Class B – The Class B member shall be the Declarant which shall have as many votes as the Class A members put together, plus one (1). The Class B membership shall cease when 95%

of the total acreage in the Property has been sold by the Declarant, at which time the Declarant assumes Class A voting privileges.

D. There shall be at least one meeting of the membership each year. At that meeting, the membership shall elect a Board consisting of five (5) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of the Association business that the Board or any Owner wishes to bring before the entire membership; provided, however, that no Board of Directors shall exist unless and until Declarant provides written notice to the Owners in advance of a membership meeting that such Board will be established and Board members selected in accordance with this Declaration.

E. Duties and Powers of Board – Through the Declarant or Board, as applicable, the Association shall have the following powers and duties:

1. To adopt rules and regulations to implement this Declaration and the Association's bylaws;
2. To enforce this Declaration, the bylaws, and its rules and regulations
3. To elect officers of the Board and select members of the Design Review Committee when the power devolves to the Board
4. To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting
5. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, excepting the Declarant.
6. To establish and collect special assessments for capital improvements or other purposes; to file liens against Owners because of non-payment of Assessments duly levied and to foreclose on those liens.
7. To receive complaints regarding violations of this Declaration, the bylaws or the rules and regulations.
8. To give reasonable notice to all Owners of all annual meetings of the membership and all special called meetings.
9. To hold regular Board meetings in compliance with the adopted bylaws.
10. To manage and maintain all of the Areas to be Maintained and other common areas in a state of high quality and in good repair;
11. To pay taxes and assessments that are or could become liens on the Common Areas.
12. To pay the costs of any liability insurance and fire insurance on the Areas to be Maintained and other common areas and any liability insurance for Declarant, members of the Committee and members of any board or committee of the Association.

ARTICLE 14
EASEMENTS

All property owners within the Anna Business Park shall grant easements across their properties for the purpose of providing utility services and cross access to other properties. The specific location of such easements shall be reasonably determined and located to minimally impact the Property.

ARTICLE 15
SUBDIVISION OF PROPERTY

The Declarant must give written approval for any subdivision of the Property by an Owner.

ARTICLE 16
RIGHT OF REPURCHASE

The Declarant retains the right to refund the purchase price and to regain title from the Grantee or any subsequent owner within the Property for which construction has not commenced within two (2) years of the initial sale. Declarant may in its sole discretion extend construction and completion dates in writing. Unless expressly waived by Declarant, the Right of Repurchase shall also be extended to any agreed construction and completion dates.

ARTICLE 17
GENERAL PROVISIONS

A. Enforcement – The Declarant or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenants or restrictions shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

B. Severability -- Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision and all other provisions shall remain in full force and effect.

C. Covenants Run with the Land – The easements, restrictions, covenants, and conditions are for the purposes of protecting the value and desirability of the Property. They shall run with and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors and assigns. This Declaration shall be for the benefit of the Property, each Lot and each Owner.

D. Duration and Amendment – The covenants, conditions and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for such periods of ten (10) years subject to termination by an instrument signed by more than fifty (50) percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by Declarant and the Owners representing more than 75% of the votes set forth in Article 13, Section C.

E. Attorneys' Fees – If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

F. Liberal Interpretation – This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Exhibit A

This Declaration is executed this 9th day of May, 2017 in Anna, Texas.

ANNA ECONOMIC DEVELOPMENT CORPORATION

By: Connie Stump
President

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 9th day of May, 2017 by Connie Stump, President of the Anna Economic Development Corporation, a non-profit corporation, on behalf of said corporation.

LAURETTA KAY BLACKETER
My Notary ID # 129369379
Expires April 1, 2021

Lauretta Kay Blacketer
Notary Public, State of Texas

My Commission Expires: April 1-2021

Exhibit A

This Declaration is executed this 4th day of May, 2017 in Anna, Texas.

ANNA COMMUNITY DEVELOPMENT CORPORATION

By: Nate Pike
President

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 4th day of May, 2017 by Nate Pike, President of the Anna Community Development Corporation, a non-profit corporation, on behalf of said corporation.

LAURETTA KAY BLACKETER
My Notary ID # 129369379
Expires April 1, 2021

Lauretta Kay Blacketer
Notary Public, State of Texas

My Commission Expires: April 1-2021

Item No. 6.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Director's Report.

SUMMARY:
Director's Report

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
ICSC Red River Review

SUMMARY:
ICSC ReCON

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 6.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Strategic Plan Update

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. March 2022 Strategic Plan Updated

Economic Development Strategic Plan Highlights
March 2022

- Director hosted DBJ roundtable with region's top commercial and residential industry leaders
- Staff met with Cooksey Communications and finalized ads for DCEO Real Estate Awards
- DBJ interviewed Director and Bob Moore Construction
- Director participated in the City's first Economic Development Telephone Town Hall that featured 222 participants
- Staff attended ICSC Red River Conference in Dallas
- Updated New Economic Development Marketing Map
- Sponsored DCEO Commercial Real Estate Awards

Measureables

January 2022

- Real Estate Broker / Developer Meetings: 16
- Business Retention / Expansion Visits: 3
- Business Park Meetings: 3
- Construction / Architectural Meetings: 3
- New Newsletter Subscribers: 396 (888 total)
- Website Users: 1,761 (54% increase in new users in 28 days)
- Website Pageviews: 2,563 (48% increase in 28 days)
- New LinkedIn Followers: 68 (705 total)

Item No. 6.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Financial Report/Sales Tax Update

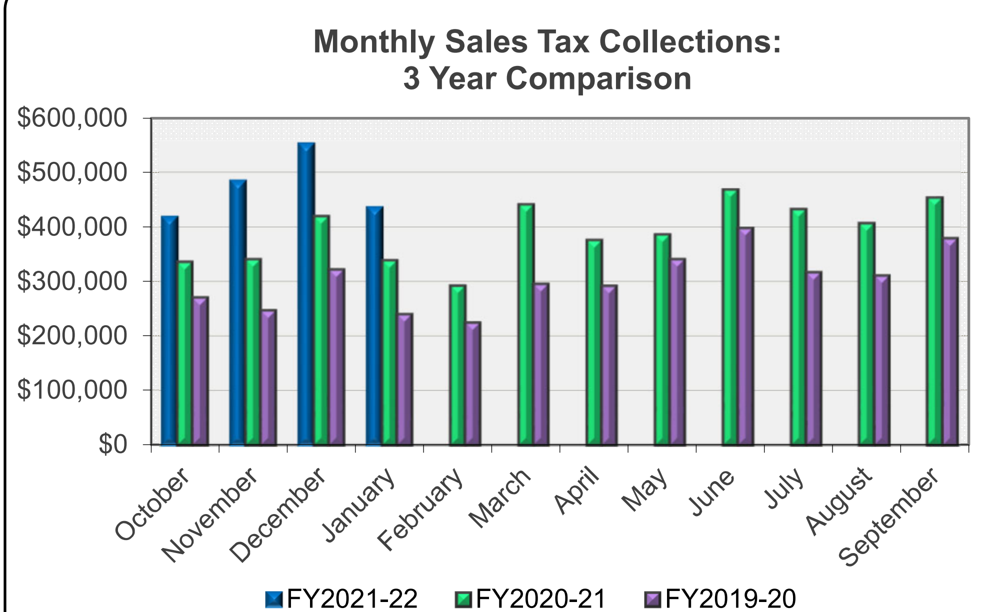
SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 2022 Monthly Sales Tax Report
2. CDC SALES TAX COLLECTIONS FY22_January

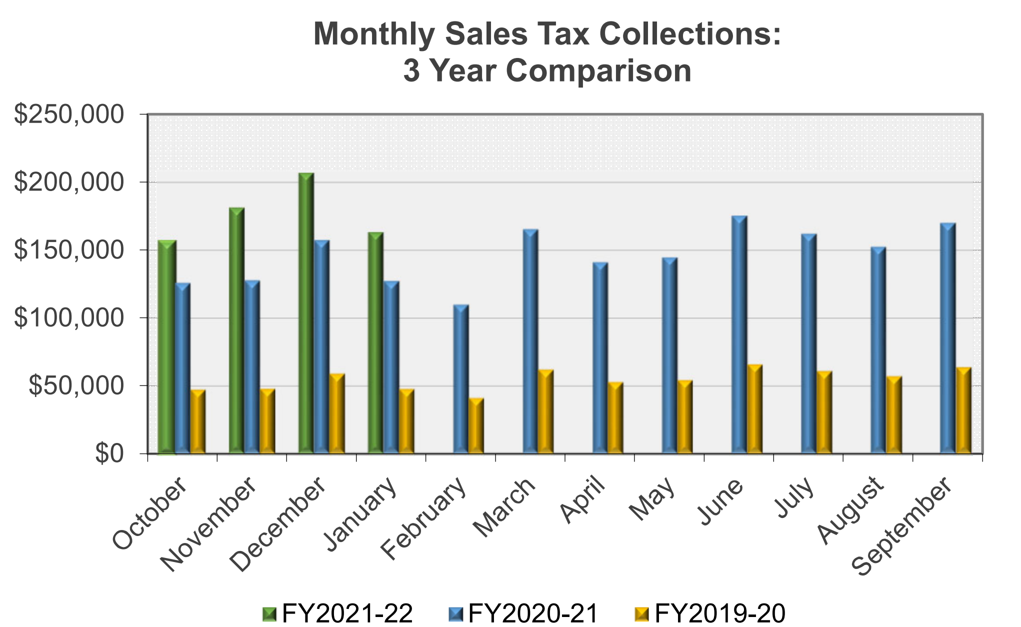
CITY OF ANNA
Schedule of Sales Tax Collections
For the month January 31, 2022

	2021-22 Collections Monthly	% Change from Prior Year	2020-21 Collections Monthly
October	$ 417,343	24.4%	$ 335,454
November	483,556	42.2%	340,156
December	552,138	31.7%	419,319
January	435,037	28.4%	338,879
February			292,405
March			441,021
April			375,823
May			385,457
June			467,686
July			432,097
August			406,214
September			453,292
	$ 1,888,074		**$ 4,687,804**
Budget:	4,390,000	43.0%	4,300,000



CITY OF ANNA
COMMUNITY DEVELOPMENT CORPORATION
Schedule of Sales Tax Collections

	2021-22 Collections Monthly		% Change from Prior Year	2020-21 Collections Monthly	
October	$	156,504	24.4%	$	125,795
November	$	181,334	42.2%	$	127,559
December	$	207,052	31.7%	$	157,245
January	$	163,139	28.4%	$	127,080
February					109,652
March					165,383
April					140,934
May					144,546
June					175,382
July					162,036
August					152,330
September					169,985
	$	**708,029**		**$**	**1,757,926**



Item No. 6.d.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Downtown Update

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 7.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:
Closed Session.

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 7.a.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 7.b.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

Item No. 7.c.

EDC/CDC Agenda
Staff Report

Meeting Date: 4/7/2022
Staff Contact:

AGENDA ITEM:

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

SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS: