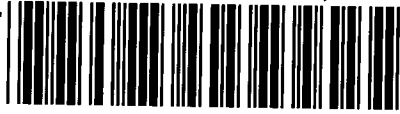




Control Number: 45870



Item Number: 114

Addendum StartPage: 0

SOAH DOCKET NO. 473-16-4619.WS  
PUC DOCKET NO. 45870

RECEIVED  
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PUBLIC UTILITY COMMISSION  
FILING CLERK

FORMAL COMPLAINT OF § BEFORE THE STATE OFFICE  
ADC WEST RIDGE, L.P. AND §  
CENTER FOR HOUSING § OF  
RESOURCES, INC. AGAINST THE §  
CITY OF FRISCO § ADMINISTRATIVE HEARINGS

ADC WEST RIDGE, L.P. AND  
CENTER FOR HOUSING RESOURCES, INC.'S RESPONSES TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
STAFF RFI NOS. 1-1 THROUGH 1-7

ADC West Ridge, L.P. and Center for Housing Resources, Inc. file these Responses to Commission Staff's First Request for Information to ADC West, L.P. and Center for Housing Resources, Inc. Staff RFI Nos. 1-1 through 1-7 ("STAFF RFI"), which was filed with the Public Utility Commission of Texas and served on ADC West Ridge, L.P. and Center for Housing Resources, Inc. on December 5, 2016. These responses are timely filed. ADC West Ridge, L.P. and Center for Housing Resources, Inc. ("Complainants") agree and stipulate that all parties may treat these responses as if the answers were filed under oath.

Respectfully submitted,

JACKSON WALKER L.L.P.

By: Mallory Beck

Leonard Dougal - State Bar No. 06031400

Ali Abazari - State Bar No. 00796094

Mallory Beck - State Bar No. 24073899

100 Congress, Suite 1100

Austin, Texas 78701

E: ldougal@jw.com

T: (512) 236 2000

F: (512) 391-2112

ATTORNEYS FOR COMPLAINANTS  
ADC WEST RIDGE L.P., AND CENTER FOR  
HOUSING RESOURCES, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that the above and foregoing document was served as shown below on  
this 27th day of December 2016:

Art Rodriguez  
Russell & Rodriguez, L.L.P.  
1633 Williams Dr., Bldg. 2, Suite 200  
Georgetown, Texas 78268  
arodriguez@txadminlaw.com  
**Attorney for City of Frisco**

*Via email and U.S. First Class Mail*

Richard Abernathy  
Abernathy Roeder Boyd & Hullett, P.C.  
1700 Redbud Boulevard, Suite 300  
McKinney, Texas 75069  
rabernathy@abernathy-law.com  
**Attorney for City of Frisco**

*Via email and U.S. First Class Mail*

Sam Chang  
Attorney – Legal Division  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
P. O. Box 13326  
Austin, Texas 78711-3326  
sam.chang@puc.texas.gov  
**Attorney for Public Utility Commission of Texas**

*Via email and U.S. First Class Mail*

  
\_\_\_\_\_  
Mallory Beck

**PUC DOCKET NO. 45870  
SOAH DOCKET NO. 473-16-4619.WS**

<b>FORMAL COMPLAINT OF KER-SEVA LTD. AGAINST CITY OF FRISCO, TEXAS</b>	<b>§ § §</b>	<b>BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS</b>
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**ADC WEST RIDGE, L.P. AND  
CENTER FOR HOUSING RESOURCES, INC.'S RESPONSES TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
STAFF RFI NOS. 1-1 THROUGH 1-7**

**STAFF RFI 1-1.** With regard to becoming a Qualified Service Applicant, provide the final plat for Lot 2 submitted by the Complainants or their predecessor-in-interest to the City of Frisco.

**RESPONSE:**

Complainants do not believe that becoming a Qualified Service Applicant is contingent upon obtaining a final plat. To the best of Complainants' knowledge, a final plat for Lot 2 has not been submitted by Complainants or their predecessor(s)-in-interest.

Prepared/Sponsored by:      Terri Anderson  
   Authorized Representative of  
   ADC West Ridge, L.P. and Center for Housing Resources, Inc.

**PUC DOCKET NO. 45870  
SOAH DOCKET NO. 473-16-4619.WS**

<b>FORMAL COMPLAINT OF KER-SEVA LTD. AGAINST CITY OF FRISCO, TEXAS</b>	§ § §	<b>BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS</b>
--	-------------	---

**ADC WEST RIDGE, L.P. AND  
CENTER FOR HOUSING RESOURCES, INC.'S RESPONSES TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
STAFF RFI NOS. 1-1 THROUGH 1-7**

**STAFF RFI 1-2.** If the Complainants or their predecessor-in-interest have not submitted a final plat for Lot 2 to the City of Frisco, provide a detailed explanation of why a final plat has not been submitted.

**RESPONSE:**

As Complainants understand the City of Frisco's platting requirements, a final plat is not to be submitted until all construction is complete. Construction is on-going at this time, and therefore it is not appropriate for Complainants to have already submitted a final plat.

Prepared/Sponsored by:      Terri Anderson  
   Authorized Representative of  
   ADC West Ridge, L.P. and Center for Housing Resources, Inc.

PUC DOCKET NO. 45870  
SOAH DOCKET NO. 473-16-4619.WS

FORMAL COMPLAINT OF KER-SEVA	§	BEFORE THE
LTD. AGAINST CITY OF FRISCO,	§	STATE OFFICE OF
TEXAS	§	ADMINISTRATIVE HEARINGS

**ADC WEST RIDGE, L.P. AND**  
**CENTER FOR HOUSING RESOURCES, INC.'S RESPONSES TO**  
**COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION**  
**STAFF RFI NOS. 1-1 THROUGH 1-7**

**STAFF RFI 1-3.** State whether the Complainants or their predecessor-in-interest have constructed or intend to construct infrastructure in order to connect Lot 2 to the City of Frisco's water and wastewater system.

**RESPONSE:**

At this time, Complainants or their predecessor(s)-in-interest have not constructed infrastructure connecting Lot 2 to the City of Frisco's water and wastewater system. Complainants intend to construct said infrastructure, but Complainants are uncertain what infrastructure is required to connect to the City of Frisco's system.

Prepared/Sponsored by:      Terri Anderson  
   Authorized Representative of  
   ADC West Ridge, L.P. and Center for Housing Resources, Inc.

**PUC DOCKET NO. 45870  
SOAH DOCKET NO. 473-16-4619.WS**

<b>FORMAL COMPLAINT OF KER-SEVA LTD. AGAINST CITY OF FRISCO, TEXAS</b>	§ § §	<b>BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS</b>
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**ADC WEST RIDGE, L.P. AND  
CENTER FOR HOUSING RESOURCES, INC.'S RESPONSES TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
STAFF RFI NOS. 1-1 THROUGH 1-7**

**STAFF RFI 1-4.** Detail how the Complainants or their predecessor-in-interest have complied with the City of Frisco's applicable ordinances, regulations, or rules to become a Qualified Service Applicant for service to Lot 2.

**RESPONSE:**

The City of Frisco does not have any applicable ordinances, regulations, or rules related to extension of water/sewer services to a development such as Complainants' development in this case.

However, in order to receive water and sewer service, Complainants have submitted an application requesting services from the City of Frisco and submitted information regarding Complainants' proposed development so that the City of Frisco can provide information related to the construction required to provide service to Complainants' development or determine the water and sewer infrastructure that will be required to provide service to Complainants' development.

Prepared/Sponsored by:      Terri Anderson  
   Authorized Representative of  
   ADC West Ridge, L.P. and Center for Housing Resources, Inc.

PUC DOCKET NO. 45870  
SOAH DOCKET NO. 473-16-4619.WS

FORMAL COMPLAINT OF KER-SEVA	§	BEFORE THE
LTD. AGAINST CITY OF FRISCO,	§	STATE OFFICE OF
TEXAS	§	ADMINISTRATIVE HEARINGS

ADC WEST RIDGE, L.P. AND  
CENTER FOR HOUSING RESOURCES, INC.'S RESPONSES TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
STAFF RFI NOS. 1-1 THROUGH 1-7

**STAFF RFI 1-5.** Provide all Documents submitted by the Complainants or their predecessor-in-interest to the City of Frisco in order to become a Qualified Service Applicant for service to Lot 2..

**RESPONSE:**

Please see documents enclosed herein and bates labeled ADC00050-87, ADC00276-292, ADC00428, and ADC01832-1865.

Prepared/Sponsored by:      Terri Anderson  
   Authorized Representative of  
   ADC West Ridge, L.P. and Center for Housing Resources, Inc.



**PUC DOCKET NO. 45870  
SOAH DOCKET NO. 473-16-4619.WS**

<b>FORMAL COMPLAINT OF KER-SEVA LTD. AGAINST CITY OF FRISCO, TEXAS</b>	<b>§ § §</b>	<b>BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS</b>
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**ADC WEST RIDGE, L.P. AND  
CENTER FOR HOUSING RESOURCES, INC.'S RESPONSES TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
STAFF RFI NOS. 1-1 THROUGH 1-7**

**STAFF RFI 1-6.** Provide all correspondence and accompanying Documents between the Complainants, or their predecessor-in-interest and the City of Frisco regarding the process of becoming a Qualified Service Applicant for service to Lot 2.

**RESPONSE:**

Please see the documents enclosed herein and bates labeled ADC00050-87, ADC00276-306, ADC00408-434, ADC00437-439, and ADC01832-1865.

Prepared/Sponsored by:      Terri Anderson  
   Authorized Representative of  
   ADC West Ridge, L.P. and Center for Housing Resources, Inc.

PUC DOCKET NO. 45870  
SOAH DOCKET NO. 473-16-4619.WS

FORMAL COMPLAINT OF KER-SEVA	§	BEFORE THE
LTD. AGAINST CITY OF FRISCO,	§	STATE OFFICE OF
TEXAS	§	ADMINISTRATIVE HEARINGS

ADC WEST RIDGE, L.P. AND  
CENTER FOR HOUSING RESOURCES, INC.'S RESPONSES TO  
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION  
STAFF RFI NOS. 1-1 THROUGH 1-7

STAFF RFI 1-7. Detail the specific actions that remain outstanding in order for the Complainants to become a Qualified Service Applicant for service to Lot 2.

**RESPONSE:**

Complainants are currently a Qualified Service Applicant for service to Lot 2. There are no specific actions which remain outstanding in order for Complainants to become a Qualified Service Applicant for service to Lot 2.

Prepared/Sponsored by: Terri Anderson  
Authorized Representative of  
ADC West Ridge, L.P. and Center for Housing Resources, Inc.



FOR OFFICE USE ONLY			
Account# _____	Deposit _____	Admin Fee _____	E-Billing <input type="checkbox"/>

## Commercial Water Application

Business Name: Ker-Seva Ltd.

Phone: 469-222-8885  
Office \_\_\_\_\_ Office \_\_\_\_\_ Accounts Payable \_\_\_\_\_

E-mail: jastinderjawanda@yahoo.com

Requested By: Jastinder Jawanda Phone: 469-222-8885

☐ PLEASE SIGN ME UP FOR E-BILLING. I UNDERSTAND THAT I WILL NOT RECEIVE A PAPER STATEMENT.

TYPE OF REQUEST: New Service X (Complete Section A below & include copy of Driver's License)  
(Please check only)

Disconnect Service \_\_\_\_\_ (Complete Section B below)

SECTION A

### New Service

Service Address: 9331 Westridge Blvd., McKinney, TX 75070  
Street City/State Zip Code

Billing Address: 10247 Warren Parkway, Frisco, TX 75035-6075  
Street City/State Zip Code

Tax ID: 205534220

Date to Connect (Normal Business Day): November 12, 2015

**\*\*The City of Frisco will bill you a \$1,100.00 deposit on each account which will be refunded after 24 months of good service history or upon disconnection of service. \*\*\*The City of Frisco will bill you a \$20.00 non-refundable Administrative fee on each account. A 24-hour notice is required for all new service accounts.**

SECTION B

### Disconnect Service

Service Address: \_\_\_\_\_  
Street City/State Zip Code

Forwarding Address: \_\_\_\_\_  
Street City/State Zip Code

Date to Disconnect (Normal Business Day): \_\_\_\_\_

- Each account is billed for water and sewer charges. For rate information, visit the [www.frisco.org](http://www.frisco.org).
- If you are continuing services at a commercial location, your property may already have waste services. For information about your property's waste services or to amend the existing waste services, please contact Environmental Services at (972)-292-5900.
- Waste equipment will be removed when water services is disconnected.

Jastinder Jawanda  
SIGNATURE OF CUSTOMER

November 6, 2015

DATE

**\*\*All Delinquent Accounts will be sent to a Collection Agency\*\***

Phone: **972-292-5575**

Fax: **(972) 292- 5585**

E-mail: **utilitybilling@friscotexas.gov**

☐ Directive to physician has been filed at tel #  
☐ Emergency contact number  
☐ Allergic reaction to drugs

RESTRICTIONS - NONE  
 ENDORSEMENTS: NONE  
 REV. 06/01/2007

TEXAS ROADSIDE ASSISTANCE  
 1-800-324-3555


Texas  
 DRIVER LICENSE  
 USA TX

4d DL [REDACTED] 9 Class C  
 4a ISS 06/05/2012 Exp 05/28/2018  
 1 DOB [REDACTED]  
 1 JAWANDA  
 2 JASTINDER SINGH  
 8 [REDACTED]

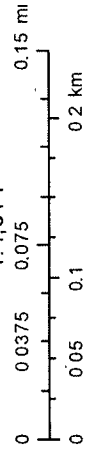
12 Restrictions NONE 13a End NONE  
 16 Hgt 6-00 15 Sex M 18 Eyes BLK  
 5 DD 10114200167026405582



November 5, 2015

 Sewer CCN Service Areas

1:4,514



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

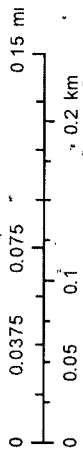
# City of Frisco Water Line CCN 11772



November 5, 2015

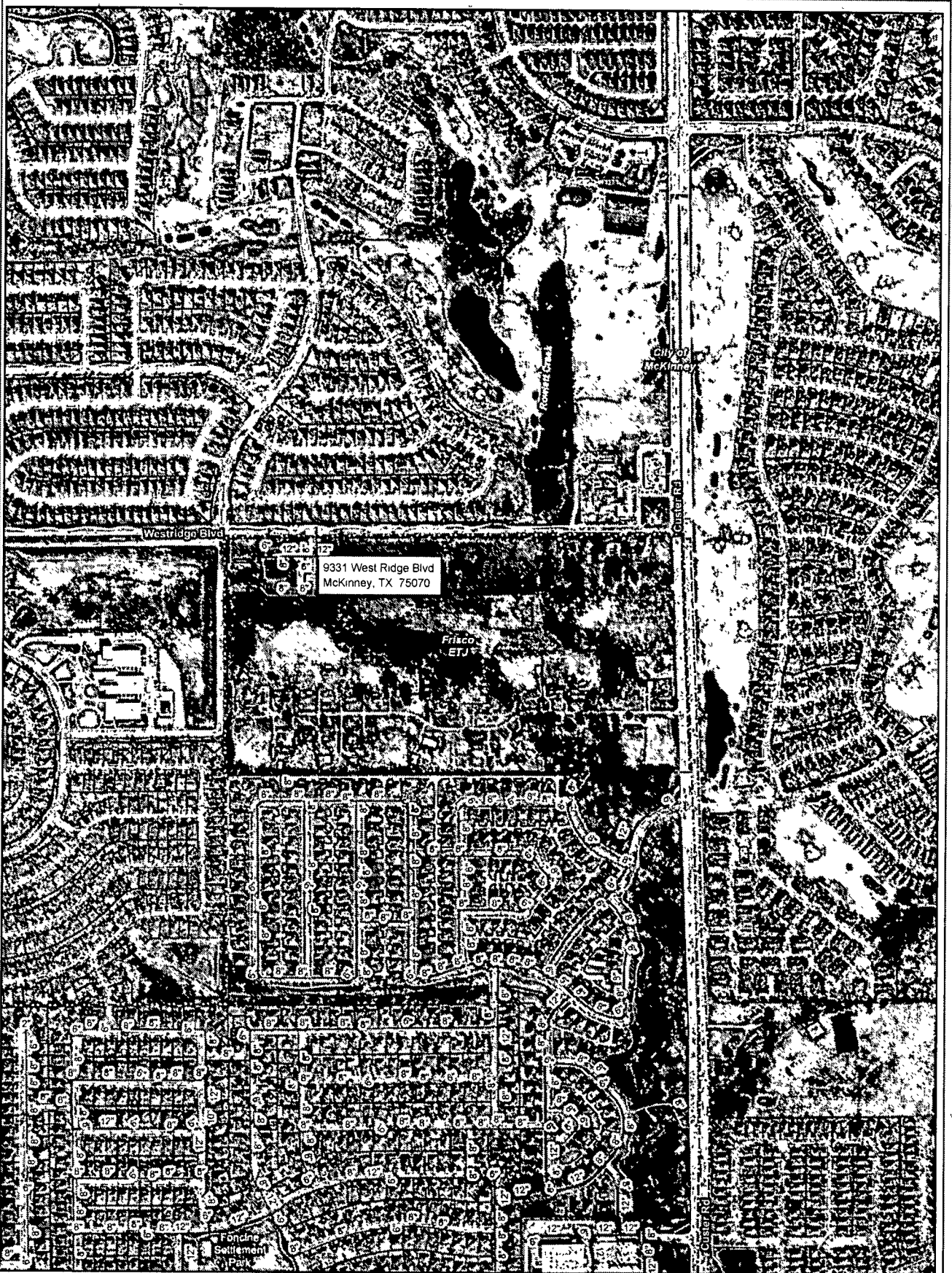
Water: CCN Service Areas

1:4,514



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

ADC00053



0 500 1,000 Feet

1 inch = 500 feet



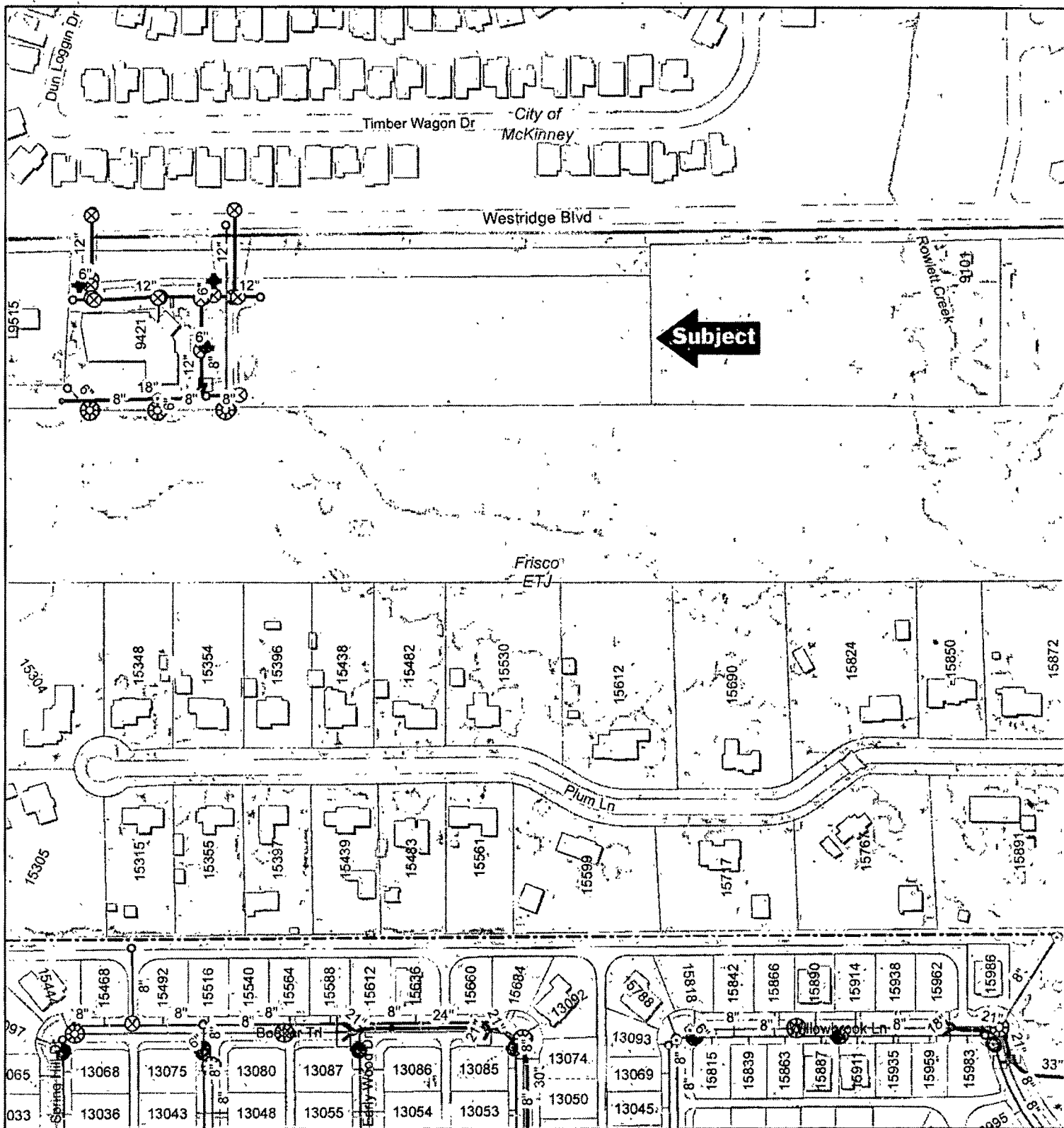
Created on: 2/16/2015

## Westridge

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ADC00054





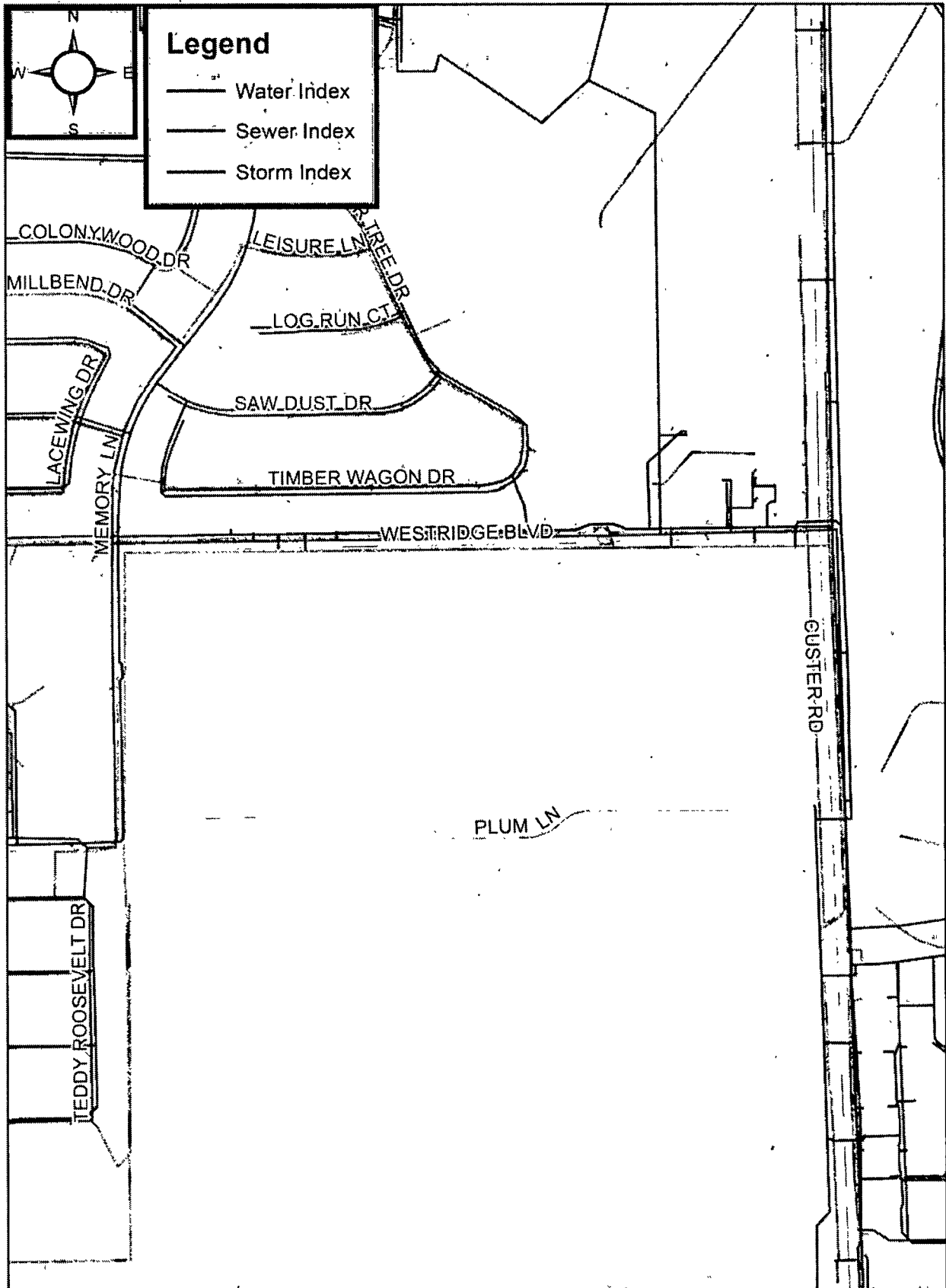
## City of Frisco



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# City of McKinney Utility Map



**RESOLUTION NO. 2011-06-\_\_\_ (R)**

**A RESOLUTION AUTHORIZING THE EXECUTION OF CLOSING DOCUMENTS PURSUANT TO A 1994 "AGREEMENT FOR THE PLANNED EXTENSION OF CITY OF MCKINNEY UTILITY SERVICE INTO THE DANVILLE WATER SUPPLY CORPORATION CERTIFICATED AREA" TO ACQUIRE THE ASSETS AND CUSTOMERS OF THE DANVILLE WATER SUPPLY CORPORATION**

**WHEREAS,** the City of McKinney and Danville Water Supply Corporation ("DWSC") have previously entered into an agreement that includes provisions requiring the City's ultimate acquisition of the DWSC system, including the entirety of its assets/liabilities; and

**WHEREAS,** a primary purpose for the agreement was the orderly acquisition and integration of the then rural water customers into the City's urban water utility system—as inevitable growth occurred; and

**WHEREAS,** the acquisition will result in single certification of the current DWSC area thereby resulting in most of McKinney's ETJ being contained within the McKinney water CCN.

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

Section 1. The City Manager is hereby authorized to take actions as necessary and to execute documents related to the acquisition of the Danville Water Supply Corporation and to resolve any outstanding debts and liabilities associated with the system.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21<sup>st</sup> DAY OF JUNE, 2011.**

CITY OF MCKINNEY, TEXAS

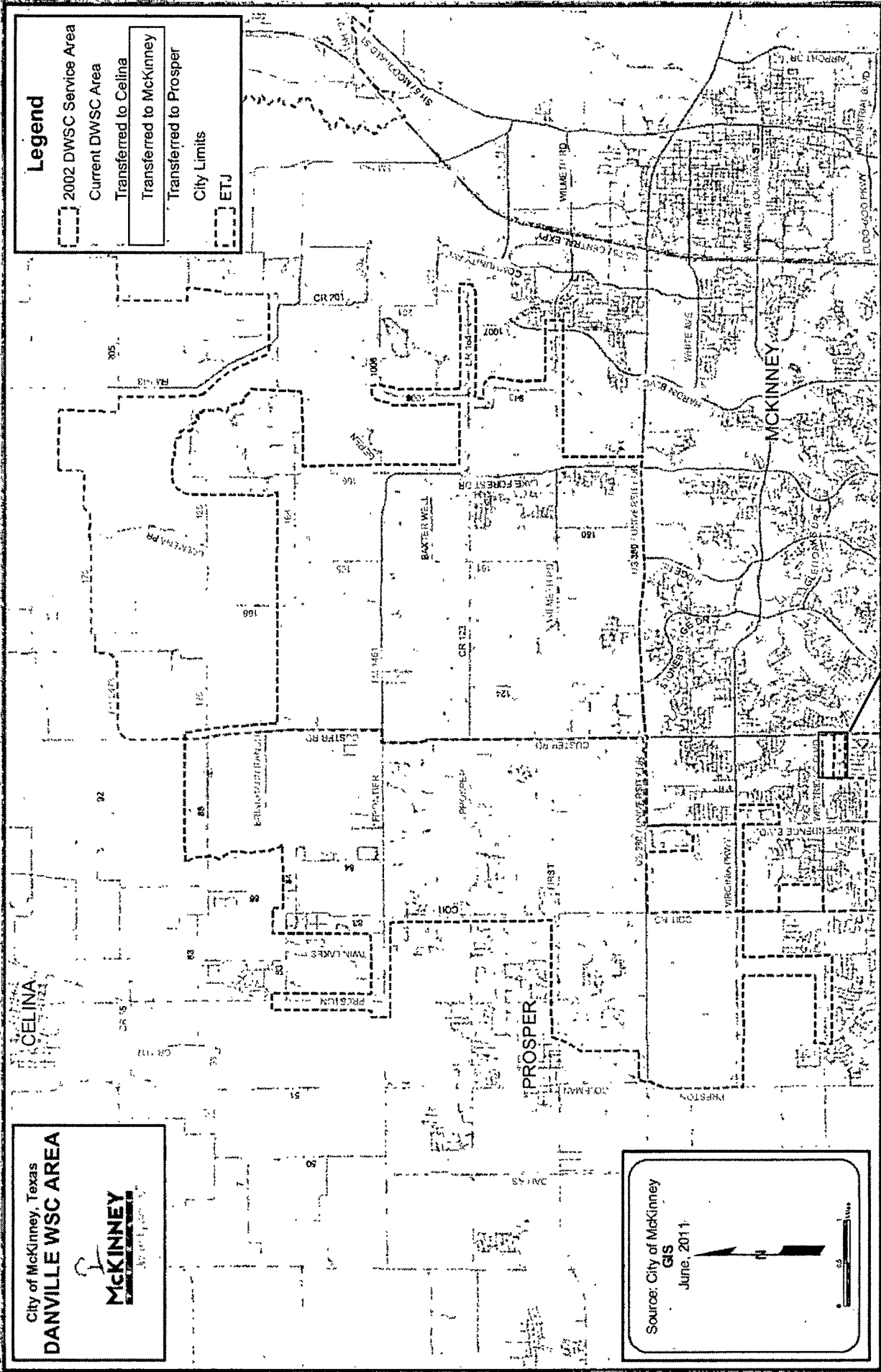
\_\_\_\_\_  
BRIAN LOUGHMILLER  
Mayor

ATTEST:

\_\_\_\_\_  
SANDY HART, TRMC, MMC  
City Secretary  
BLANCA I. GARCIA  
Assistant City Secretary

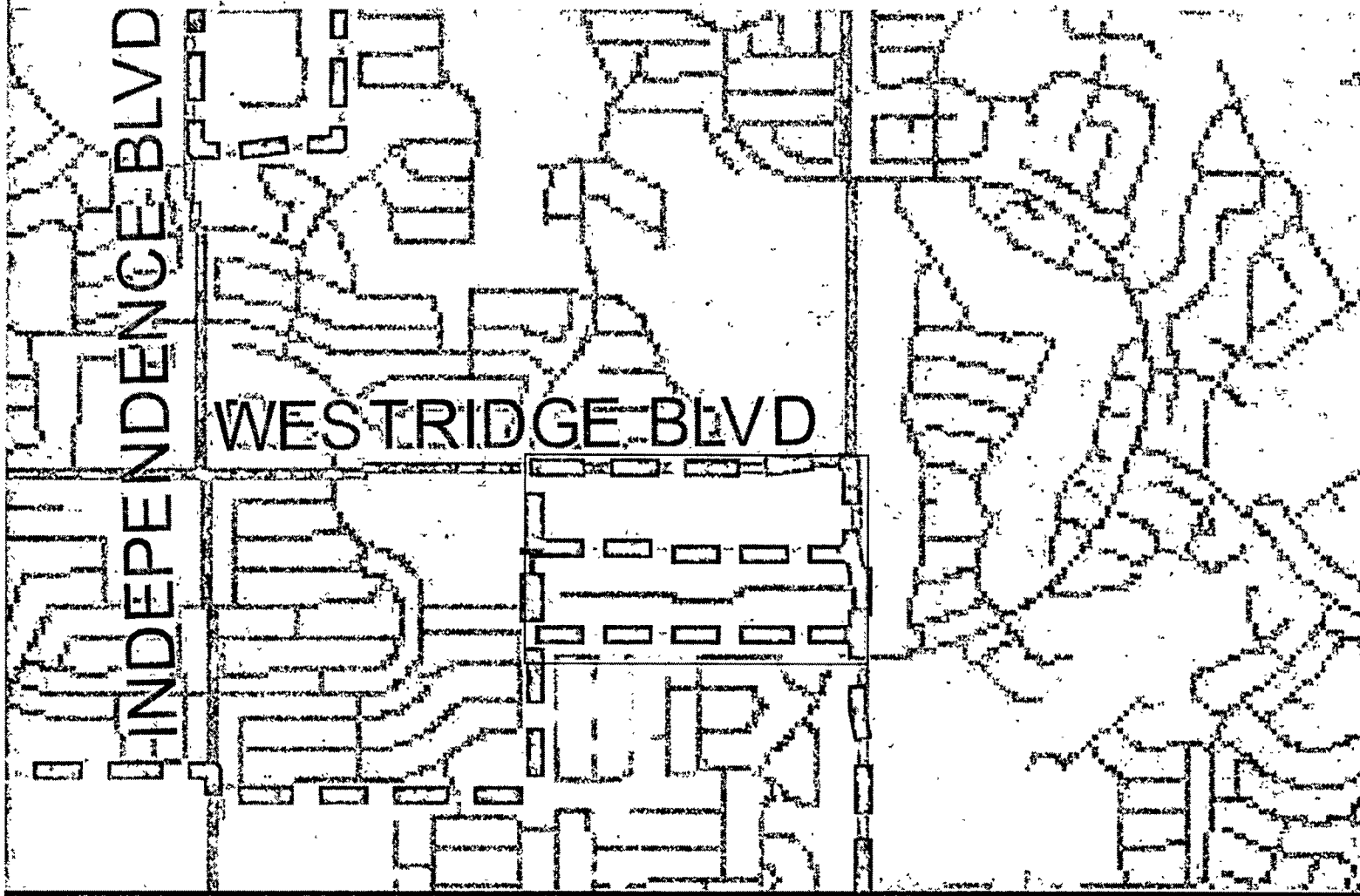
APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney



Danville Water Supply Corporation  
assets acquired by McKinney  
within the Frisco ETJ in 2011

ADC000058



any use or reliance on this map by anyone else

Buddy Garcia, *Chairman*  
Larry R. Soward, *Commissioner*  
Bryan W. Shaw, Ph.D., *Commissioner*  
Mark R. Vickery, P.G., *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

CHIEF CLERK'S OFFICE

NOV 21 AM 11:23

TEXAS  
COMMISSION  
ON ENVIRONMENTAL  
QUALITY

November 21, 2008

Ms. LaDonna Castañuela, Chief Clerk  
Office of the Chief Clerk  
Texas Commission on Environmental Quality  
P.O. Box 13087, MC-105  
Austin, Texas 78711-3087

Re: TCEQ Docket No. 2008-0063-UCR; Consideration of a request for a Commission order approving a contract designating water service areas between the City of Frisco (Frisco), Certificate of Convenience and Necessity (CCN) No. 11772, and the City of McKinney (McKinney), CCN No. 10194.

Dear Ms. Castañuela:

Transmitted herewith for filing with the Texas Commission on Environmental Quality (Commission or TCEQ) are the following items to be filed as backup materials for a commission agenda on a date to be determined, on a request for an order approving a contract designating water service areas between the City of Frisco and the City of McKinney:

1. Proposed Order;
2. Agenda Executive Summary;
3. Caption
4. Staff memo detailing financial, managerial, and technical capabilities of Frisco and McKinney to provide continuous and adequate service to the affected area;
5. Request for Commission order approving a Texas Water Code Section 13.248 agreement filed jointly by Frisco and McKinney on August 22, 2007;
6. Texas Water Code, Section 13.248 agreement between Frisco and McKinney, executed on March 9, 2007; and
7. Amended Map of the service area subject to the 13.248 agreement and consent forms signed by the parties indicating their concurrence with TCEQ's Amended Map.

Please do not hesitate to contact me at (512) 239-1088 if you have any questions regarding this material. Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in cursive script that reads "Shana L. Horton".

Shana L. Horton, Staff Attorney  
Environmental Law Division

Enclosures

20

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**AN ORDER** approving an agreement designating service areas between the City of Frisco and City of McKinney pursuant to Texas Water Code Section 13.248; TCEQ Docket No. 2008-0063-UCR.

A request for a Commission order approving a contract designating service areas between the City of Frisco (Frisco) Certificate of Convenience and Necessity (CCN) No. 11772, and the City of McKinney (McKinney), CCN No. 10194, in Collin County, Texas, was presented to the Texas Commission on Environmental Quality ("Commission") for approval pursuant to Section 13.248 of the Texas Water Code and Title 30, Section 291.117 of the Texas Administrative Code.

On August 22, 2007, the City of Frisco and the City of McKinney filed with the TCEQ an agreement (the "Agreement") regarding their respective water service areas. The Agreement addresses the transfer of the City of Frisco's authority to provide water service to approximately 696.5 acres and provides that the City of McKinney will be the sole provider of retail water service in that service area. The Agreement also addresses the transfer of the City of McKinney's authority to provide water service to approximately 1,888.5 acres and provides that the City of Frisco will be the sole provider of retail water service in that service area. The agreement transfers retail water customers within each area transferred from the city currently providing service to the city to which the area is transferred. The agreement also transfers all facilities, waterlines, easements or equipment used to provide service in the transferred areas transferred from the city currently providing service to the city to which the area is transferred. The Agreement is attached to this Order.

Contracts between retail public utilities that designate areas to be served and customers to be served by those retail public utilities, when approved by the Commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity. TEXAS WATER CODE §13.248.

The Commission held a hearing on the request at the December 10, 2008 agenda and found the request had merit.

The City of Frisco is capable of rendering continuous and adequate water service to every customer in the area transferred to it by the Agreement. The decertification of the City of McKinney's authority to provide service in that portion of the affected area, which results in City of Frisco being the sole service provider remaining in that area, is necessary for the service, accommodation, convenience, or safety of the public.

The City of McKinney is capable of rendering continuous and adequate water service to every customer in the area transferred to it by the Agreement. The decertification of the City of Frisco's authority to provide service in that portion of the affected area, which results in City of McKinney being the sole service provider remaining in that area, is necessary for the service, accommodation, convenience, or safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that:

The Agreement addressing the transfer of portions of service area between the City of Frisco's CCN No. 11772 and the City of McKinney's CCN No. 10194 and designating by whom retail water service shall be provided in those areas, is hereby approved.

CCN No. 11772 in Collin County, held by the City of Frisco, is hereby amended in accordance with the Agreement.

CCN No. 10194 in Collin County, held by the City of McKinney, is hereby amended in accordance with the Agreement.

The Executive Director is directed to redraw the maps of the respective CCNs as provided in the Agreement and as set forth on the map attached to this Order, and to amend the Commission's official water service area map for Collin County, Texas. The certificate amendment requested in this application is necessary for the service, accommodation, convenience, and safety of the public.

The Chief Clerk of the Texas Commission on Environmental Quality shall forward a copy of this Order to the parties.

If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date:

TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY

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Buddy Garcia, Chairman



# **Texas Commission on Environmental Quality**

## **INTEROFFICE MEMORANDUM**

**TO:** Texas Commission on Environmental Quality      **DATE:** November 21, 2008  
**THRU:** LaDonna Castañuela, Chief Clerk  
**FROM:** Shana Horton, Staff Attorney, Environmental Law Division  
**SUBJECT:** **TCEQ Docket No. 2008-0063-UCR.** Consideration of a request for a Commission order approving a contract designating service areas between the City of Frisco and the City of McKinney.

---

### **DESCRIPTION OF APPLICATION**

**Applicant:** City of Frisco and City of McKinney  
**Regulated Activity:** Retail water utility service  
**Type of Application:** Request for a Commission Order approving a contract  
**Commission Action:** Hearing regarding approval of the contract  
**Authority:** Texas Water Code § 13.248 and 30 Texas Administrative Code § 291.117

### **FACTUAL BACKGROUND**

The City of Frisco (Frisco), water certificate of convenience and necessity (CCN) No. 11772, and the City of McKinney (McKinney), water CCN No. 10194, provide retail water service in Collin County, Texas. The City of Frisco and City of McKinney entered into an agreement regarding their respective water service areas pursuant to section 13.248 of the Texas Water Code.

Under the agreement, Frisco will transfer 696.476 acres of its CCN area to McKinney and McKinney will transfer 1,888.48 acres of its CCN area to Frisco. The agreement transfers retail water customers within each area transferred from the city currently providing service to the city to which the area is transferred. The agreement also transfers all facilities, waterlines, easements or equipment used to provide service in the transferred areas transferred from the city currently providing service to the city to which the area is transferred.

### LEGAL AUTHORITY

The Texas Water Code prohibits a utility, a utility operated by an affected county, or a water supply corporation from rendering retail water or sewer utility service directly or indirectly to the public without first obtaining a CCN.<sup>1</sup> Conversely, a municipality is not required to obtain a CCN to provide retail water service.<sup>2</sup> However, a municipality may not provide service to areas that are outside of its corporate boundaries but within the CCN of another retail public utility without first obtaining written consent from that retail public utility.<sup>3</sup>

The Texas Water Code and TCEQ rules allow retail public utilities to enter into service area agreements and have the Commission affirm the agreements by amending the entities' respective CCNs.<sup>4</sup> A transfer of a water or sewer system that also includes the transfer of customers and/or facilities may, in some cases, also require separate Commission approval for the transfer of customers and/or facilities.<sup>5</sup>

The request to approve a 13.248 agreement is not subject to the notice provisions of section 291.106, Title 30 of the Texas Administrative Code, which apply to applications for new and amended CCNs. The Commission may approve the service area agreement pursuant to section 13.248 of the Texas Water Code with the appropriate notice under the Open Meetings Act. The Executive Director will mail notice of the hearing upon the setting of an Agenda date.

### BASIS FOR STAFF RECOMMENDATION

The following items were considered in developing the staff's recommendation:

1. Request for a Commission order approving the 13.248 agreement filed by the City of Frisco and City of McKinney on August 22, 2007 (application no. 35786-C);

<sup>1</sup> TEX. WATER CODE ANN. § 13.242(a) (Vernon 2006).

<sup>2</sup> A municipality is a "retail public utility" under section 13.002(19) of the Texas Water Code but is not a "utility" under section 13.002(23). Therefore, the section 13.242(a) requirement that a "utility" must obtain a CCN before providing retail water utility service does not apply to a municipality.

<sup>3</sup> *Id.* § 13.242(b).

<sup>4</sup> *Id.* § 13.248; 30 TEX. ADMIN. CODE § 291.117 (West 2005) (Tex. Comm'n on Env'tl. Quality, Contracts Valid and Enforceable). Section 13.248 states "[c]ontracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity."

<sup>5</sup> TEX. WATER CODE § 13.301. The section requires that some applicants also demonstrate "adequate financial, managerial, and technical capability for providing continuous and adequate service to the service area being acquired and to any areas currently certificated to the person" for the separate transaction relating to the transfer of facilities and/or customers.

2. Agreement between the City of Frisco and City of McKinney, executed on March 9, 2007;
3. Map of the service area subject to the 13.248 agreement submitted by the City of Frisco and City of McKinney;
4. Financial, Managerial, and Technical analysis of City of Frisco to operate in the affected area; and
5. Financial, Managerial, and Technical analysis of City of McKinney to operate in the affected area.

#### STAFF RECOMMENDATION

Based on the facts stated in the application and the supporting documentation submitted by the City of Frisco and City of McKinney, Staff supports the request for a Commission order approving a contract designating service areas between the City of Frisco and City of McKinney. Staff has confirmed that both parties are retail public utilities with active water CCNs and that the area the parties are seeking to transfer is either dually certificated to both parties or abuts the CCN of the entity receiving the CCN. Further, staff is satisfied that the City of Frisco and City of McKinney possess the adequate financial, managerial, and technical capability to provide continuous and adequate service to the area being transferred to each, respectively.

#### STAFF CONTACTS

Shana Horton, Environmental Law Division (239-1088)  
Heidi Graham, Water Supply Division (239-0084)

**CAPTION**  
**CITY OF FRISCO/CITY OF MCKINNEY**  
**Application No. 35786-C**

**TCEQ Docket No. 2008-0063-UCR.** Consideration of a request for a Commission order approving an agreement designating service areas between the City of Frisco (Frisco), water certificate of convenience and necessity (CCN) No. 11772, and City of McKinney (McKinney) water CCN No. 10194, in Collin County, Texas pursuant to section 13.248 of the Texas Water Code. Currently, each party holds a CCN that includes some of the area that is the subject of the agreement. Under the agreement, Frisco will transfer 696.476 acres of its CCN to McKinney and McKinney will transfer 1888.48 acres of its CCN area to Frisco. The exchange of portions of the parties' respective CCN areas will result in each city's CCN boundary more closely corresponding with the boundaries of its own corporate limits and extraterritorial jurisdiction (ETJ). The agreement transfers retail water customers within each area transferred from the city currently providing service to the city to which the area is transferred. The agreement also transfers all facilities, waterlines, easements or equipment used to provide service in the transferred areas transferred from the city currently providing service to the city to which the area is transferred. (Shana Horton, Heidi Graham)

# Texas Commission on Environmental Quality

## INTEROFFICE MEMORANDUM

To: Environmental Law Division      Date: January 23, 2008

Thru: Heidi Graham/Tammy Benter

From: Dan Smith

Subject: Contract Service Agreement Pursuant to Texas Water Code Section 13.248, from the City of Frisco, Certificate of Convenience and Necessity (CCN) No. 11772, to Transfer a Portion of CCN No. 10194 from the City of McKinney and to Transfer a Portion of CCN 11772 from the City of Frisco to the City of McKinney; CCN No. 10194, in Collin County; Application No. 35786-C

CN: 600245526; RN: 101430437 (City of Frisco)  
CN: 600437867; RN: 101414647 (City of McKinney)

In my opinion, the Cities of Frisco and McKinney have demonstrated adequate financial, managerial and technical capability to provide service to the areas contracted for transfer.

Signed: Dan Smith      Date: January 18, 2008

The Cities of Frisco and McKinney have entered an agreement March 9, 2007 for exchange of two areas totaling 1,887 acres going to Frisco and one area of 698 acres going to McKinney, to be generally coterminous with their current city limits and extraterritorial jurisdictions. There is no indication of numbers of existing customers. Frisco provides service to about 30,000 customers and is ranked superior. McKinney has about 36,000 connections and is also ranked superior.

I have reviewed an unqualified opinion audit for the City of Frisco for the fiscal year ended 9/30/06. The balance sheet shows utility fund total assets of \$271.2 mil., long-term liabilities of \$91.7 mil., and net assets (equity) of \$167.3 mil., for a debt-to-equity ratio of .55:1. The debt-to-equity ratio of both general fund and business-type activities is .69:1.

The statement of revenues and expenses for Frisco utility operations showed a net income before capital contributions of \$4.7 mil. after covering depreciation

Cities of Frisco and McKinney – Exchange of CCN Areas by Chapter 13.248  
Financial and Managerial Capability Analysis  
Page 2

expense of \$6.6 mil. and interest expense of \$3.3 mil. So cash available for debt service totaled \$14.6 mil. while required debt service was \$8.3 mil. The debt service coverage ratio was 1.76:1.

I also have reviewed an unqualified opinion audit for the City of McKinney for the fiscal year ended 9/30/06. The balance sheet shows utility fund total assets of \$269.7 mil., long-term liabilities of \$60.5 mil., and net assets (equity) of \$199.3 mil., for a debt-to-equity ratio of .30:1. The debt-to-equity ratio of both general fund and business-type activities is .37:1.

The statement of revenues and expenses for Frisco utility operations showed a net income before capital contributions and transfers, of \$11.9 mil. after covering depreciation expense of \$4.2 mil. and interest expense of \$2.4 mil. So cash available for debt service totaled \$18.5 mil. while required debt service was \$6.0 mil. The debt service coverage ratio was 3.1:1.

Neither city has any pending enforcement actions in the database.

This information supports a finding of adequate financial and managerial capability to provide service to the area requested.

H16-rpp  
KS-maggi

# Bickerstaff Heath Delgado Acosta LLP

816 Congress Avenue

Suite 1700

Austin, Texas 78701

(512) 472-8021

Fax (512) 320-5638

www.bickerstaff.com

August 21, 2007

Via Messenger

Tammy Benter  
Utilities & Districts Section  
Water Permits & Resource Management Division  
Texas Commission on Environmental Quality  
12100 Park 35 Circle  
Building F, Room 31050  
Austin, Texas 78711-3087

RECEIVED  
AUG 23 2007  
TEXAS COMMISSION  
ON ENVIRONMENTAL QUALITY  
2:57 PM

RE: Texas Water Code § 13.248 Agreement between the City of McKinney (CCN No. 10194) and the City of Frisco (CCN No. 11772).

Dear Ms. Benter:

Please find enclosed four copies of the March 9, 2007 Transfer Retail Water Utility Service Area Agreement ("March 9, 2007 Agreement") between the City of McKinney (McKinney) and the City of Frisco (Frisco) concerning water service territory in Collin County, Texas. Also, please find four copies of the map identifying the areas to be transferred and four CDs with the electronic data that is used to create the map.

The Agreement designates territory between Frisco, which holds Water Certificate of Convenience and Necessity (CCN) No. 11772, and McKinney, which holds Water CCN No. 10194. The March 9, 2007 Agreement provides for the transfer of territory identified on the attached map.

In accordance with 30 TEX. ADMIN. CODE § 291.117, McKinney and Frisco respectfully request that the March 9, 2007 Agreement between them be noticed for and set on Texas Commission on Environmental Quality agenda so that the March 9, 2007 Agreement may be considered and incorporated into the appropriate areas of public convenience and necessity, as set forth in Texas Water Code § 13.248.

As required by Texas Water Code § 5.701, please find enclosed a \$100 filing fee. If you have any questions or comments, please do not hesitate to call me at 512-472-8021 or Art Rodriguez at 512-930-1317. Thank you for your attention to this matter.

Sincerely,

*Emily W. Rogers*  
Emily W. Rogers

30

Tammy Bentler  
August 21, 2007  
Page 2

cc. Mark Houser, City Attorney, City of McKinney  
Jack Carr, City Engineer, City of McKinney  
Art Rodriguez, Attorney for City of Frisco  
George Purefoy, City Manager, City of Frisco  
Henry Hill, Deputy City Manager, City of Frisco



RECEIVED  
MAR 22 2007  
City Secretary's Office

TRANSFER RETAIL WATER UTILITY SERVICE AREA  
AGREEMENT

STATE OF TEXAS           §  
                                  §  
COUNTY OF COLLIN      §

THIS AGREEMENT to Transfer Retail Water Utility Service Area is made and entered into on this the 9<sup>th</sup> day of March, 2007 (the "Effective Date"), by and between the City of Frisco, Texas (hereinafter "Frisco"), and the City of McKinney, Texas (hereinafter "McKinney"). Frisco and McKinney may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Frisco is a Texas municipal corporation which holds Certificate of Convenience and Necessity ("CCN") No. 11772 and owns water facilities, transmission lines and distribution lines in Collin and Denton Counties in and around McKinney, and provides retail water utility service to customers within its certificated service area;

WHEREAS, McKinney is a Texas municipal corporation which holds CCN No. 10194 and owns water facilities, transmission lines and distribution lines in Collin County in and around Frisco, and provides retail water utility service to customers within its certificated service area;

WHEREAS, McKinney desires to decertify certain CCN area within Frisco's city limits and extraterritorial jurisdiction ("ETJ"), and Frisco desires to certificate said CCN service area as more precisely defined later in this Agreement;

WHEREAS, Frisco desires to decertify certain CCN area within McKinney's city limits and ETJ, including an area subject to a municipal boundary dispute between Frisco and McKinney located generally along the southernmost border of the Custer West development, and McKinney desires to certificate said CCN service area as more precisely defined later in this Agreement;

WHEREAS, Frisco and McKinney desire to continue discussions outside of this Agreement regarding the municipal boundary dispute;

WHEREAS, Frisco and McKinney desire to amend their respective CCNs to be generally coterminous with their current city limits and ETJs.

NOW, THEREFORE, for and in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, Frisco and McKinney agree as follows:

### TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, by their representatives affixing signatures below, Frisco and McKinney agree as follows:

- (1) Frisco Transfer Area. The water utility service area to be transferred to Frisco is specifically identified as the cross-hatched area on the attached map, attached hereto and incorporated herein for all purposes as Exhibit A attached hereto and incorporated herein for all purposes, and designated herein as the "Frisco Transfer Area."
- (2) Transfer to Frisco. Frisco and McKinney agree that, after the Transfer Effective Date, Frisco shall have the sole right to provide retail water service within the Frisco Transfer Area, and McKinney will have no further obligation or right to provide water service to any existing or future customers in the Frisco Transfer Area, except as may be agreed by the Parties in writing.
- (3) Current Customers in Frisco Transfer Area. All current retail water customers of McKinney and any customers added between the date of this Agreement and the Transfer Effective Date whose place of use of water is located within the Frisco Transfer Area will, after the Transfer Effective Date, become customers of Frisco.
- (4) Facilities and Waterlines in Frisco Transfer Area. All facilities, waterlines, easements, or equipment belonging to McKinney used to provide service in the Frisco Transfer Area shall be transferred to Frisco by this Agreement. To the extent McKinney has facilities, waterlines, easements, or equipment belonging to McKinney in the Frisco Transfer Area that are not used to serve the area, but are used to provide service to McKinney's service territory, those facilities, waterlines, easements, or equipment shall not be transferred.
- (5) Temporary Service. Should it be necessary for Frisco to provide retail water service to the Frisco Transfer Area following execution of the Agreement by the Parties, but prior to approval of the CCN transfer by the TCEQ, the Parties agree that Frisco shall be entitled to provide temporary water service to the Frisco Transfer Area. All revenue, fees, charges, or other monies collected by Frisco during the period of temporary service shall inure to Frisco's benefit.
- (6) McKinney Transfer Area. The water utility service area to be transferred to McKinney is specifically identified as the cross-hatched area on the attached map, attached hereto and incorporated herein for all purposes as Exhibit A, attached hereto and incorporated herein for all purposes, and designated herein as the "McKinney Transfer Area."

Transfer of Retail Water Utility Service Area  
City of Frisco and City of McKinney

- (7) Transfer to McKinney. Frisco and McKinney agree that, after the Transfer Effective Date, McKinney shall have the sole right to provide retail water service within the McKinney Transfer Area, and Frisco will have no further obligation or right to provide water service to any existing or future customers in the McKinney Transfer Area, except as may be agreed by the Parties in writing.
- (8) Current Customers in McKinney Transfer Area. All current retail water customers of Frisco and any customers added between the date of this Agreement and the Transfer Effective Date whose place of use of water is located within the McKinney Transfer Area will, after the Transfer Effective Date, become customers of McKinney.
- (9) Facilities and Waterlines in the McKinney Transfer Area. All facilities, waterlines, easements, or equipment belonging to Frisco used to provide service in the McKinney Transfer Area shall be transferred to McKinney by this Agreement. To the extent Frisco has facilities, waterlines, easements, or equipment belonging to Frisco in the McKinney Transfer Area that are not used to serve the area, but are used to provide service to Frisco's service territory, those facilities, waterlines, easements, or equipment shall not be transferred.
- (10) Service by McKinney to the Transfer Area. McKinney currently provides retail water service to the McKinney Transfer Area, and the Parties agree that McKinney shall be entitled to continue to provide temporary water service to the McKinney Transfer Area. All revenue, fees, charges, or other monies collected by McKinney during the period of temporary service shall inure to McKinney's benefit.
- (11) Transfer and Amendment of CCNs. Frisco and McKinney shall each file appropriate applications with the Texas Commission on Environmental Quality ("TCEQ") to formally transfer the Transfer Areas from McKinney's CCN to Frisco's CCN and from Frisco's CCN to McKinney's CCN. Frisco and McKinney shall endeavor to obtain TCEQ approval of the CCN transfers contemplated herein in an expeditious manner and will support and cooperate with each other and the TCEQ to accomplish this goal. The Parties shall file the necessary application to transfer the CCNs by December 31, 2007. The Parties shall make all reasonable efforts to file the applications simultaneously with the TCEQ. Each Party shall bear their own costs associated with preparing and filing the CCN applications and the pursuit of regulatory approvals.

Transfer of Retail Water Utility Service Area  
City of Frisco and City of McKinney

- (12) Transfer of Customers. Frisco and McKinney shall cooperate in providing notice of the transfer to customers located within the Transfer Area, if any. McKinney shall be entitled to receive all water utility service revenues and fees for water utility services rendered by McKinney prior to the execution date of the Agreement, unless otherwise contracted. Frisco shall be entitled to receive all water utility service revenues and fees for water utility services rendered by Frisco prior to the execution date of the Agreement, unless otherwise contracted. The Parties shall transfer all customers within 90 days after the issuance date of the TCEQ order approving the transfer.
- (13) Effective Dates. This Agreement is effective and enforceable as between Frisco and McKinney following execution by both parties. The transfer of the Transfer Areas to the other Party is effective and enforceable upon notice of the intended date of transfer of the retail water service (the "Transfer Effective Date").
- (14) Filing of Agreement. After Execution of the Agreement by the Parties, a copy of the Agreement shall be filed with the TCEQ.
- (15) Section 13.248. This Agreement shall be construed and interpreted in accordance with Section 13.248 of the Texas Water Code.

MISCELLANEOUS

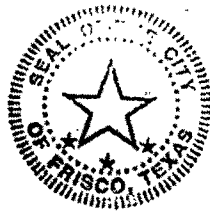
- (16) Applicable Texas Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
- (17) Performance. The obligations and undertakings of each of the parties to this Agreement shall be performed in Collin County, Texas. Except for matters within the jurisdiction of the TCEQ (or its successor), the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Collin County, Texas.
- (18) Entire Agreement. This Agreement contains the entire agreement of Frisco and McKinney with respect to the subject matter of the Agreement. No Agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.
- (19) Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.

Transfer of Retail Water Utility Service Area  
City of Frisco and City of McKinney

- (20) Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
- (21) Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (22) Attorney's Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement, or to interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing Party, general or special, at law or in equity, to which the prevailing Party may show itself justly entitled as provided by Texas Local Government Code § 271.159.
- (23) Covenant of Authority. The respective signatories to this Agreement covenant that they are fully authorized to sign this Agreement on behalf of their respective party.

IN WITNESS WHEREOF, EXECUTED by the City of Frisco and the City of McKinney under the authority of their respective governing bodies in Duplicate Originals on the dates indicated below.

CITY OF FRISCO



BY: George R. Ruffolo Mayor City Manager  
Date: 3/9/07

ATTEST:

E. Borrero for Dan Parker  
City Secretary

Transfer of Retail Water Utility Service Area  
City of Frisco and City of McKinney

CITY OF MCKINNEY

BY: Lawrence W. Robinson  
Lawrence W. Robinson,  
by Regie Neff, Assistant City  
Manager and authorized signatory

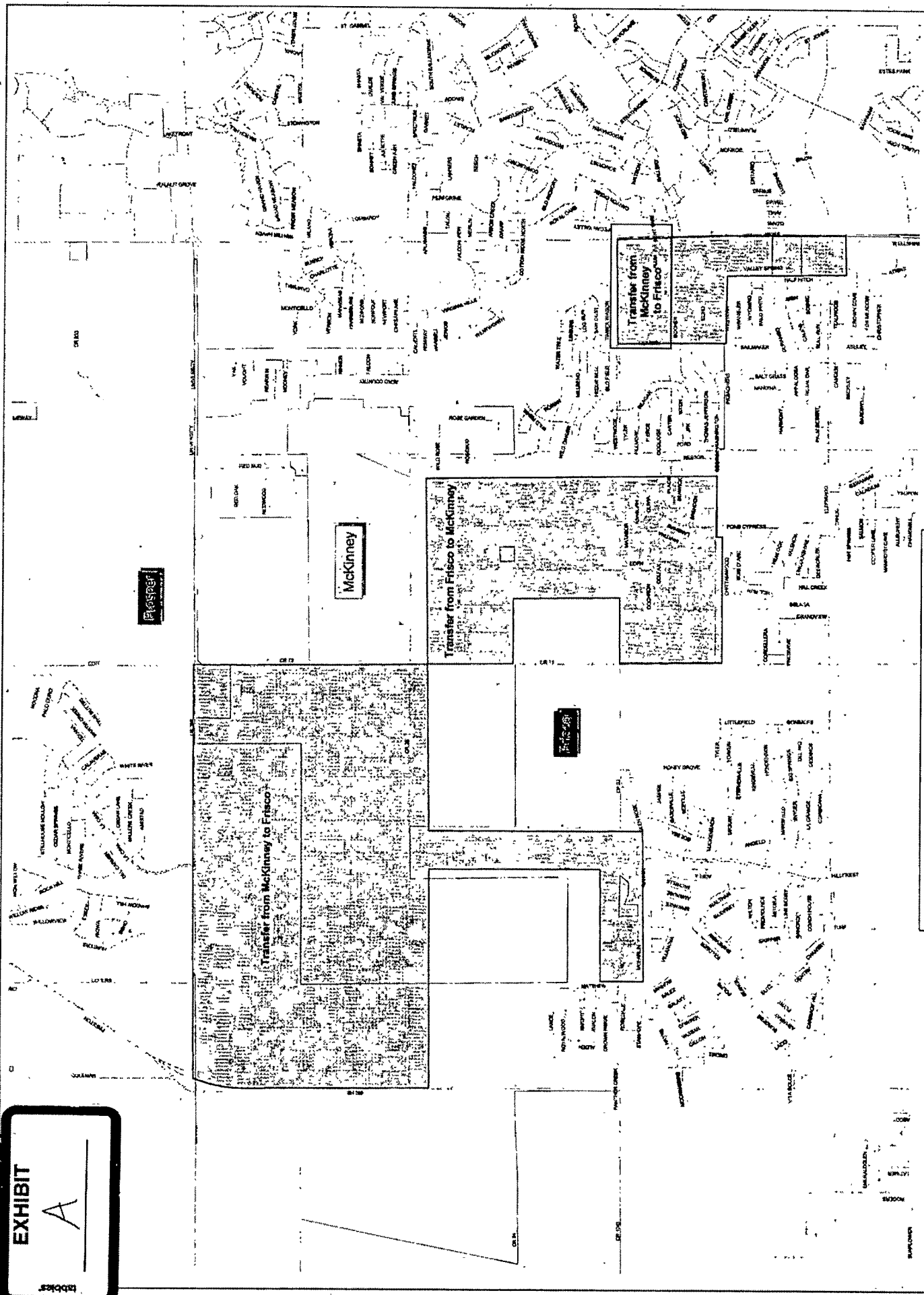
Date: \_\_\_\_\_

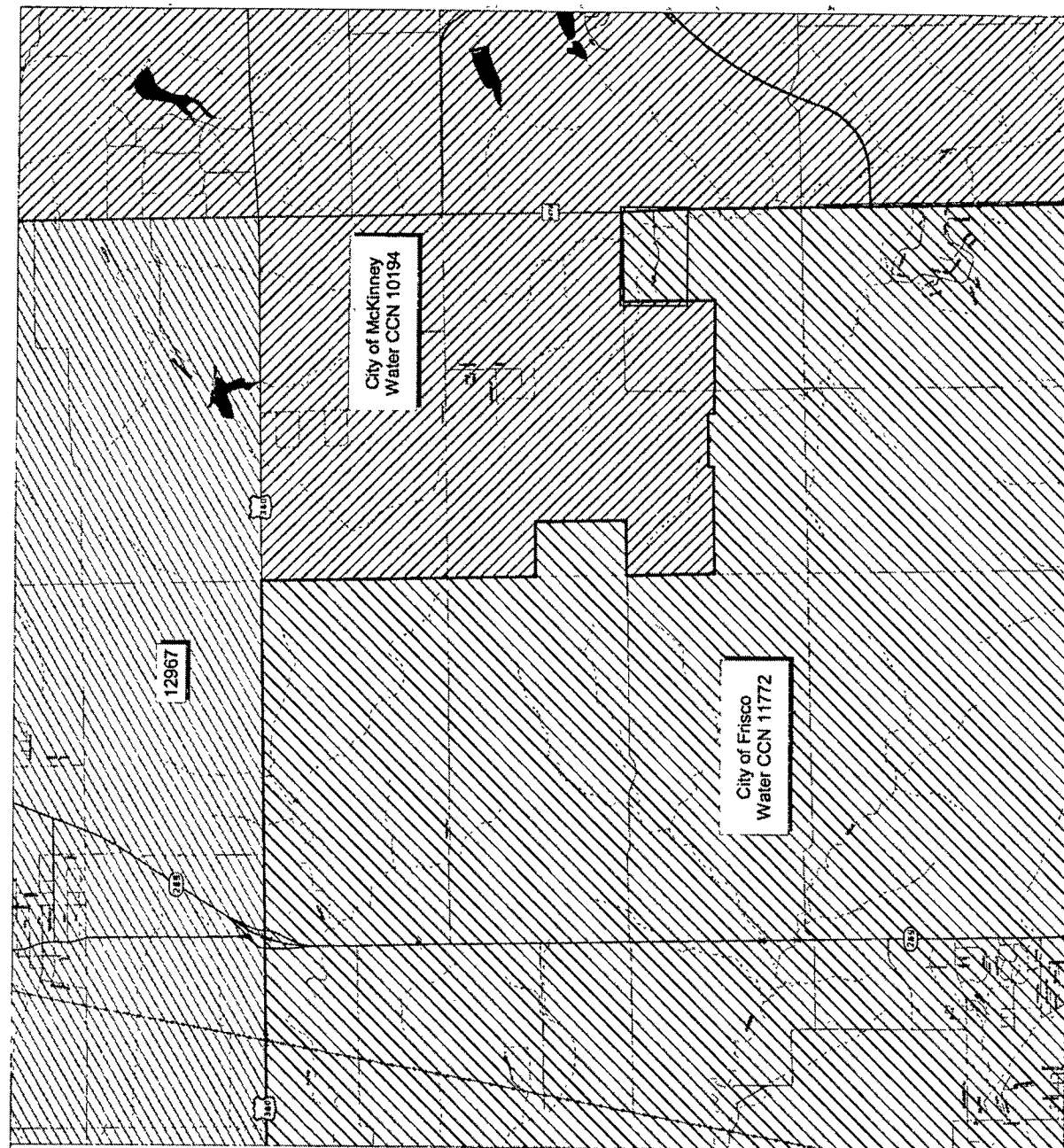
ATTEST:

Sandy Hart 3/20/17  
City Secretary



# **EXHIBIT** **A**





City of Frisco / City of McKinney 13,248 Agreement  
 Portion of Water CCN Service Areas  
 Application No. 35786-C (Contract Services Agreement  
 from the City of Frisco, CCN No. 11772  
 to Transfer a Portion of City of McKinney, CCN No. 10194  
 and from the City of McKinney, CCN No. 10194  
 to Transfer a Portion of the City of Frisco, CCN No. 11772  
 in Collin County)



Water CCN Service Areas  
 11772 - CITY OF FRISCO  
 10194 - CITY OF MCKINNEY  
 12967 - CITY OF PROSPER  
 Areas Transferred  
 Frisco to McKinney  
 McKinney to Frisco



Map by S. Jester 4/2/2008  
 Data by: C:\gis\project\map\frisco\frisco\frisco.mxd  
 Project path: C:\gis\project\map\frisco\frisco.mxd



### CONSENT FORM

Applicant's Name: City of Frisco/City of McKinney 13.248 Agreement  
Application No.: 35786-C

- ☒ I concur with the map created 4/3/2008 as a result of the above mentioned application.
- ☐ I do not concur with the map created 4/3/2008 and intend to respond by letter dated \_\_\_\_\_.

I am authorized by the City of McKinney, to sign this form.

Signature:   
by Rick Chappin, Assistant City  
Manager and authorized signatory

Printed Name: FRANK RAGAN

Relationship to Applicant: CITY MANAGER

Date signed: 4-14-08

Mail to or fax to:  
Heidi Graham  
Utilities & Districts Section, MC 153  
Water Supply Division  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, TX 78711-3087  
Fax (512) 239-6972

**CONSENT FORM**

Applicant's Name: City of Frisco/City of McKinney 13.248 Agreement  
Application No.: 35786-C

- ☒ I concur with the map created 4/3/2008 as a result of the above mentioned application.
- ☐ I do not concur with the map created 4/3/2008 and intend to respond by letter dated \_\_\_\_\_.

I am authorized by the City of Frisco, to sign this form.

Signature: George Purefoy

Printed Name: GEORGE PUREFOY

Relationship to Applicant: CITY MANAGER

Date signed: 4/7/08

Mail to or fax to:  
Heidi Graham  
Utilities & Districts Section, MC 153  
Water Supply Division  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, TX 78711-3087  
Fax (512) 239-6972

RECEIVED  
TCEQ  
WATER SUPPLY DIV.  
2008 APR 18 PM 1 08

41



FOR OFFICE USE ONLY			
Account#	Deposit	Admin Fee	E-Billing <input type="checkbox"/>

## Commercial Water Application

Business Name: ADC West Ridge, LP / West Ridge Villas

Phone: 972.567.4630  
Office Office Accounts Payable

E-mail: TERRI - L - ANDERSON @msn.com

Requested By: \_\_\_\_\_ Phone: 972.567.4630

☐ PLEASE SIGN ME UP FOR E-BILLING. I UNDERSTAND THAT I WILL NOT RECEIVE A PAPER STATEMENT.

TYPE OF REQUEST: **New Service** X sewer & water 132 unit apt. complex  
(Please check one) (Complete Section A below & include copy of Driver's License)

**Disconnect Service** \_\_\_\_\_ (Complete Section B below)

### New Service

Service Address: 9331 Westridge Blvd. McKinney, TX 75070  
Street City/State Zip Code

Billing Address: PO Box 1850 Coppell, TX 75019  
Street City/State Zip Code

Tax ID: 36-4820457

Date to Connect (Normal Business Day): June 14, 2016

\*\*The City of Frisco will bill you a \$1,100.00 deposit on each account which will be refunded after 24 months of good service history or upon disconnection of service. \*\*\*The City of Frisco will bill you a \$20.00 non-refundable Administrative fee on each account. A 24-hour notice is required for all new service accounts.

### Disconnect Service

Service Address: \_\_\_\_\_  
Street City/State Zip Code

Forwarding Address: \_\_\_\_\_  
Street City/State Zip Code

Date to Disconnect (Normal Business Day): \_\_\_\_\_

- Each account is billed for water and sewer charges. For rate information, visit the [Utility Billing website](#).
- If you are continuing services at a commercial location, your property may already have waste services. For information about your property's waste services or to amend the existing waste services, please contact Environmental Services at (972)-292-5900.
- Waste equipment will be removed when water services is disconnected:

CHR West Ridge Villas, LLC  
By: Center For Housing Resources, Inc. June 10, 2016  
SIGNATURE OF CUSTOMER DATE  
By: Spencer D. Whallon, Chairperson

**\*\* All Delinquent Accounts will be sent to a Collection Agency \*\***

Phone: 972-292-5575

Fax: (972) 292- 5585

E-mail: [utilitybilling@friscotexas.gov](mailto:utilitybilling@friscotexas.gov)

ADC00082

**Texas** **DRIVER LICENSE** USA TX

DL [REDACTED] Class **C**  
12/04/2012 11/24/2018  
DOB [REDACTED]  
ANDERSON  
TERRIL  
[REDACTED]  
12 Restrictions **A** 14 End **NONE**  
16 Hgt **5-09** 15 Sex **F** 18 Eyes **HAZ**  
5 DD 16619281025044795477

*Terril Anderson*

**COLLIN COUNTY DEVELOPMENT SERVICES**  
825 N. McDonald St., Ste. 170

McKinney, Texas 75069  
(972)548-5585

Application Number . . . . . 15-00002157 Date 3/23/16  
Property Address . . . . . 9331 (MCKINNEY) WESTRIDGE BLVD.  
TAX ID NUMBER . . . . .  
Old Address . . . . .  
Application type description . . . . . COMMERCIAL OTHER  
Subdivision Name . . . . .  
Application valuation . . . . . 0

Owner Contractor  
ADC WEST RIDGE, LP KMA CONSTRUCTION, LP  
PO BOX 1850 16800 WESTGROVE DRIVE  
COPPELL SUITE 300  
(972) 567-4630 TX 75019 ADDISON TX 75001  
(214) 978-0177

Structure Information 000 000 APARTMENT CPLX - LEASE OFFICE/132 UNITS  
Construction Type . . . . . \*\*NEEDS TO BE ENTERED\*\*  
Occupancy Type . . . . . RESIDENTIAL - MULTIPLE FA  
Flood Zone . . . . . FLOOD ZONE A  
Other struct info . . . . .  
DEED FILED Y  
RECORDED ABST. PLOT FILED Y  
SURVEY FILED Y  
PLOT LOCATION FILED Y  
BIDD PLANS FILED Y  
\*ERROR\* NA  
OSSF SITE EVAL. FILED NC  
OSSF DESIGN FILED NO  
OSSF AFFID FILED NO  
OSSF SVC. CONTR. NO  
FIREPLACE (Y,N) NA  
LOG LIGHTER (Y,N) NA  
HEATING (ELEC/LP) LP  
HOT WATER (E/LP) LP  
\*ELECTRICAL COMPANY TED  
\*CITY NO  
\*ETJ FRISCO  
\*FIRE DISTRICT TED

Permit . . . . . COMMERCIAL BUILDING  
Additional desc . . . . . APARTMENTS-LEASE OF./132 UNITS  
Permit Fee . . . . . 35284.00  
Issue Date . . . . . 2/22/16 Valuation . . . . . 0  
Expiration Date . . . . . 8/20/16

Qty	Unit Charge	Per	Extension
175070.00	.2000	BASE FEE	250.00
		COMMERCIAL	35014.00

**Special Notes and Comments**

Lease Office - 3,941 sq ft  
132 Apartment Units - 171,129 sq ft  
total

Collin County accepts the January 22nd, 2016 certification of no adverse impact, prepared by Jill Trevino, PE, CFM, engineer for the developer, that relates to flood plain development and off-site drainage, and the findings contained therein. To the extent there is any adverse impact to offsite owners from stormwater originating at the site, Collin County is not responsible therefor.

**Applicable Codes:**

THE MOST CURRENT VERSIONS OF THE FOLLOWING CODES WILL HAVE TO BE FOLLOWED IN THE CONSTRUCTION AND OPERATION OF YOUR PROJECT:

INTERNATIONAL FIRE CODE INTERNATIONAL BUILDING CODE  
INTERNATIONAL PLUMBING CODE INTERNATIONAL MECHANICAL CODE  
INTERNATIONAL FIRE CODE (NFPA) NATIONAL ELECTRIC CODE  
\*\*It is illegal to run 2+ water services off of 1 water

MUST have Permit Location Card posted along with 911 Rural Address posted VISIBLE from roadway or inspection WILL NOT be performed.

COLLIN COUNTY DEVELOPMENT SERVICES  
825 W. McDonald St., Ste. 170

McKinney, Texas 75069  
(972)548-5585

Application Number . . . . . 15-00002157

Page 2  
Date 3/23/16

**Special Notes and Comments**

meter. You must verify that the water connection you have made/will make to a water purveyor's meter is a legal and approved connection. If there is evidence of an illegal water meter connection at the time of final inspection, the inspection will be failed and will not pass until approval is issued from the water purveyor (in writing) and a copy submitted to Development Services. \*\*

Absolutely NO plumbing or electrical work shall be covered before being inspected and approved by a Collin County Inspector for Code compliance - NO EXCEPTIONS\*\*

YOU WERE GIVEN A LETTER FROM THE COLLIN COUNTY FIRE MARSHAL DATED 12/02/2015. THIS LETTER DETAILS ADDITIONAL COMPLIANCE ISSUES FOR YOUR SPECIFIC OCCUPANCY TYPE. IF YOU DID NOT RECEIVE THE LETTER OR IF YOU HAVE ANY QUESTIONS, PLEASE CALL OUR OFFICE AT 972-548-5585.

\*\*\*\*\*

Every commercial building permit issued shall become invalid unless the work on the site authorized by such is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time of work is commenced. Collin County is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

See Development Services' Plan Review and Fire Marshall's office Plan Review for further needs and/or requirements regarding construction of the building.

\*\*\*Notice\*\*\* This permit is applicable only to the inspection of the electrical components of ANY signs associated with this permit. Approval of this permit in no way suggests that the sign location has been approved or that erection of any sign is permitted at this location.

**Signage:**

Property owner and/or sign owner has the responsibility to verify that any sign erected under this commercial permit is either not within any city's Extra-Territorial jurisdiction (ETJ) or, if in a city's ETJ, that the sign is in compliance with all of the applicable municipality and/or TxDOT regulations (TxDOT regulations may be in effect whether in ETJ or not in ETJ). Property owner and/or building owner has the responsibility to verify that any new construction (including non-electrical signage) is either not within any city's ETJ or, if in a city's ETJ, that any construction is in compliance with all of the applicable municipal ordinances and any other regulations which may be in effect in the ETJ of that municipality. If a sign is constructed and/or placed in violation of any regulations - the sign must be promptly removed at sign owner's expense in addition to any fines that might be levied.

**Use of Groundwater:**

IN THIS PERMIT INVOLVES A WATER WELL. THE APPLICANT MUST CONTACT THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT AT 855-426-4433 TO REGISTER AND/OR PERMIT THE WELL.

**OFF-SITE SEWAGE UTILITY SERVICE:**

THIS STRUCTURE DOES NOT UTILIZE AN OSSF (ON-SITE SEWAGE FACILITY) FOR WASTEWATER DISPOSAL. Applicant intends to connect to municipal water and wastewater lines. No final plumbing fixture inspection or Certificate of Occupancy will be issued until final connection is made to an approved, municipal wastewater system.

MUST have Permit Location Card posted along with 911 Rural Address posted VISIBLE from roadway or inspection WILL NOT be performed.

COLLIN COUNTY DEVELOPMENT SERVICES  
825 N. McDonald St., Ste. 170

McKinney, Texas 75069  
(972)543-5585

Application Number . . . . . 15-00002157

Page 3  
Date 3/23/16

Special Notes and Comments

MISCELLANEOUS:

\*\*\*\*\*You MUST have this permit number available when\*\*\*\*\*

\*\*\*\*\*scheduling inspections - NO INSPECTION WILL

\*\*\*\*\*SCHEDULED WITHOUT PERMIT NUMBER \*\*\*\*\*

\*\*\*\*\*NOTE: IF YOU ARE LOCATED WITHIN THE ETJ (EXTRA  
TERRITORIAL JURISDICTION) OF ANY CITY, IT IS YOUR  
RESPONSIBILITY TO CHECK WITH THAT CITY TO FIND OUT IF THERE  
ARE ANY ADDITIONAL REQUIREMENTS BY THAT CITY PERTAINING TO  
YOUR PROJECT.

\*\*\*\*\*NOTE: During any inspection, the Inspector will ONLY  
note the first five (5) failing code items. Once an  
Inspector has identified five (5) failing items, the  
inspection will cease at that time and no further items  
will be inspected. Those failing items and any other  
situations contrary to adopted codes must be corrected for  
any re-inspection. A failed re-inspection will result in a  
penalty fee. IF THIS IS YOUR FIRST PROJECT IN COLLIN  
COUNTY, PLEASE SCHEDULE A MEETING WITH AN INSPECTOR PRIOR  
TO BEGINNING YOUR PROJECT TO AVOID ANY PROJECT DELAYS  
AND/OR FEES.\*\*\*

OWNER CERTIFICATION:

I certify that I am the property owner or the property  
owner's agent and that I have received, read and understand  
all "Special Notes and Comments"/permit requirements and I  
understand that this printed permit must be presented to  
the property owner),

Signature \_\_\_\_\_

Date Received \_\_\_\_\_

Printed Name \_\_\_\_\_

T/S: 02/29/2016 03:25 PM BROWNISTY

T/S: 02/29/2016 03:30 PM BROWNISTY

T/S: 02/29/2016 03:34 PM BROWNISTY

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	35264.00	.00	.00	35264.00
Grand Total	35264.00	.00	.00	35264.00

*Louella J. Anderson*  
*23 March 2016*

MUST have Permit Location Card posted along with 911 Rural  
Address posted VISIBLE from roadway or inspection WILL NOT  
be performed.

COLLIN COUNTY DEVELOPMENT SERVICES  
825 N. McDonald St., Ste. 170

McKinney, Texas 75069  
(972) 548-5585

Application Number . . . . . 15-00002157 Page  
Property Address . . . . . 9331 (MCKINNEY) WESTRIDGE BLVD Date 3/23/16  
TAX ID NUMBER . . . . .  
Old Address . . . . .  
Application description . . . . . COMMERCIAL OTHER  
Subdivision Name . . . . .

Permit . . . . . COMMERCIAL BUILDING

Additional desc . . . . . APARTMENTS-LEASE OF /132 UNITS

Required Inspections

Seq	Insp Code	Description	Initials	Date
10	STOR	STORM WATER INSPECTION		
20-5	FMFR	FIRE MARSHAL PLAN REVIEW		
30	DSPR	DEVELOPMENT SVCS PLAN REVIEW		
40-10	NC01	INSPECTION 1 (T-POLE)		
40-10	NC02	INSPECTION 2 (RGH-PLAG)		
40	NC03	INSPECTION 3 (ELEC ROUGH)		
40	NC05	INSPECTION 6 (FINAL)		
40	SP4	OSSE FINAL INSPECTION		
40	SP3	OSSE INITIAL INSPECTION		
40	NC13	INSPECTION 4 (PLAG TOP-OUT)		
40	NC23	INSPECTION 5 (PLAG FIXTURES)		
999	NC08	INSPECTION 7 MISCELLANEOUS		
1000	NC07	INSPECTION FOR C/O		



TDHCA# 15195 Development Name Westridge Villas

applicant full name Terri Anderson  
 applicant Address 347 Walnut Grove Ln  
 applicant City Coppell  
 applicant State TX  
 applicant Zip Code 75019  
 applicant Phone Num (972) 567-4630  
 applicant Phone Ext  
 applicant Email terri\_l\_anderson@msn.com

2nd full name Robert Williams  
 2nd Phone Number (972) 953-7095  
 2nd Phone Extension  
 2nd Email rwilliams212@me.com  
 consultant full name  
 consultant Phone Num()  
 consultant Phone Ext  
 consultant Email

Name of Proposed Entity ADC Westridge, LP

Development Name Westridge Villas

Development Type New Construction

Secondary Development

Previous TDHCA #

Initial construction year

Units Demolished

Units Reconstructed

# of Non-Contiguous Sites

# of Census Tracts

Target Population General

Total LI Units 130

Total MR Units 10

Total PHA Units

Total Units 140

HTC Request 1500000

US Sen District 3

TX Sen District 8

TX Rep District 33

dev address 4.916 acres South side of Westridge Blvd, Lot

dev City Frisco

dev Zip Code 75070

FTJ? Yes

dev County Collin

Region 3

Rural/Urban Urban

Census Tract 48085030523

Census Tract 2

Census Tract 3

at risk No

nonprofit No

USDA No

School Superintendent Dr. Jeremy Lyon

District Name Frisco ISD

SUP Street Address 5515 Ohio Drive

SUP City Frisco

SUP Zip Code 75035

Presiding officer of Board Anne McCausland

PRES Street Address 5515 Ohio Drive

PRES City Frisco

PRES Zip Code 75035

Name Keith Self

Office County Judge

Name 2 Susan Fletcher

Office 2 County Commissioner

Name 3 Cheryl Williams

Office 3 County Commissioner

Name 4 Chris Hill

Office 4 County Commissioner

Name 5 Duncan Webb

Office 5 County Commissioner

Name 6 Maher Maso

Office 6 Mayor

Name 13

Office 13

Name 14

Office 14

Name 15

Office 15

Name 16

Office 16

Name 17

Office 17

Name 18

Office 18

TDHCA# 15195 Development Name Westridge Villas

Name 7	Bob Allen	Name 19
Office 7	City Council Member	Office 19
Name 8	Jeff Cheney	Name 20
Office 8	City Council Member	Office 20
Name 9	Will Sowell	Name 21
Office 9	City Council Member	Office 21
Name 10	John Keating	Name 22
Office 10	City Council Member	Office 22
Name 11	Tim Nelson	Name 23
Office 11	City Council Member	Office 23
Name 12	Scott Johnson	Name 24
Office 12	City Council Member	Office 24
		Name 25
		Office 25

More than 25 Total Officials?

Are there Neighborhood Organizations whose  
 no include include the property? No

Neighborhood Organization

NO1 Street Address

NO1 Street Address Line 2

NO1 City

NO1 Zip Code

Neighborhood Organization 2

NO2 Street Address

NO2 Street Address Line 2

NO2 City

NO2 Zip Code

Neighborhood Organization 3

NO3 Street Address

NO3 Street Address Line 2

NO3 City

NO3 Zip Code

Neighborhood Organization 4

NO4 Street Address

NO4 Street Address Line 2

NO4 City

NO4 Zip Code

Neighborhood Organization 5

NO5 Street Address

NO5 Street Address Line 2

NO5 City

NO5 Zip Code

Neighborhood Organization 6

NO6 Street Address

NO6 Street Address Line 2

NO6 City

NO6 Zip Code

Neighborhood Organization 7

NO7 Street Address

NO7 Street Address Line 2

NO7 City

NO7 Zip Code

Neighborhood Organization 8

NO8 Street Address

NO8 Street Address Line 2

NO8 City

NO8 Zip Code

Unit Size	8
Unit Features	7
Sponsor Characteristics	1
High Quality Housing Total	16
Income Levels of Tenants	16
Rent Levels of Tenants	11
Tenant Services	10
Opportunity Index	7
Educational Excellence	3
Underserved Area	0
Tenant Populations with Special	2
Serve and Support Texans Most	49
Declared Disaster Area	10
Community Support and Engage	10
Financial Feasibility	18
Cost of Development per Square	12
Pre-Application Partic	6
Leveraging of Private, State and	3
Extended Affordability or Histor	2
Right of First Refusal	1
Funding Request Amount	1
Efficient Use of Limited Resource	43
Point Adjustment	
Total Application Self Score	118

Neighborhood Organization 9

NO9 Street Address

NO9 Street Address Line 2

NO9 City

NO9 Zip Code

**UNIMPROVED PROPERTY CONTRACT**

NOTICE: Not For Use For Condominium Transactions

**1. PARTIES:** The parties to this contract are Ker-Seva Ltd. (Seller) and Anderson Development and Construction, LLC or Assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

**2. PROPERTY:** Lot 2, Block A, Westridge Addition, 4.916 acres, City of Frisco, TX, County of Collin Texas, known as 4.916 acres, South side of Westridge Blvd., Frisco, TX, Collin County, (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

**3. SALES PRICE:**

- A. Cash portion of Sales Price payable by Buyer at closing ..... \$                      
 B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium)..... \$1,000,000.00  
 C. Sales Price (Sum of A and B)..... \$1,000,000.00

**4. FINANCING (Not for use with reverse mortgage financing):** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☒ **A. THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$1,000,000.00 (excluding any loan funding fee or mortgage insurance premium).

(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

☒ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

☐ **B. ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

☐ **C. SELLER FINANCING:** A promissory note from Buyer to Seller of \$                    , secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

**5. EARNEST MONEY:** Upon execution of contract by all parties, Buyer shall deposit \$5,000.00 as earnest money with Republic Title of Texas, Inc., Attn: Sandra Lankow as escrow agent, at: 3024 E. Hebron Pkwy., Carrollton, TX 75010, Tel: 972-418-8400 (address). Buyer shall deposit additional earnest money of \$5,000.00 with escrow agent within 24 days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

**6. TITLE POLICY AND SURVEY:**

**A. TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: ☐ (i) will not be amended or deleted from the title policy; ☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.

Initialed for identification by Buyer                      and Seller                     

TREC NO. 9-11

Contract Concerning 4.916 acres South side of Westridge Blvd., Lot 2, Blk. A Westridge Addn.  
West of Custer Rd., Frisco, TX, Dallas County, TX Page 2 of 8 4-29-2018  
(Address of Property)

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☒ (1) Within 10 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title; disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: Multi-Family Development.

Buyer must object the earlier of (i) the Closing Date or (ii) 15 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☒ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision; including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for

Initialed for identification by Buyer DA and Seller CV

TREC NO. 9-11

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4916 JPA JN  
Contract Concerning 4.196 acres South side of Westridge Blvd., Lot 2, Blk. A Westridge Addn.  
West of Center Rd., Price \$31, Gollin County, TX Page 3 of 8 4-28-2014  
(Address of Property)

**Property Subject to Mandatory Membership in a Property Owners Association should be used.**

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

**7. PROPERTY CONDITION:**

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.  
☐ (2) Buyer accepts the Property As is provided Seller, at Seller's expense, shall complete the

Initiated for identification by Buyer JPA and Seller JN

TREC NO. 9-11

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following specific repairs and treatments:

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) ~~any flooding of the Property which has had a material adverse effect on the use of the Property;~~
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before March 31, 2016, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. **POSSESSION:**

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Initialed for identification by Buyer MA and Seller MA

TREC NO. 9-11

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

**18. ESCROW:**

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

Initialed for Identification by Buyer [Signature] and Seller [Signature]

TREC NO. 9-11

Contract Concerning 4.916 acres South side of Westridge Blvd., Lot 2, Blk. A, Westridge Addn.  
West side of Custer Rd., Frisco, TX, Collin County, TX Page 6 of 8 4-28-2014  
(Address of Property)

- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

Anderson Development and  
To Buyer at: Construction, LLC

c/o: Terri Anderson  
347 Walnut Grove Lane

Coppell, TX 75019

Telephone: (972) 567-4630

Facsimile: (972) 462-8715

E-mail: [terri\\_L\\_Anderson@msn.com](mailto:terri_L_Anderson@msn.com)

To Seller at: Ker-Seva Ltd.

c/o: Jastinder Jawanda  
9421 Westridge Boulevard

McKinney, TX 75070

Telephone: (469) 222-8885

Facsimile: ( )

E-mail: [Jastinderjawanda@yahoo.com](mailto:Jastinderjawanda@yahoo.com)

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☒ Third Party Financing Addendum for Credit Approval  
☐ Seller Financing Addendum  
☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association  
☐ Buyer's Temporary Residential Lease  
☐ Seller's Temporary Residential Lease  
☐ Addendum for Reservation of Oil, Gas and Other Minerals  
☐ Addendum for "Back-Up" Contract

- ☐ Addendum for Coastal Area Property  
☒ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum  
☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway  
☐ Addendum for Sale of Other Property by Buyer  
☐ Addendum for Property in a Propane Gas System Service Area  
☐ Other (list): \_\_\_\_\_

Initialed for Identification by Buyer PA and Seller JS

TREC NO. 9-11



Contract Concerning 4.916 acres, South side of Westridge Blvd., Lot 2, Blk. A Westridge Addn.  
West of Custer Road, Frisco, TX, Collin County, TX Page 7 of 8 4-18-2014  
(Address of Property)

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$100.00 (Option Fee) which Seller or Listing Broker must receive within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 240 days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**24. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's  
Attorney is: \_\_\_\_\_

Seller's  
Attorney is: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

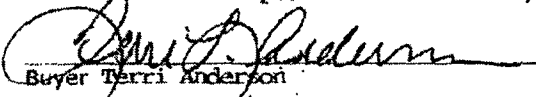
E-mail: \_\_\_\_\_

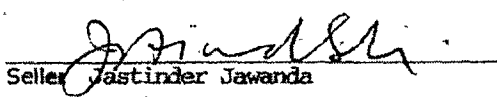
E-mail: \_\_\_\_\_

EXECUTED the 30<sup>th</sup> day of December, 2014 (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Anderson Development & Construction, LLC

Ker-Seva Ltd.

  
Buyer Terri Anderson

  
Seller Jastinder Jawanda

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-11. This form replaces TREC NO. 9-10.

TREC NO. 9-11

4.196 acres South side of Westridge Blvd., Lot 2, Blk. A, Westridge Addn.  
Contract Concerning West side of Custer Rd., Prisco ETL, Collin County, TX Page 8 of 8 4-28-2014  
(Address of Property)

**BROKER INFORMATION**  
(Print name(s) only. Do not sign)

<u>Other Broker Firm</u> License No. _____		<u>The Chrisman Company</u> TX# 324999		<u>Listing Broker Firm</u> License No. _____	
represents	<input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent	represents	<input type="checkbox"/> Seller and Buyer as an intermediary <input checked="" type="checkbox"/> Seller only as Seller's agent		
<u>Name of Associate's Licensed Supervisor</u> Telephone _____		<u>Name of Associate's Licensed Supervisor</u> Telephone _____			
<u>Associate's Name</u> Telephone _____		<u>Randall Chrisman</u> 972-466-0969			
<u>Other Broker's Address</u> Facsimile _____		<u>Listing Associate's Name</u> Telephone _____			
<u>City</u> State Zip _____		<u>2125 N. Josey Lane, Suite 104</u>			
<u>Associate's Email Address</u> _____		<u>Listing Broker's Office Address</u> Facsimile _____			
		<u>Carrollton, TX 75006</u>			
		<u>City</u> State Zip _____			
		<u>chrismanco@msn.com</u>			
		<u>Listing Associate's Email Address</u> _____			
		<u>Selling Associate's Name</u> Telephone _____			
		<u>Name of Selling Associate's Licensed Supervisor</u> Telephone _____			
		<u>Selling Associate's Office Address</u> Facsimile _____			
		<u>City</u> State Zip _____			
		<u>Selling Associate's Email Address</u> _____			

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

Seller or Listing Broker

Date

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of ☐ Contract and ☐ \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_ is acknowledged.

Escrow Agent: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Address \_\_\_\_\_ Email Address \_\_\_\_\_

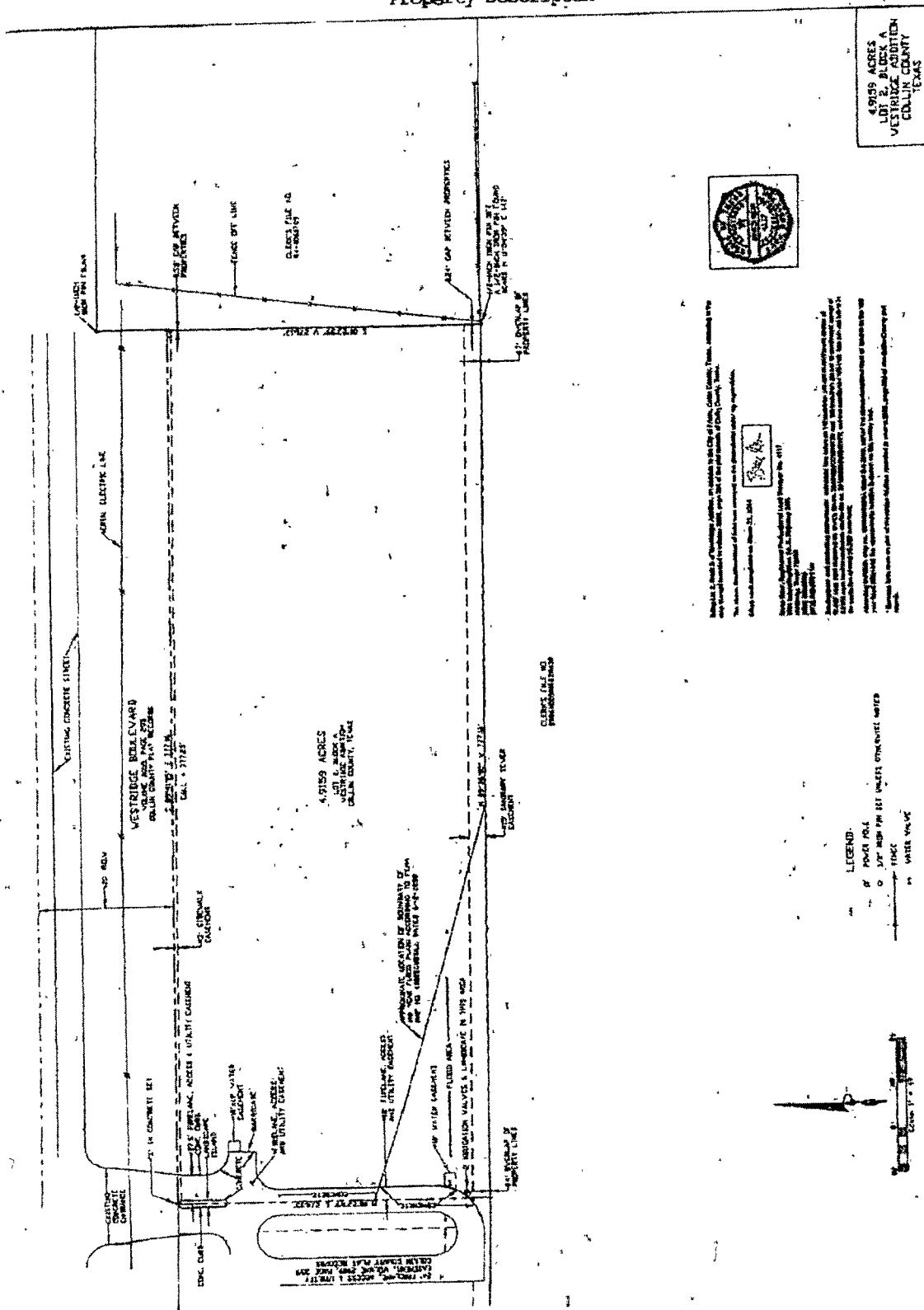
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_

TREC NO. 9-11

ADC00285

Exhibit  
Property Description





2-10-2014

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

### THIRD PARTY FINANCING ADDENDUM FOR CREDIT APPROVAL (Not for use with Reverse Mortgage Financing)

TO CONTRACT CONCERNING THE PROPERTY AT

4.916 acres, South side of Westridge Blvd., West of Custer Road, Frisco ETJ, Collin County, Texas

(Street Address and City)

Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain credit approval for the financing (Credit Approval). Buyer shall furnish all information and documents required by lender for Credit Approval. Credit Approval will be deemed to have been obtained when (1) the terms of the loan(s) described below are available and (2) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history. If Buyer cannot obtain Credit Approval, Buyer may give written notice to Seller within 400 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. **If Buyer does not give such notice within the time required, this contract will no longer be subject to Credit Approval. Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

NOTE: Credit Approval does not include approval of lender's underwriting requirements for the Property, as specified in Paragraph 4.A.(1) of the contract.

Each note must be secured by vendor's and deed of trust liens.

#### CHECK APPLICABLE BOXES:

##### ☒ A. CONVENTIONAL FINANCING:

- ☒ (1) A first mortgage loan in the principal amount of \$ 1,000,000.00 (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- ☐ (2) A second mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

##### ☐ B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ \_\_\_\_\_ for a period in the total amount of \_\_\_\_\_ years at the interest rate established by the Texas Veterans Land Board.

- in* ☒ C. FHA INSURED FINANCING: A Section 221d4 FHA insured loan of not less than \$ 480 (excluding any financed MIP), amortizable monthly for not less than 40 years, with interest not to exceed \_\_\_\_\_ % per annum for the first 40 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed \_\_\_\_\_ % of the loan. As required by HUD-FHA, if FHA valuation is unknown, *"It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_. The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the*

Initialed for identification by Buyer [Signature] and Seller [Signature]

TREC NO. 40-6

59

ADC00287

4.916 acres, South side of Westridge Blvd., Lot 2, Blk. A, Frisco ETJ, Collin County, TX  
(Address of Property)

maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable."

- ☐ D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$\_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed \_\_\_\_\_% of the loan.

VA NOTICE TO BUYER: "It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

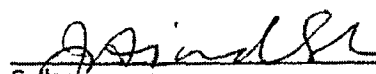
If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

- ☐ E. USDA GUARANTEED FINANCING: A USDA-guaranteed loan of not less than \$\_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed \_\_\_\_\_% of the loan.

Buyer hereby authorizes any lender to furnish to the Seller or Buyer or their representatives information relating only to the status of Credit Approval of Buyer.

Anderson Development & Construction, LLC Ker-Seva Ltd.

  
Buyer Terri Anderson

  
Seller Jastinder Jawanda

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-6. This form replaces TREC No. 40-5.

TREC NO. 40-6

**ENVIRONMENTAL ASSESSMENT, THREATENED OR  
ENDANGERED SPECIES, AND WETLANDS ADDENDUM****TO CONTRACT CONCERNING THE PROPERTY AT**

4.916 acres, South side of Westridge Blvd., Lot 2, Blk. A, Frisco EW, Collin County, TX  
(Address of Property)

- ☒ A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- ☒ B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- ☒ C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 240 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Anderson Development &amp; Construction, LLC

Ker-Seva Ltd.

  
Buyer Terri Anderson

  
Seller Jastinder Jawanda

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 28-2. This form replaces TREC No. 28-1.

TREC No. 28-2



# FactFinder

Census Tract # 48085030523

## Legend:

### Boundaries

- ☐ State
- ☐ '13 County
- ☐ '13 Census Tract

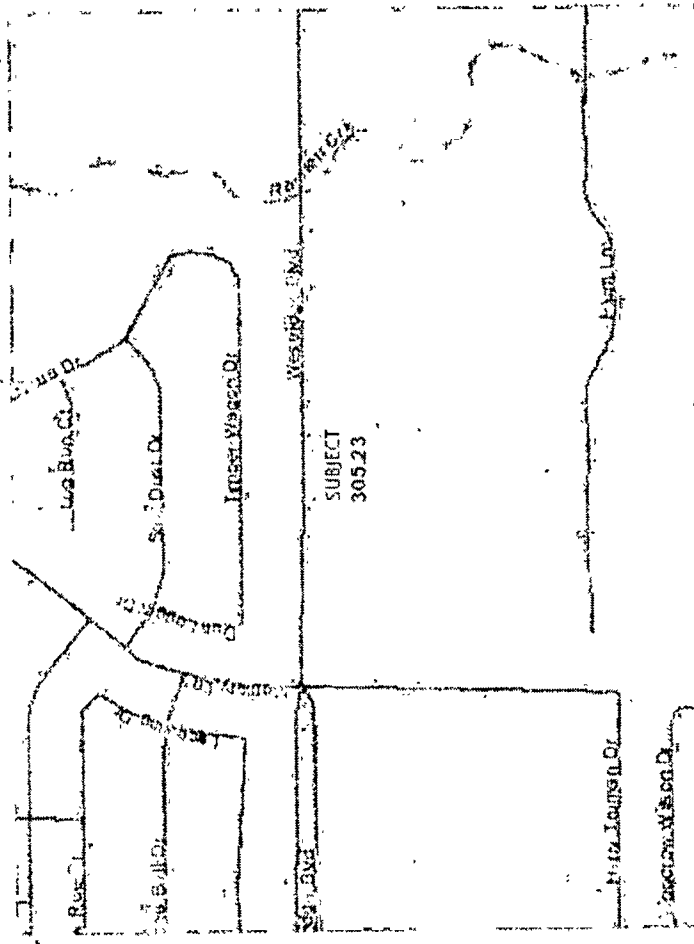
### Features

Vary Road

Street

☒ Stream/Waterbody

Items in grey text are not visible at this zoom level



**terri\_l\_anderson@msn.com**

---

**From:** <terri\_l\_anderson@msn.com>  
**Date:** Wednesday, January 07, 2015 6:45 PM  
**To:** <ken.paxton@senate.state.tx.us>; <scott.turner@house.state.tx.us>; <keith.self@collincountytx.gov>; <sfletcher@collincountytx.gov>; <cdwilliams@collincountytx.gov>; <chill@collincounty.gov>; <jdwell@collincountytx.gov>; <mmaso@friscotexas.gov>; <ballen@friscotexas.gov>; <jcheney@friscotexas.gov>; <wsowell@friscotexas.gov>; <jkeating@friscotexas.gov>; <tnelson@friscotexas.gov>; <sjohnson@friscotexas.gov>; <worthams@friscoisd.org>; <leaders@friscoisd.org>  
**Subject:** PUBLIC NOTIFICATION - Westridge Villas in the Frisco ETJ, Collin County, TX  
 Dear Honorable Elected Officials,

Pursuant to Â§Â§11.8(b)(2)(B)(i) through (viii) and 10.203(2)(A) through (H) of the Texas Department of Housing and Community Affairs (the "Department") Uniform Multifamily Rules, please accept this message as public notification of the following:

ADC Westridge, LP is making an application for 9% Housing Tax Credits ("HTC"), HOME Funds, and possibly 4% Housing Tax Credits with Tax-Exempt Bonds with the Texas Department of Housing and Community Affairs for Westridge Villas, proposed to be located on 4.916 acres along the Southside of Westridge Blvd just West of Custer Road in the Frisco ETJ in Collin County, TX. This New Construction development is an apartment community, and comprised of approximately 140 units of which approximately 130 will be for low-income tenants.

There will be a public hearing to receive public comment on the proposed development. Information regarding the date, time, and location of that hearing will be disseminated at least 30 days prior to the hearing date on the Department's website (<http://www.tdhca.state.tx.us/multifamily/communities.htm>) for competitive HTC applications and Tax-Exempt Bond applications where the Department is the issuer. For Tax-Exempt Bond applications that utilize a local issuer interested individuals are encouraged to contact the local issuer for information regarding the public hearing.

We would greatly appreciate your support for the development of Westridge Villas.

Sincerely,

*Terri L. Anderson*

Representative of ADC Westridge, LP  
 Terri L. Anderson, President  
 Anderson Development & Construction, LLC  
 347 Walnut Grove Ln  
 Coppell, TX 75019  
 phone: (972) 567-4630  
 fax: (972) 462-8715

**WESTRIDGE VILLAS " Frisco ETJ, Collin County, TX**

63





Proposed Elevation

**terri\_l\_anderson@msn.com**

---

**From:** "Scott Johnson" <SJohnson@friscotexas.gov>  
**Date:** Wednesday, February 04, 2015 11:37 AM  
**To:** "TERRI ANDERSON" <terri\_l\_anderson@msn.com>  
**Subject:** RE: TDHCA #15195 - PUBLIC NOTIFICATION - Westridge Villas in the Frisco ETJ, Collin County, TX received

**From:** TERRI ANDERSON [mailto:terri\_l\_anderson@msn.com]  
**Sent:** Tuesday, February 03, 2015 4:04 PM  
**To:** Maher Maso; Bob Allen; Jeff Cheney; Will Sowell; John Keating; Tim Nelson; Scott Johnson; Stacy Brown; George Purefoy; Suzanne Porter  
**Subject:** Re: TDHCA #15195 - PUBLIC NOTIFICATION - Westridge Villas in the Frisco ETJ, Collin County, TX  
**Importance:** High

Good evening,

Please see the attached site plan and elevation submitted for discussion purposes for your annex the property, we would respectfully request a PD when zoning is appropriate.

Thank you for your consideration.

Sincerely,

*Terri L. Anderson*

Representative of ADC Westridge, LP  
 Terri L. Anderson, President  
 Anderson Development & Construction, LLC  
 347 Walnut Grove Ln  
 Coppell, TX 75019  
 phone: (972) 567-4630  
 fax: (972) 462-8715

**From:** terri\_l\_anderson@msn.com  
**Sent:** Wednesday, January 07, 2015 6:45 PM  
**To:** Ken.paxton@senate.state.tx.us ; scott.turner@house.state.tx.us ; keith.self@collincountytx.gov ; sfletcher@collincountytx.gov ; cdwilliams@collincountytx.gov ; chill@collincountytx.gov ; jdwell@collincountytx.gov ; mmaso@friscotexas.gov ; ballen@friscotexas.gov ; jcheney@friscotexas.gov ; wsowell@friscotexas.gov ; jkeating@friscotexas.gov ; tnelson@friscotexas.gov ; sjohnson@friscotexas.gov ; worthams@friscoisd.org ; leaders@friscoisd.org  
**Subject:** PUBLIC NOTIFICATION - Westridge Villas in the Frisco ETJ, Collin County, TX

Dear Honorable Elected Officials,

Pursuant to §§11.8(b)(2)(B)(i) through (viii) and 10.203(2)(A) through (H) of the Texas Department of Housing and Community Affairs (the "Department") Uniform Multifamily Rules, please accept this message as public notification of the following:

65

ADC00293

7/2/2016

ADC Westridge, LP is making an application for 9% Housing Tax Credits ("HTC"), HOME Funds, and possibly 4% Housing Tax Credits with Tax-Exempt Bonds with the Texas Department of Housing and Community Affairs for Westridge Villas, proposed to be located on 4.916 acres along the Southside of Westridge Blvd just West of Custer Road in the Frisco ETJ in Collin County, TX. This New Construction development is an apartment community, and comprised of approximately 140 units of which approximately 130 will be for low-income tenants.

There will be a public hearing to receive public comment on the proposed development. Information regarding the date, time, and location of that hearing will be disseminated at least 30 days prior to the hearing date on the Department's website (<http://www.tdhca.state.tx.us/multifamily/communities.htm>) for competitive HTC applications and Tax-Exempt Bond applications where the Department is the issuer. For Tax-Exempt Bond applications that utilize a local issuer interested individuals are encouraged to contact the local issuer for information regarding the public hearing.

We would greatly appreciate your support for the development of Westridge Villas.

Sincerely,

*Terri L. Anderson*

Representative of ADC Westridge, LP  
 Terri L. Anderson, President  
 Anderson Development & Construction, LLC  
 347 Walnut Grove Ln  
 Coppell, TX 75019  
 phone: (972) 567-4630  
 fax: (972) 462-8715

### **Westridge Villas - Frisco ETJ, Collin County, TX**



66

Proposed Elevation

**terri\_l\_anderson@msn.com**

---

**From:** "Stacy Brown" <SBrown@friscotexas.gov>  
**Date:** Monday, January 26, 2015 5:09 PM  
**To:** "TERRI ANDERSON" <terri\_l\_anderson@msn.com>  
**Subject:** RE: TDHCA #15195 - Westridge Villas Request for Support Resolution from the City of Frisco  
Hi Ms. Anderson,

Sincerely,

Stacy Brown  
Housing and Grants Manager  
City of Frisco  
972-292-5114

---

**From:** TERRI ANDERSON [mailto:terri\_l\_anderson@msn.com]  
**Sent:** Monday, January 26, 2015 3:37 PM  
**To:** Stacy Brown  
**Subject:** TDHCA #15195 - Westridge Villas Request for Support Resolution from the City of Frisco  
**Importance:** High

Good afternoon,

Per our discussion earlier today and earlier this month, please see the attached formal request

look forward to working with you and the City of Frisco on the successful development of Westridge Villas.

Sincerely,  
Terri L. Anderson, President  
Anderson Development & Construction, LLC

**terri\_l\_anderson@msn.com**

**From:** <terri\_l\_anderson@msn.com>  
**Date:** Tuesday, February 17, 2015 2:38 PM  
**To:** <mmaso@friscotexas.gov>; <ballen@friscotexas.gov>; <jcheney@friscotexas.gov>;  
 <wsowell@friscotexas.gov>; <jkeating@friscotexas.gov>; <tnelson@friscotexas.gov>;  
 <sjohnson@friscotexas.gov>; "Stacy Brown" <sbrown@friscotexas.gov>; "George Purefoy"  
 <gpurefoy@friscotexas.gov>; "Susan Porter" <sporter@friscotexas.gov>; <jlettelleir@friscotexas.gov>  
**Attach:** Westridge Villas - Development Summary.pdf; Elevation.jpg  
**Subject:** Re: TDHCA #15195 - PUBLIC NOTIFICATION - Westridge Villas in the Frisco ETJ, Collin County, TX  
 Good afternoon Mayor Maso and Honorable Council Members,

Brown and Mr. Lettelleir have worked diligently with Anderson Development & Construction to request to annex the property and meet the MF-19 zoning criteria; we have lowered the density and are proposing only 93 units of housing.

Please see the attached revised 93 unit financial summary, three story elevations, and site plan

Respectfully submitted,

*Terri L. Anderson*

**From:** terri\_l\_anderson@msn.com

**Sent:** Tuesday, February 03, 2015 4:03 PM

**To:** mmaso@friscotexas.gov ; ballen@friscotexas.gov ; jcheney@friscotexas.gov ;  
wsowell@friscotexas.gov ; jkeating@friscotexas.gov ; tnelson@friscotexas.gov ;  
sjohnson@friscotexas.gov ; Stacy Brown ; George Purefoy ; Susan Porter

**Subject:** Re: TDHCA #15195 - PUBLIC NOTIFICATION - Westridge Villas in the Frisco ETJ, Collin County, TX

Good evening,

Please see the attached site plan and elevation submitted for discussion purposes for your  
 desire to annex the property, we would respectfully request a PD when zoning is appropriate.

Thank you for your consideration.

Sincerely,

*Terri L. Anderson*

Representative of ADC Westridge, LP  
 Terri L. Anderson, President  
 Anderson Development & Construction, LLC  
 347 Walnut Grove Ln  
 Coppell, TX 75019  
 phone: (972) 567-4630

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fax: (972) 462-8715

**From:** [terri\\_l\\_anderson@msn.com](mailto:terri_l_anderson@msn.com)

**Sent:** Wednesday, January 07, 2015 6:45 PM

**To:** [ken.paxton@senate.state.tx.us](mailto:ken.paxton@senate.state.tx.us) ; [scott.turner@house.state.tx.us](mailto:scott.turner@house.state.tx.us) ; [keith.self@collincountytx.gov](mailto:keith.self@collincountytx.gov) ; [sfletcher@collincountytx.gov](mailto:sfletcher@collincountytx.gov) ; [cdwilliams@collincountytx.gov](mailto:cdwilliams@collincountytx.gov) ; [chill@collincountytx.gov](mailto:chill@collincountytx.gov) ; [jdwell@collincountytx.gov](mailto:jdwell@collincountytx.gov) ; [mmaso@friscotexas.gov](mailto:mmaso@friscotexas.gov) ; [ballen@friscotexas.gov](mailto:ballen@friscotexas.gov) ; [jcheney@friscotexas.gov](mailto:jcheney@friscotexas.gov) ; [wsowell@friscotexas.gov](mailto:wsowell@friscotexas.gov) ; [jkeating@friscotexas.gov](mailto:jkeating@friscotexas.gov) ; [tnelson@friscotexas.gov](mailto:tnelson@friscotexas.gov) ; [sjohnson@friscotexas.gov](mailto:sjohnson@friscotexas.gov) ; [worthams@friscoisd.org](mailto:worthams@friscoisd.org) ; [leaders@friscoisd.org](mailto:leaders@friscoisd.org)

**Subject:** PUBLIC NOTIFICATION - Westridge Villas in the Frisco ETJ, Collin County, TX

Dear Honorable Elected Officials,

Pursuant to Â§Â§11.8(b)(2)(B)(i) through (viii) and 10.203(2)(A) through (H) of the Texas Department of Housing and Community Affairs (the "Department") Uniform Multifamily Rules, please accept this message as public notification of the following:

ADC Westridge, LP is making an application for 9% Housing Tax Credits ("HTCs"), HOME Funds, and possibly 4% Housing Tax Credits with Tax-Exempt Bonds with the Texas Department of Housing and Community Affairs for Westridge Villas, proposed to be located on 4.916 acres along the Southside of Westridge Blvd just West of Custer Road in the Frisco ETJ in Collin County, TX. This New Construction development is an apartment community, and comprised of approximately 140 units of which approximately 130 will be for low-income tenants.

There will be a public hearing to receive public comment on the proposed development. Information regarding the date, time, and location of that hearing will be disseminated at least 30 days prior to the hearing date on the Department's website (<http://www.tdhca.state.tx.us/multifamily/communities.htm>) for competitive HTC applications and Tax-Exempt Bond applications where the Department is the issuer. For Tax-Exempt Bond applications that utilize a local issuer interested individuals are encouraged to contact the local issuer for information regarding the public hearing.

We would greatly appreciate your support for the development of Westridge Villas.

Sincerely,

*Terri L. Anderson*

Representative of ADC Westridge, LP  
Terri L. Anderson, President  
Anderson Development & Construction, LLC  
347 Walnut Grove Ln  
Coppell, TX 75019  
phone: (972) 567-4630  
fax: (972) 462-8715

**WESTRIDGE VILLAS " Frisco ETJ, Collin County, TX**

70

ADG00298

7/2/2016



Proposed Elevation



**ANDERSON**  
Development & Construction, LLC

# **Westridge Villas**

Located on 4.916 acres in the Frisco ETJ

Multifamily Development - 93 units

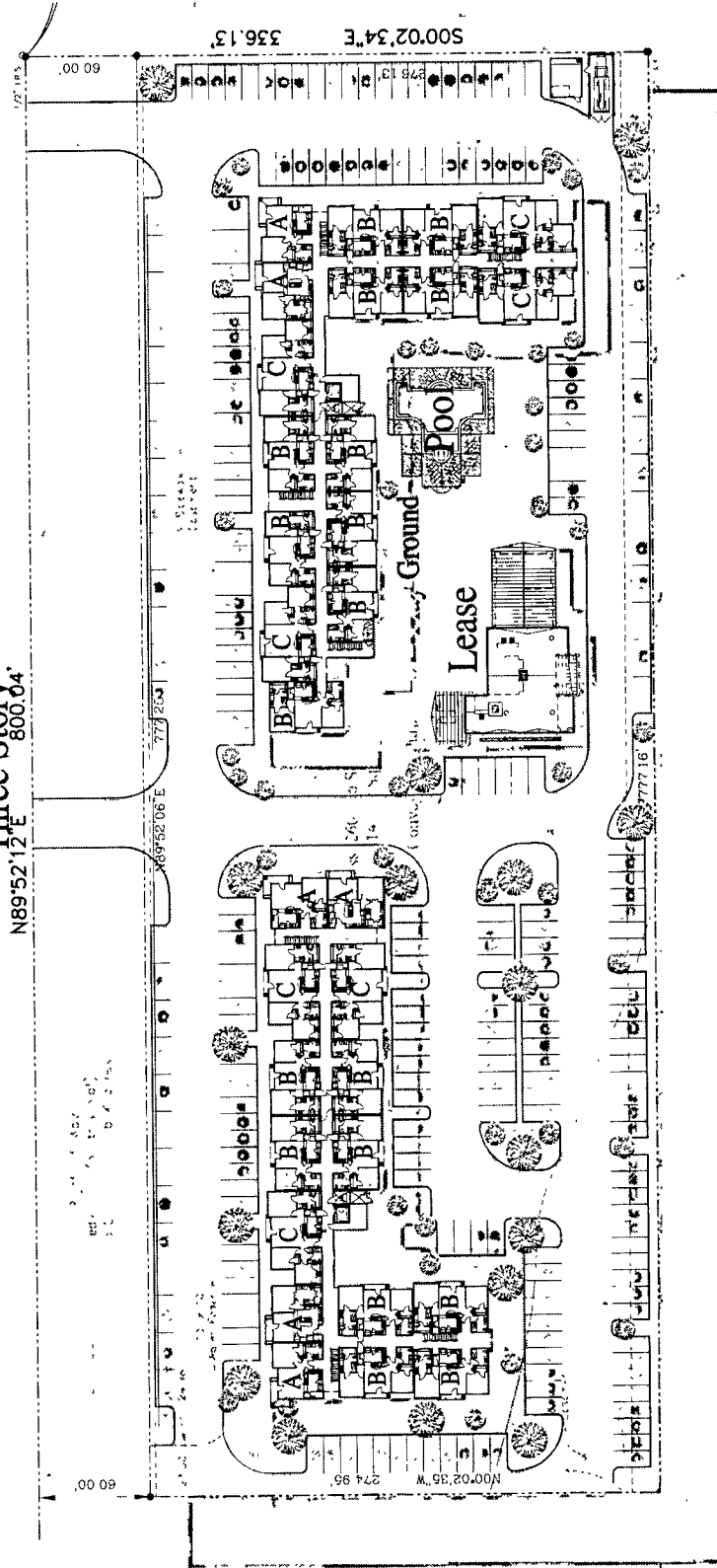
80 affordable units

13 market rate units

# Westridge

93 units

Three Story  
800.04'



18 One Bedroom  
54 Two Bedroom  
21 Three Bedroom

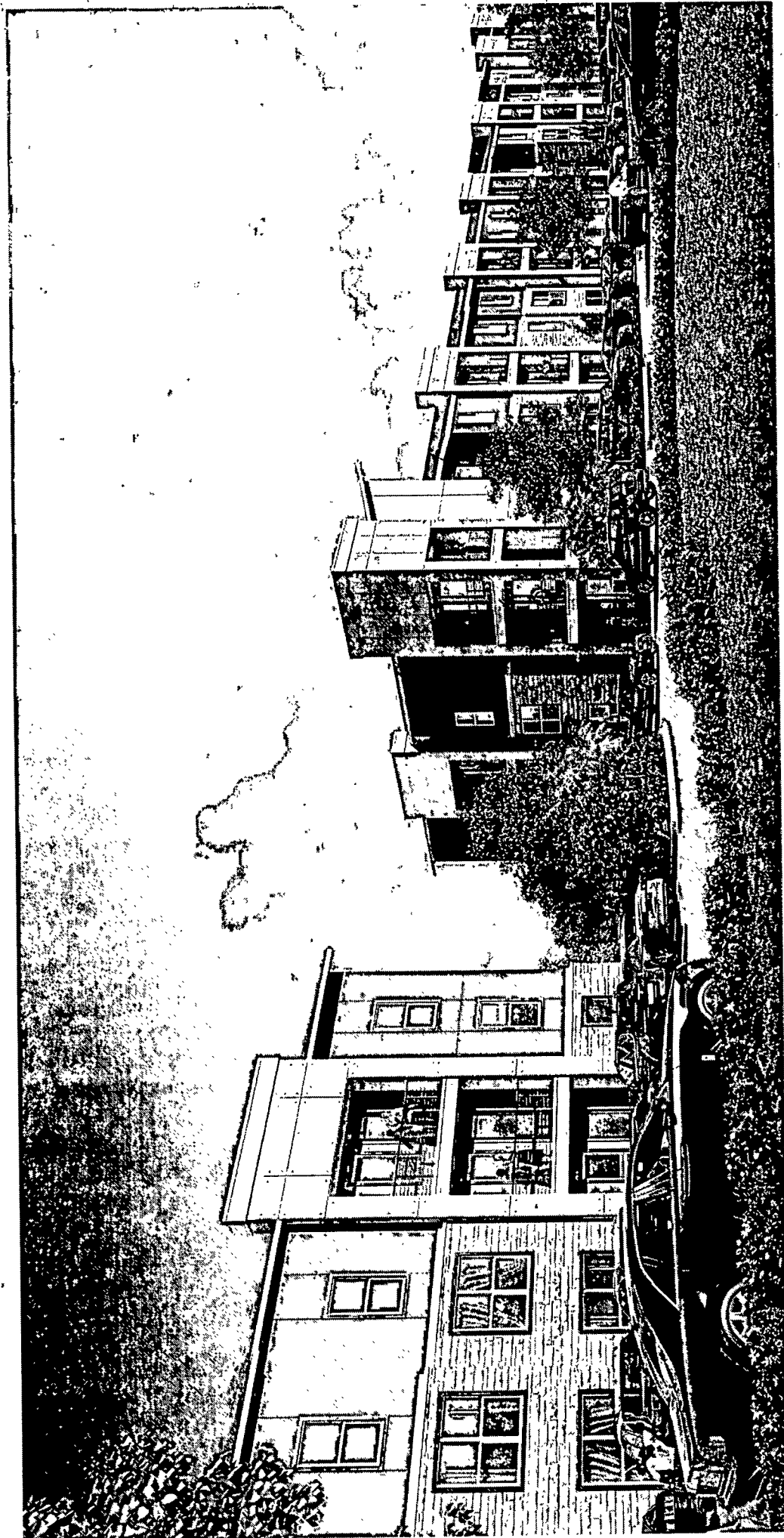
260 Total Parking

architettura

architettura inc  
808 16th street  
plano, texas 75074  
t 972 509 0088 f 972 509 0022  
potlacia@architettura-inc.com

7 1/2 37 1/2' -76  
SCALE 1"= 30'-0"

01 Site Plan  
SHEET 1 OF 2



# Westridge Villas

Frisco ETJ

9% Competitive Application

## Conventional Loan

### PROJECT SUMMARY

Census Tract	48085030523	Operating Expense Summary	Ttl	per Unit
Acreage	4.92	Operating	299,910	3,225
Total Net Rentable Square Footage	96,027	Management Fee	36,000	387
Accessory Structure Sq. Ft.	4,377	Property Taxes	79,050	850
Low Inc. Rentable & Access Sq. Ft.	100,404	Reserves	23,250	250
Patio, Balconies & Utility Sq. Ft.	10,971	TTL	438,210	4,712
Total Rentable Sq. Ft. & Patio etc.	111,375			
Commercial Spaces (Sq. Ft.)	33,337.00	10% Units at	30%	Area Median Income
Total Overall Square Footage	144,712	40% Units at	50%	Area Median Income
Number of Units	93	50% Units at	60%	Area Median Income
Number of Low Income Units	80	0% Units at	HOME	
Number of Market Rate Units	13	23% Units	3 bedroom or larger	

### Unit Mix Average

Family	Rent Level	# of Units	AVG Unit Size	AVG Net Rent	AVG RENT/ SQ. FT.
1 BR-1 Ba	Avg	18	798	\$ 635	\$ 0.80
2 BR -2 Ba	Avg	54	996	\$ 792	\$ 0.80
3 BR -2 Ba	Avg	21	1328	\$ 927	\$ 0.70
TOTAL / AVERAGE		93	1033	\$ 792	\$ 0.77

### Sources of Funds

	Permanent Amount	% of Ttl Dev. Cost	Construction	% of Ttl Dev. Cost
<b>Debt</b>				
Conventional Loan	5,368,000	29.1%	5,368,000	29%
TDHCA - HOME Funds	-	0.0%	-	0%
FHLB - AHP Grant	-	0.0%	-	0%
<b>Equity</b>				
Tax Credit Equity @ \$ 0.970	13,108,412	70.9%	11,797,570	64%
Deferred Developer Fee	645	0.0%	1,311,486	7%
Construction Loan Bridge - Equity	-	0.0%	-	0%
<b>Total Sources of Funds</b>	<b>18,477,057</b>	<b>100%</b>	<b>18,477,057</b>	<b>100%</b>

### Uses of Funds

	Total Costs	Per Unit	Per Sq. Ft.	% of Ttl Dev. Cost
Land & Building Costs	1,000,000	10,753	10.41	5.41%
Taxes & Insurance	325,000	3,495	3.38	1.76%
Financing	1,083,467	11,650	11.28	5.86%
Architectural/Engineering	697,640	7,502	7.27	3.78%
Legal	183,500	1,973	1.91	0.99%
Site Work	891,000	9,581	9.28	4.82%
Offsite Work	1,500,000	16,129	15.62	8.12%
Hard Construction Costs	7,197,469	77,392	74.95	38.95%
Contractors Fees & Gen Requirements	1,342,385	14,434	13.98	7.27%
Contingency	563,833	6,063	5.87	3.05%
Government/Utility/Impact Fees	405,000	4,355	4.22	2.19%
Furniture, Fixtures, & Equipment	225,000	2,419	2.34	1.22%
Marketing & Operating Deficit	1,056,712	11,362	11.00	5.72%
Consulting Fees	200,605	2,157	2.09	1.09%
Developer Fee	1,805,445	19,413	18.80	9.77%
<b>Total Uses of Funds</b>	<b>18,477,057</b>	<b>198,678</b>	<b>192.42</b>	<b>100.00%</b>

# Westridge Villas

PROGRAM & OWNER DATA		PROJECT & SITE DATA		BUILDING DATA	
Project Name	Westridge Villas	Type of Project (Family or Seniors)	Family	Total NRA & AC Corridors Square Footage	96,027
Location	Frisco ETJ	Census Tract	48085030523	Accessory Structure Sq. Ft.	4,377
Description	9% Competitive Application	Site Acreage	4.916	Low Inc. Rentable & Access. Sq. Ft	100,404
Finance Structure	Conventional Loan	Density (units/acre)	18.92	Patio, Balconies & Utility Sq. Ft.	10,971
Program Year	2015*	Allowable Density per Zoning	-	Total Rentable Sq. Ft. & Patio etc	111,375
Partnership Name	ADC Westridge, LP	Maximum Units per Zoning	-	Miscellaneous (Sq. Ft.) (AC Corridors)	33,337
GP Name	To be formed	County / MSA	Collin	Total Overall Square Footage	144,712
Issuer		Area Median Income (AMI)	\$ 67,900		
GP Owner	Anderson Development & Construction LLC	MKT Rent \$	1.25	Number of Elevators	\$40,000

UNIT MIX & RENTS									
TTL # of Units		93							
		AMI %	#	%	Type	#	%		Avg Area
#	Low Income Units	30%	8	10.00%	Studio	0	0.0%		-
%	Low Income Units	40%	0	0.00%	1 Bdr	18	19.4%		797.50
#	Market Rate Units	50%	32	40.00%	2 Bdr	54	58.1%		996.00
%	Market Rate Units	60%	40	50.00%	3Bdr	21	22.6%		1,328.00
%	Units 3BR or >	HOME	0	0.00%	4 Bdr	0	0.0%		-
		23%							

Unit Type	Rent Level	# of Units	% of Mix	Net MKT SF/Unit	Total Net Sq Ft	Maximum Gross Rent	Utility Allowance	Maximum Net Rent	Proposed Rent	Rent Per Sq Ft	Total Annualized
1bd/1ba	30%	1	1%	768	768	\$ 382	\$ 70	\$ 312	\$ 312	\$ 0.41	\$ 312
1bd/1ba	30%	1	1%	827	827	382	70	312	312	0.38	312
1bd/1ba	50%	3	3%	768	2,304	637	70	567	567	0.74	1,701
1bd/1ba	50%	3	3%	827	2,481	637	70	567	567	0.69	1,701
1bd/1ba	60%	4	4%	768	3,072	765	70	695	695	0.90	2,780
1bd/1ba	60%	4	4%	827	3,308	765	70	695	695	0.84	2,780
1bd/1ba	MKT	1	1%	768	768	\$ 900	\$ -	\$ 900	\$ 900	\$ 1.17	\$ 900
1bd/1ba	MKT	1	1%	827	827	\$ 950	\$ -	\$ 950	\$ 950	\$ 1.15	\$ 950
%		18	19.4%		14,355				\$ 635		\$ 11,436
2bd/2ba	30%	4	4%	996	3,984	\$ 459	\$ 85	\$ 374	\$ 374	\$ 0.38	\$ 1,496
2bd/2ba	50%	19	20%	996	18,924	765	85	680	680	0.68	12,920
2bd/2ba	60%	23	25%	996	22,908	918	85	833	833	0.84	19,159
2bd/2ba	MKT	8	9%	996	7,968	\$ 1,150	\$ -	\$ 1,150	\$ 1,150	\$ 1.15	\$ 9,200
%		54	58.1%		53,784				\$ 792		\$ 42,775
3br/2ba	30%	2	2%	1,328	2,656	529	100	429	429	0.32	858
3br/2ba	50%	7	8%	1,328	9,296	883	100	783	783	0.59	5,481
3br/2ba	60%	9	10%	1,328	11,952	1,059	100	959	959	0.72	8,631
3br/2ba	MKT	3	3%	1,328	3,984	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ 1.13	\$ 4,500
%		21	22.6%		27,888				\$ 927		\$ 19,470
Project Totals		93	100%		96,027	\$ 866			\$ 792.27		\$ 884,172
Project Averages					1,033	\$					\$ 73,681



# Texas Department of Housing and Community Affairs Rent and Income Limits<sup>1</sup> (As of 5/1/2014 \*)

## Project: Westridge Villas, Frisco ETJ

### Instructions:

- (1) Choose the county in which your project is located.
- (2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.
- (3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits
- (4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for Housing Trust Fund, the date of your LURA. For HOME or NSP, select "N/A."
- (5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice, Subaward Agreement Date. For Housing Trust Fund, select the date of your LURA. For HOME or NSP select "N/A." See footnote 3 for more details.

### PLEASE COMPLETE ALL FIELDS

- (1) County: collin
- (2) Place:<sup>2</sup> frisco
- (3) Financing: 9% Housing Tax Credits
- (4) Project PIS Date: On or After 2/1/2014

### INCOME LIMITS

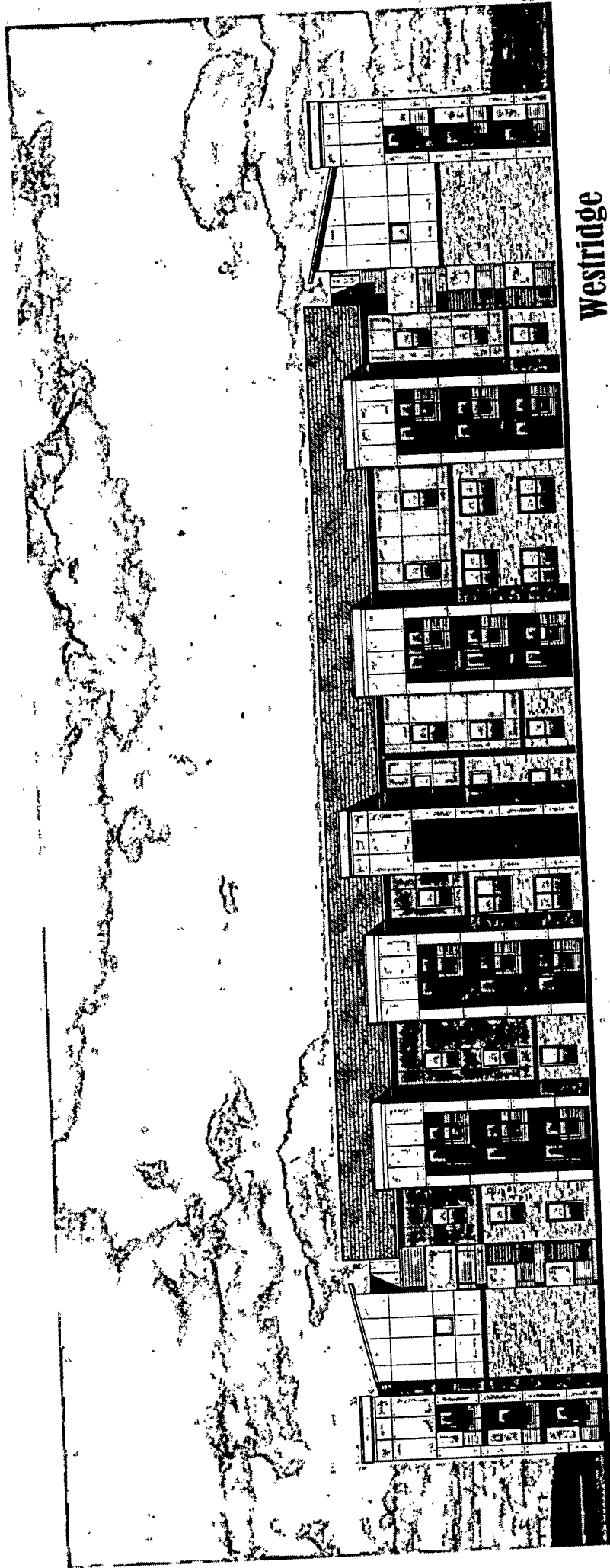
2014 Area Median Income: \$67,900

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
30	\$ 14,280	\$ 16,320	\$ 18,360	\$ 20,370	\$ 22,020	\$ 23,640	\$ 25,260	\$ 26,910
40	\$ 19,040	\$ 21,760	\$ 24,480	\$ 27,160	\$ 29,360	\$ 31,520	\$ 33,680	\$ 35,880
50	\$ 23,800	\$ 27,200	\$ 30,600	\$ 33,950	\$ 36,700	\$ 39,400	\$ 42,100	\$ 44,850
60	\$ 28,560	\$ 32,640	\$ 36,720	\$ 40,740	\$ 44,040	\$ 47,280	\$ 50,520	\$ 53,820
80	\$ 38,080	\$ 43,520	\$ 48,960	\$ 54,320	\$ 58,720	\$ 63,040	\$ 67,360	\$ 71,760
120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

### RENT LIMITS

AMFI %	Number of Bedrooms				
	0	1	2	3	4
30	\$357	\$382	\$459	\$529	\$591
40	\$476	\$510	\$612	\$706	\$788
50	\$595	\$637	\$765	\$883	\$985
60	\$714	\$765	\$918	\$1,059	\$1,182
65					
80	\$952	\$1,020	\$1,224	\$1,413	\$1,576
					\$1,739

- 1 This information is being provided to assist in the determining the rents and incomes applicable given a set of assumptions you select. You are encouraged to independently verify the results or contact the Department if you have concerns.
- 2 The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.
- 3 The "Carryover / Determination Notice / Subaward Agreement Date" field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants.
- 4 The 2014 Housing Tax Credit income limits are effective 12/18/2013. The 2014 NSP income limits are effective 12/2013. The Community Planning Division (CPD) of HUD released the 2014 HOME Program income limits effective 5/1/2014 and rent limits that are effective for all new leases and lease renewals after 5/1/2014. \*An error was noted in the original posting of the Tool 4/30/2014 in the HOME Program income limits; this version of the tool contains corrected data.
5. HUD Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 15-57 allows the owner to rely on either limit.



Westridge

Anderson Development & Construction



February 16, 2016

Mr. Jastinder Jawanda  
Ker-Seva Ltd.  
10247 Warren Parkway  
Frisco, TX 75035

**RE: PUC Complaint #CP2016010328; Response to February 2, 2016 correspondence**

Dear Mr. Jawanda:

This letter is in response to your February 2, 2016 letter requesting that the City of Frisco provide water and sewer service to the property at 9331 Westridge, and for copies of specific regulations that pertain to those obligations. Attached are Sections 7 and 8 of the City of Frisco Subdivision Regulations that address that issue. These regulations apply to all property in the City and the City's Extraterritorial Jurisdiction in order to receive water and sewer service.

The City will provide water and sewer service upon your compliance with the regulations for extension and connection as mentioned above, including meeting all other regulations applicable for the development. At this time, City does not have a development permit for your property in order to properly analyze it to determine what other regulations may be applicable. Therefore, my response is not inclusive of all regulations as those are determined in the development process when an application is reviewed.

In your letter, you indicated you entered into a development agreement with Frisco and constructed two oversized water lines and one oversized sewer connection to serve 9331 Westridge. Please note, our records do not show you as a party to that agreement. That agreement related to improvements to Lot 1 Block A of the Westridge Addition (9421 Westridge), where a daycare was constructed. There was no oversizing of water and sewer lines; the lines were built to the minimum required standards to serve Lot 1 Block A. Contrary to the statement in your letter, there is also no reference in that agreement that the work was also for 9331 Westridge property, which is Lot 2.

Enclosures: Sections 7 and 8 Frisco Subdivision Regulations; Development Agreement for 9421 Westridge.

Sincerely,

John Lettelleir, AICP  
Director  
Development Services  
City of Frisco

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Cc: Isabel Ford, Public Utility Commission Consumer Protection Division  
Diane Wetherbee, Abernathy, Roeder, Boyd & Joplin, P.C. Law Firm  
Amy Mathews, CITY OF FRISCO; Planning Manager

## SECTION 7: SPECIAL EXTRATERRITORIAL JURISDICTION POLICIES & REGULATIONS

### SECTION 7.01 GENERAL POLICIES IN THE EXTRATERRITORIAL JURISDICTION (ETJ)

(a) **Application of Requirements.** Unless otherwise stated within this Subdivision Ordinance, all standards, specifications and regulations shall apply to development within the City's extra-territorial jurisdiction (ETJ).

(b) **Extension of Services.** Given that land proposed for development in the City's ETJ must be served adequately by essential public facilities and services, including those related to adequate water distribution, wastewater collection and treatment, streets, pedestrian circulation, storm drainage conveyance, and park and recreational facilities, the following policies for the provision of infrastructure services into the City's ETJ shall apply:

(1) It is in the City's best interest to encourage development in areas adjacent to compatible development already receiving City services, and particularly where those services have excess capacity.

(2) It is in the City's best interest to discourage development in remote areas as well as those areas that exhibit environmental hazards.

(3) It is in the City's best interest to annex areas that:

- a. Need to be protected in order to prevent or reduce flood damage in existing urban areas;
- b. Possess unique physical characteristics;
- c. Have requested City services; or
- d. Minimize the City's fiscal liability.

(4) It is in the City's best interest to withhold all water and sewer extensions outside the City's limits except in instances where the extension will serve a large-volume user(s) who has agreed in writing to annexation at a predetermined date, and who has demonstrated that a significant community benefit will accrue to the City if it provides such service outside the City's limits, and where no significant fiscal liabilities will be incurred by the City.

(5) It is in the City's best interest to provide services, other than water and wastewater service, to individual users beyond the City's limits:

- a. Upon request and under contracts or cost-sharing arrangements that minimize future City fiscal liability;
- b. Upon request and under contracts or cost-sharing arrangements that encourage compact development;

- c. Upon request and under contracts or cost-sharing arrangements that ensure compliance with City subdivision, building, electrical, plumbing and fire codes; and
  - d. When it is not in the City's best interest to annex the areas to be served.
- (6) The City shall therefore provide for extension of public facilities and services only under the following circumstances:

- a. Such extension is part of an annexation agreement that provides for development consistent with established City objectives and policies, such as the Comprehensive Plan;
  - b. Such extension allows the City to retain its right under State law to annex the property in the future;
  - c. The quality of the development that is occurring is consistent with City standards (if applicable);
  - d. The use or development offers significant public benefits to the City; and
  - e. The proposed development and land uses comply with City Building and Fire Codes (as agreed to in an annexation agreement with the City).
- (c) **Design and Construction Standards for Public Improvements in the City's Extraterritorial Jurisdiction (ETJ).** All public improvements constructed in conjunction with a new development in the City's ETJ shall be designed, engineered and constructed in accordance with the City's standards as set forth in the *Engineering Standards*, and all other applicable City master plans (e.g., water and wastewater master plans, master storm drainage plans, the *Comprehensive Plan*, etc.).

## SECTION 7.02 COLLIN & DENTON COUNTY REGULATIONS

- (a) **Interlocal Agreements.** The City has executed separate interlocal cooperation agreements as authorized under Chapter 242 of the Texas Local Government Code with both Collin County and Denton County.
- (1) Collin County has assigned to the City its authority to approve plats in the City's ETJ. The agreement also provides for the City to enforce its subdivision regulations, together with specified regulations of Collin County, within the City's ETJ. (For specific responsibilities, see the separate interlocal agreement, Resolution No. 06-02-28R.)
  - (2) Denton County has assigned to the City its authority to approve plats in the City's ETJ. The agreement also provides for the City to enforce its subdivision regulations, together with specified regulations of Denton County, within the City's ETJ. (For specific responsibilities, see the separate interlocal agreement, Resolution No. 02-03-66R.)
- (b) **Conflict of Regulations.** In the event that the subdivision rules and regulations of the applicable County provide a more stringent standard than the City's, then the more stringent County standard shall apply.

**SECTION 7.03 CITY PARTICIPATION IN IMPROVEMENTS IN THE EXTRATERRITORIAL JURISDICTION (ETJ)**

- (a) **Improvements.** The City shall not be required to participate in the cost of any improvements where such improvements required by this Ordinance are outside the corporate limits of the City (i.e., they are within the City's ETJ area).
- (b) **Certificates of Occupancy/Utility Connections.**
  - (1) A Certificate of Occupancy for non-residential and multifamily projects within the City's ETJ shall not be issued until a Letter of Final Acceptance (refer to Section 5.05(d)) has been issued by the City, and a copy of such Letter has been submitted to the Building Official by the developer, unless otherwise authorized by the City Manager or designee.
  - (2) Utility connections for all developments in the City's ETJ shall not be issued until a Letter of Final Acceptance (refer to Section 5.05(d)) has been issued by the City, and a copy of such Letter has been submitted to the Building Official by the developer, unless otherwise authorized by the City Manager.

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## SECTION 8: SUBDIVISION REQUIREMENTS

### SECTION 8.01 GENERAL POLICIES

#### (a) **Conformance to Plans.**

- (1) Public Improvements. Proposed public improvements serving new development shall conform to and be properly related to the public facilities elements of the Comprehensive Plan, other adopted master plans for public facilities and services, and applicable capital improvements plans, and shall at a minimum meet the service levels specified in such plans.

- (2) All Plats within the City and its ETJ, and corresponding Construction Plans, shall provide for thoroughfares as shown in the Comprehensive Plan. The alignment and right-of-way width of all proposed thoroughfares shall be in general conformance with the Comprehensive Plan. Minor adjustments to thoroughfare alignments may be allowed without amending the *Comprehensive Plan* if the Director of Development Services believes the new alignment meets the spirit and intent of the *Comprehensive Plan* and will not compromise public safety or traffic efficiency. The design and construction of all proposed thoroughfares shall be in conformance with the City's *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services. Such approvals shall be required prior to any Plat approval.

Comprehensive Plan Amendment. If a significantly different roadway alignment or type (from what is shown on the *Comprehensive Plan*) is proposed, then the *Comprehensive Plan* shall be amended prior to any Plat approval. Submission of a Traffic Impact Analysis (TIA) of the proposed amendment by the developer may be required if the Director of Development Services and the Director of Engineering Services determine that such an analysis is necessary to fully assess the impact of the proposal upon the City's overall thoroughfare network.

- (3) Water and Wastewater Plans. The design and construction of the water system and wastewater system to serve the development shall be in conformance with the City's master plans for water and wastewater facilities, and with the *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services prior to approval of the Construction Plans and the Final Plat.
- (4) Storm Drainage Standards. The design and construction of the storm drainage system to serve the development shall be in conformance with but not limited to the City's master plans for storm water drainage, with the City's Storm Drainage Ordinance, and with the *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services prior to approval of the Construction Plans and the Final Plat.

(b) Adequate Public Facilities.

(1) Adequate Services for Areas Proposed for Development. Land proposed for development in the City and in the City's ETJ shall be served adequately by essential public facilities and services, including but not limited to water distribution; wastewater collection and treatment, roadways, pedestrian circulation, storm drainage conveyance, and park and recreational facilities. Land shall not be approved for platting or development until adequate public facilities necessary to serve the development exist or provisions have been made for the facilities, whether the facilities are to be located within the property being developed or offsite.

a. Street Access. A Plat will not be approved unless all of the proposed lots have safe and reliable street access for daily use and emergency purposes.

1. A Plat will not be approved unless all of the proposed lots have direct access to an improved public street (or a public street that will be improved during construction of the proposed development) to the City's minimum design and paving standards, or to an approved public way that is connected to an improved public street.
2. Except for lots which are provided access from an approved cul-de-sac, all lots within a development shall have at least two (2) means of access or approach. Where development phasing or constraints of the land prevent the provision of a second, separate means of access, the City may accept a temporary street connection provided that a second permanent access point can be reasonably anticipated with future development of adjacent properties.
3. For properties situated adjacent to an existing or planned median-divided thoroughfare, at least one (1) of the required access points shall occur at, or through access easement connection to, a median opening. (See Diagram 8.01-1)

b. Water. A Plat will not be approved unless all of the proposed lots are connected to a public water system which is capable of providing adequate water for health and emergency purposes.

1. Except for lots along an approved cul-de-sac, all lots shall be provided service connections from a looped water main providing water flow from two (2) directions or sources.
2. Water service shall be sufficient to meet the fire flow requirements of the proposed development, except where a suitable alternative means of fire protection is approved by the Fire Chief.
3. The City may require the phasing of development and/or improvements to the water system to ensure adequate fire protection.

c. Wastewater. A Plat will not be approved unless all of the proposed lots are served by an approved means of wastewater collection and treatment.

1. The projected wastewater discharge of a proposed development shall not exceed the proposed capacity of the wastewater system.

(2) Location.

a. Shown on Construction Plans. The location and design of all fire hydrants, all water supply improvements and the boundary lines of special districts, private systems and certified water service areas, indicating all improvements proposed to be served, shall be shown on the Construction Plans.

b. Extension of Lines. Extension of water lines shall be made along the entire frontage of the development adjacent to a street. If the subdivision is not adjacent to a street, the extension of water lines shall be accomplished in such a manner as to allow convenient future connections to said lines by new subdivisions.

c. Waiver for Requirement. If new subdivisions will never be constructed beyond a developing subdivision due to physical constraints, the Director of Engineering Services may approve a Minor Waiver for this requirement in accordance with Section 9.01 of this Ordinance prior to action on the Construction Plans or prior to action on any Plat.

(3) Cost of Installation. The cost of installing all water supply improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Improvement Agreement, if applicable (refer to Section 5.04).

(4) Cost of Extension. Where the City's water distribution system is not planned to be extended in time to serve a proposed new development, all necessary water facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a water facility is deemed necessary by the Director of Engineering Services for future developments, then the City may participate in such oversizing costs as part of a Development Agreement.

(5) Alternative Water Systems. Developments may be approved with alternative water facilities according to the following criteria:

a. Water well operation and quality shall meet the minimum requirements of the Texas Commission on Environmental Quality, Collin and Denton Counties, City health ordinances, and all other regulatory agencies, if applicable.

b. Water wells may not be used for commercial sale of water.

c. The cost to tie onto the public water system must exceed the certified initial capital cost of a well by twenty-five percent (25%). All costs and engineering designs shall be submitted by a licensed professional engineer. All costs and engineering designs shall be subject to approval by the Director of Engineering Services. If a residence is located within one thousand feet (1,000') of a domestic water supply, that residence must hook up to that service.

(6) Individual Wells.

a. Within the City's Extraterritorial Jurisdiction (ETJ). Individual wells within the City's ETJ shall be subject to approval by the applicable County health official, and this approval shall be documented by the health official's signature on the water system



statement on the Preliminary and Final Plat. The property owner must submit with the Preliminary and Final Plat applications a certificate from a professional engineer who is registered, or a geoscientist who is licensed, to practice in the State of Texas verifying the adequacy of the proposed well water supply and potability prior to Preliminary Plat and Construction Plans approvals.

- b. Compliance with Other Regulations. Installation, operations and maintenance of individual wells shall comply with City standards, regulations of the Texas Commission on Environmental Quality (TCEQ), and any other applicable County or State rules and regulations. In the event of conflict among these regulations, whichever is the most stringent shall apply.

(e) Wastewater.

- (1) Extension of and Connection to the City's Wastewater Collection System. Extension of, and connection to, the City's sanitary sewer system shall be required for all new developments within the City's limits. Extension of, and connection to, the municipal sewer system shall also be required for new developments within the City's ETJ for any proposed development, lot, tract or parcel that is less than one (1) acre in size. The City is not in any way obligated to allow extension of municipal sewers outside the City's limits. The required extension of, and connection to, the municipal sewer system may be waived as a Minor Waiver, in accordance with Section 9.01, by the Director of Engineering Services if the Director of Engineering Services determines that such extension would require unreasonable expenditures and that an on-site wastewater disposal system (see Section 8.02(e)(5)) will function properly and safely.
- (2) Design & Construction. It is the policy of the City to require all wastewater collection lines to have gravity flow. The use of lift stations and force mains is prohibited unless a gravity design is impractical, as determined by the Director of Engineering Services. The location, design and sizing of all wastewater improvements shall be shown on the Construction Plans and are subject to approval by the Director of Engineering Services.
- (3) Cost of Installation. The cost of installing all wastewater improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Improvement Agreement, if applicable (refer to Section 5.04).
- (4) Extension.
  - a. Cost. Where the City's wastewater system is not planned to be extended in time to serve a proposed new development, all necessary wastewater facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a wastewater facility is deemed necessary by the Director of Engineering Services for future developments, then the City may participate in such oversizing costs as part of a Development Agreement.
  - b. Future Extensions. Pipe stub-outs shall be located in manholes to facilitate the future extension of wastewater lines. The Director of Engineering Services will determine the location and size of the stub-outs.

(5) On-Site Wastewater Disposal Systems.

- a. In cases where the Director of Engineering Services determines that extension of, and connection to, the City's sewer system is impractical or not feasible; and where the Director of Engineering Services approves the use of an on-site wastewater disposal system(s), such on-site system(s) shall provide adequate sewage disposal for all lots, tracts, parcels and structures in the development that cannot be connected to the City's sewer system.
- b. All on-site wastewater disposal systems shall be designed, permitted, constructed, operated and maintained in compliance with all applicable local, County and State regulations, and a permit for such system shall be acquired prior to Preliminary Plat and Construction Plans approvals.
- c. On-site wastewater disposal facilities requiring soil absorption systems may be prohibited where such systems will not function properly due to high ground water, flooding, unsuitable soil characteristics, or other topographical or environmental issue.
- d. Each lot, tract, parcel and structure that utilizes an on-site wastewater disposal system shall have a minimum land area of at least one (1) acre.
- e. No portion of any on-site wastewater disposal system shall be constructed within a minimum one hundred and fifty foot (150') radius around any water well either on-site or on other properties.
- f. All properties and structures that are allowed to utilize an on-site wastewater system shall, at the owner's expense or using funds escrowed by the developer (see below), tie onto the City's sanitary sewer system when such municipal system is extended to the service area as determined by the Director of Engineering Services. Such connection to the City's system shall occur within one (1) year after the system is made available to the area. The developer of any new subdivision shall provide escrow funds, the amount of which shall be subject to approval by the Director of Engineering Services, for this future connection to the City's sanitary sewer system.
- g. In order to protect the public health, safety and welfare, an existing on-site wastewater disposal system shall be upgraded, or reconstructed if necessary, to comply with the City's standards by the owner, at the owner's expense, if the operation of the facility does not comply with government regulations or if it causes objectionable odors, unsanitary conditions, pollution, etc.

**After Recording Return To:**  
City of Frisco  
Engineering Services Department  
6101 Frisco Square Boulevard, 3<sup>rd</sup> Floor East  
Frisco, Texas 75034  
Attention: Director of Engineering Services

### **DEVELOPMENT AGREEMENT**

(Westridge Addition Lot 1, Block A Public Improvements)

**THIS DEVELOPMENT AGREEMENT** (this "Agreement"), dated as of \_\_\_\_\_, 2008 (the "date of the Agreement"), is made and entered into by and between the City of Frisco, Texas, a municipal corporation ("Frisco") and Balijeet K. Jawanda and Duljit S. Hundle (collectively the "Owner").

**WHEREAS**, Owner owns 2.159 acres, more or less, being Lot 1, Block A, situated in the A.S. Young Survey, Abstract No. 1037, Collin County, Texas and adjacent to Westridge Boulevard, as more particularly described and depicted on Exhibit "A." attached hereto and incorporated herein for all purposes (the "Property"); and

**WHEREAS**, Frisco and Owner entered into that certain Annexation Agreement, including the Property, dated October 13, 2006, which agreement is attached hereto and incorporated herein for all purposes; and

**WHEREAS**, Frisco has quantified estimates for the construction of certain public infrastructure improvements to Westridge Addition, Lot 1, Block A ("Westridge Addition Lot 1, Block A Improvements"), including without limitation, waterline improvements, sanitary sewer improvements, storm drainage improvements, and paving improvements alongside Westridge Boulevard adjacent to the Property (the "Project"); and

**WHEREAS**, Owner has in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of a twelve-inch (12") waterline for approximately three hundred fifteen linear feet (315') (the "Waterline Improvements"); and

**WHEREAS**, Owner has in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of an eight-inch (8") sanitary sewer line for approximately three hundred fifteen linear feet (315'), and the construction of one (1) forty-eight inch (48") diameter manhole (the "Sanitary Sewer Improvements"); and

**WHEREAS**, Owner has in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of twenty four inch (24") reinforced concrete storm drainage piping for approximately three hundred fifteen linear feet (315'); and one (1) at-grade storm drainage inlet being ten linear feet (10') wide (the "Storm Drainage Improvements"); and

### **DEVELOPMENT AGREEMENT**

(Westridge Addition Lot 1, Block A Public Improvements)

\\Frisco2\engineering\COUNCIL\_ITEMS\Council\_Agendas\2008\2008-01-02\Westridge Addition Improvements (DLC)\ARBJ-#503361-v2-  
Westridge\_Monitors\_FINAL\_Agreement.DOC

Page 1 of 22

90

ADC00419



FOR OFFICE USE ONLY			
Account# _____	Deposit _____	Admin Fee _____	E-Billing <input type="checkbox"/>

## Commercial Water Application

Business Name: ADC West Ridge, LP / West Ridge Villas

Phone: 9725674630  
Office Office Accounts Payable

E-mail: TERRI - L - ANDERSON @msn.com

Requested By: \_\_\_\_\_ Phone: 9725674630

☐ PLEASE SIGN ME UP FOR E-BILLING. I UNDERSTAND THAT I WILL NOT RECEIVE A PAPER STATEMENT.

TYPE OF REQUEST: **New Service** X sewer & water 132 unit apt. complex  
(Please check one) (Complete Section A below & include copy of Driver's License)

**Disconnect Service** \_\_\_\_\_ (Complete Section B below)

### New Service

Service Address: 9331 Westridge Blvd. McKinney, TX 75070  
Street City/State Zip Code

Billing Address: PO Box 1850 Coppell, TX 75019  
Street City/State Zip Code

Tax ID: 36-4820457

Date to Connect (Normal Business Day): June 14, 2016

\*\*The City of Frisco will bill you a \$1,100.00 deposit on each account which will be refunded after 24 months of good service history or upon disconnection of service.. \*\*\*The City of Frisco will bill you a \$20.00 non-refundable Administrative fee on each account. A 24-hour notice is required for all new service accounts.

### Disconnect Service

Service Address: \_\_\_\_\_  
Street City/State Zip Code

Forwarding Address: \_\_\_\_\_  
Street City/State Zip Code

Date to Disconnect (Normal Business Day): \_\_\_\_\_

- Each account is billed for water and sewer charges. For rate information, visit the [Utility Billing website](#).
- If you are continuing services at a commercial location, your property may already have waste services. For information about your property's waste services or to amend the existing waste services, please contact Environmental Services at (972)-292-5900.
- Waste equipment will be removed when water services is disconnected.

CHR West Ridge Villas, LLC

By: Center for Housing Resources, Inc.

By: April G. Lindholm, Chairperson

June 10, 2016

SIGNATURE OF CUSTOMER

DATE

**\*\*All Delinquent Accounts will be sent to a Collection Agency\*\***


**Phone: 972-292-5575**

**Fax: (972) 292- 5585**

**E-mail: [utilitybilling@friscotexas.gov](mailto:utilitybilling@friscotexas.gov)**

ADC00420

**Texas** **DRIVER LICENSE** USA TX

4d DL [REDACTED] 5 Class **C**  
4b Iss **12/04/2012** 4b Exp **11/24/2018**  
3 DOB [REDACTED]  
1 **ANDERSON**  
2 **TERRIL**  
[REDACTED]  
12 Restrictions **A** 14 End **NONE**  
16 Hgt **5-09** 15 Sex **F** 18 Eyes **HAZ**   
5 DD **16619281025044795477**

*[Signature]*

**COLLIN COUNTY DEVELOPMENT SERVICES**  
825 N. McDonald St., Ste. 170

McKinney, Texas 75069  
(972)548-5585

Application Number . . . . . 15-00002157 Date 3/23/16  
Property Address . . . . . 9331 (MCKINNEY) WESTRIDGE BLVD  
TAX ID NUMBER . . . . .  
Old Address . . . . .  
Application type description . . . . . COMMERCIAL OTHER  
Subdivision Name . . . . .  
Application valuation . . . . . 0

Owner . . . . . ADC WEST RIDGE, LP  
PO BOX 1850  
COPELL TX 75019  
(972) 567-4630  
Contractor . . . . . KWA CONSTRUCTION, LP  
16800 WESTGROVE DRIVE  
SUITE 300  
ADDISON TX 75001  
(214) 978-0177

Structure Information 000 000 APARTMENT Cplx - LEASE OFFICE/132 UNITS  
Construction Type . . . . . \*\*NEEDS TO BE ENTERED\*\*  
Occupancy Type . . . . . RESIDENTIAL - MULTIPLE FA  
Flood Zone . . . . . FLOOD ZONE A  
Other struct info . . . . .  
DEED FILED Y  
RECORDED ABST. PLOT FILED Y  
SURVEY FILED Y  
PLOT LOCATION FILED Y  
BLDG PLANS FILED Y  
\*ERROR\* NA  
OSSF SITE EVAL. FILED NC  
OSSF DESIGN FILED NO  
OSSF AFFID FILED NO  
OSSF SVC. CONTR. NO  
FIREPLACE (Y/N) NA  
LOG LIGHTER (Y/N) NA  
HEATING (ELEC/LP) LP  
HOT WATER (ELEC/LP) LP  
\*ELECTRICAL COMPANY TBD  
\*CITY HO  
\*ETU FRISCO  
\*FIRE DISTRICT TBD

Permit . . . . . COMMERCIAL BUILDING  
Additional desc . . . . . APARTMENTS-LEASE OF./132 UNITS  
Permit Fee . . . . . 35264.00  
Issue Date . . . . . 2/22/16 Valuation . . . . . 0  
Expiration Date . . . . . 8/20/16

Qty	Unit Charge	Per	Extension
175070.00	.2000	BASE FEE COMMERCIAL	250.00 35014.00

Special Notes and Comments  
Lease Office - 3,941 sq ft  
132 Apartment Units - 175,129 sq ft  
total  
Collin County accepts the January 22nd, 2016 certification  
of no adverse impact, prepared by Jill Trevino, PE, CPM,  
engineer for the developer; that relates to flood plain  
development and off-site drainage, and the findings  
contained therein. To the extent there is any adverse  
impact to offsite owners from stormwater originating at the  
site, Collin County is not responsible therefor.  
Applicable Codes:  
THE MOST CURRENT VERSIONS OF THE FOLLOWING CODES WILL HAVE  
TO BE FOLLOWED IN THE CONSTRUCTION AND OPERATION OF YOUR  
PROJECT:  
INTERNATIONAL FIRE CODE INTERNATIONAL BUILDING CODE  
INTERNATIONAL PLUMBING CODE INTERNATIONAL MECHANICAL CODE  
INTERNATIONAL FIRE CODE (NFPA) NATIONAL ELECTRIC CODE  
\*\*It is illegal to run 2+ water services off of 1 water

MUST have Permit Location Card posted along with 911 Rural  
Address posted VISIBLE from roadway or inspection WILL NOT  
be performed.

COLLIN COUNTY DEVELOPMENT SERVICES  
825 W. McDonald St., Ste. 170

McKinney, Texas 75069  
(972) 548-5585

Application Number . . . . . 15-00002157

Page 2  
Date 3/23/16

Special Notes and Comments

meter. You must verify that the water connection you have made/will make to a water purveyor's meter is a legal and approved connection. If there is evidence of an illegal water meter connection at the time of final inspection, the inspection will be failed and will not pass until approval is issued from the water purveyor (in writing) and a copy submitted to Development Services.

Absolutely NO plumbing or electrical work shall be covered before being inspected and approved by a Collin County Inspector for Code compliance - NO EXCEPTIONS\*\*

YOU WERE GIVEN A LETTER FROM THE COLLIN COUNTY FIRE MARSHALL DATED 12/02/2015. THIS LETTER DETAILS ADDITIONAL COMPLIANCE ISSUES FOR YOUR SPECIFIC OCCUPANCY TYPE. IF YOU DID NOT RECEIVE THE LETTER OR IF YOU HAVE ANY QUESTIONS, PLEASE CALL OUR OFFICE AT 972-548-5585.

\*\*\*\*\*  
Every commercial building permit issued shall become invalid unless the work on the site authorized by such is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time of work is commenced. Collin County is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

See Development Services' Plan Review and Fire Marshall's office Plan Review for further needs and/or requirements regarding construction of the building.

\*\*\*Notice. This permit is applicable only to the inspection of the electrical components of ANY signs associated with this permit. Approval of this permit in no way suggests that the sign location has been approved or that erection of any sign is permitted at this location.

Signage:

Property owner and/or sign owner has the responsibility to verify that any sign erected under this commercial permit is either not within any city's Extra-Territorial jurisdiction (ETJ) or, if in a city's ETJ, that the sign is in compliance with all of the applicable municipality and/or TxDOT regulations (TxDOT regulations may be in effect whether in ETJ or not in ETJ). Property owner and/or building owner has the responsibility to verify that any new construction (including non-electrical signage) is either not within any city's ETJ or, if in a city's ETJ, that any construction is in compliance with all of the applicable municipal ordinances and any other regulations which may be in effect in the ETJ of that municipality. If a sign is constructed and/or placed in violation of any regulations - the sign must be promptly removed at sign owner's expense in addition to any fines that might be levied.

Use of Groundwater:

IF THIS PERMIT INVOLVES A WATER WELL, THE APPLICANT MUST CONTACT THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT AT 855-426-4433 TO REGISTER AND/OR PERMIT THE WELL.

OFF-SITE SEWAGE UTILITY SERVICE:

THIS STRUCTURE DOES NOT UTILIZE AN OSSF (ON-SITE SEWAGE FACILITY) FOR WASTEWATER DISPOSAL. Applicant intends to connect to municipal water and wastewater lines. No final plumbing fixture inspection or Certificate of Occupancy will be issued until final connection is made to an approved, municipal wastewater system.

MUST have Permit Location Card posted along with 911 Rural Address posted VISIBLE from roadway or inspection WILL NOT be performed.

**COLLIN COUNTY DEVELOPMENT SERVICES**  
825 N. McDonald St., Ste. 170

McKinney, Texas 75069  
(972)848-5585

Application Number . . . . . 15-00002157

Page 3  
Date 3/23/16

**Special Notes and Comments**

**MISCELLANEOUS:**

\*\*\*\*\*You MUST have this permit number available when\*\*\*\*\*

\*\*\*\*\*scheduling inspections - NO INSPECTION WILL

\*\*\*\*\*SCHEDULED WITHOUT PERMIT NUMBER.\*\*\*\*\*

\*\*\*\*NOTE: IF YOU ARE LOCATED WITHIN THE ETJ (EXTRA TERRITORIAL JURISDICTION) OF ANY CITY, IT IS YOUR RESPONSIBILITY TO CHECK WITH THAT CITY TO FIND OUT IF THERE ARE ANY ADDITIONAL REQUIREMENTS BY THAT CITY PERTAINING TO YOUR PROJECT.

\*\*\*\*NOTE: During any inspection, the Inspector will ONLY note the first five (5) failing code items. Once an Inspector has identified five (5) failing items, the inspection will cease at that time and no further items will be inspected. Those failing items and any other situations contrary to adopted codes must be corrected for any re-inspection. A failed re-inspection will result in a penalty fee. IF THIS IS YOUR FIRST PROJECT IN COLLIN COUNTY, PLEASE SCHEDULE A MEETING WITH AN INSPECTOR PRIOR TO BEGINNING YOUR PROJECT TO AVOID ANY PROJECT DELAYS AND/OR FEES.\*\*\*

**OWNER CERTIFICATION:**

I certify that I am the property owner or the property owner's agent and that I have received, read and understand all "Special Notes and Comments"/permit requirements and I understand that this printed permit must be presented to the property owner),

Signature \_\_\_\_\_

Date Received \_\_\_\_\_

Printed Name \_\_\_\_\_

T/S: 02/29/2016 03:25 PM BROWNISTY

T/S: 02/29/2016 03:30 PM BROWNISTY

T/S: 02/29/2016 03:34 PM BROWNISTY

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	35264.00	.00	.00	35264.00
Grand Total	35264.00	.00	.00	35264.00

*Lonella J. Anderson*  
*Lonella J. Anderson*  
*23 March 2016*

MUST have Permit Location Card posted along with 911 Rural Address posted VISIBLE from roadway or inspection WILL NOT be performed.



COLLIN COUNTY DEVELOPMENT SERVICES  
 325 N. McDonald St., Ste. 170  
 McKinney, Texas 75069  
 (972)548-5585

Application Number . . . . . 15-00002157 Page 4  
 Property Address . . . . . 9331 (MCKINNEY) WESTRIDGE BLVD Date 3/23/16  
 TAX ID NUMBER . . . . .  
 Old Address . . . . .  
 Application Description . . . . . COMMERCIAL:OTHER  
 Subdivision Name . . . . .

Permit . . . . . COMMERCIAL BUILDING

Additional desc . . . . . APARTMENTS-LEASE OF./132 UNITS

Required Inspections

Seq	Insp Code	Description	Initials	Date
10	STOR	STORM WATER INSPECTION		
20-5	EMPR	FIRE MARSHAL PLAN REVIEW		
30	DSPR	DEVELOPMENT SVCS PLAN REVIEW		
40-10	NC01	INSPECTION 1 (T-POLE)		
40-10	NC02	INSPECTION 2 (RGH-PLBG)		
40	NC03	INSPECTION 3 (BLEC ROUGH)		
40	NC05	INSPECTION 6 (FINAL)		
40	SP4	OSSF FINAL INSPECTION		
40	SP3	OSSF INITIAL INSPECTION		
40	NC13	INSPECTION 4 (PLBG TOP-OUT)		
40	NC23	INSPECTION 5 (PLBG FIXTURES)		
999	NC08	INSPECTION 7 MISCELLANEOUS		
1000	NC07	INSPECTION FOR C/O		

**terri\_l\_anderson@msn.com**

---

**From:** "UB" <UtilityBilling@friscotexas.gov>  
**Date:** Monday, June 13, 2016 11:48 AM  
**To:** "TERRI ANDERSON" <terri\_l\_anderson@msn.com>  
**Subject:** RE: West Ridge Villas - 9331 Westridge Blvd., McKinney, TX 75070  
Dear Valued Customer,

We have received your request. We do not service this address. You will need to contact the City of McKinney.

If you have any questions, please call 972-292-5575.

Sincerely,

City of Frisco Utility Billing

---

**From:** TERRI ANDERSON [mailto:terri\_l\_anderson@msn.com]  
**Sent:** Friday, June 10, 2016 3:00 PM  
**To:** UB  
**Cc:** Leonard Dougal; Mallory Beck; Keller Webster; sfulks@kwaconstruction.com; Richie Keene  
**Subject:** West Ridge Villas - 9331 Westridge Blvd., McKinney, TX 75070  
**Importance:** High

Good afternoon,

The attached utility application has been faxed to the City of Frisco for service connection to questions.

Thank you,  
ADC West Ridge, LP

**terri\_l\_anderson@msn.com**

---

**From:** "Nell Lange" <NLange@friscotexas.gov>  
**Date:** Wednesday, June 15, 2016 3:16 PM  
**To:** <terri\_l\_anderson@msn.com>  
**Cc:** "John Lettelleir" <JLettelleir@friscotexas.gov>; "April Spann" <ASpann@friscotexas.gov>  
**Attach:** WRV Utility Frisco.pdf  
**Subject:** Application for Water and Sewer Service  
Ms. Anderson,

On June 10, 2016, the City of Frisco received your request for commercial water service for 9331 Westridge Boulevard. This property is within the City of Frisco's Certificate of Convenience and Necessity for water and sewer service. In order to qualify for service to the City of Frisco's water and sewer system, you must first comply with the City's subdivision regulations. These regulations include but are not limited to: constructing the applicable utility extensions and obtaining the necessary easements to serve the property. Those obligations are at the expense of the developer and apply to all applicants for service. Please refer to the City of Frisco Subdivision regulations and the approved preliminary plat that is on file that shows the proposed utility plan and easements to serve this property. Your application is denied because the above requirements have not been met. If you require further assistance, please contact John Lettelleir, (972) 292-5310.

Regards,

Nell Lange  
Assistant City Manager  
City of Frisco

CITY OF FRISCO  
FIRE HYDRANT METER APPLICATION  
(A \$1,350.00 DEPOSIT IS REQUIRED WITH THIS APPLICATION)  
Pick up & Return Hours: 8:00Am-11:55Am & 1:00Pm -2:40PM

FH16- 0106

Company Tax ID Number: 201464025

KWA Construction  
Company Name

Office Telephone Number

JUNE 23, 2016  
Date

16800 Westgrove Dr, Ste 300, Addison, TX 75001  
Company Address

9331 Westridge Blvd, McKinney, TX 75070  
Job Site Address

Job Site Telephone Number

Job Site Contact

Louis MARTINEZ

Stan Fulks  
Meter picked up by

70282931  
Meter Number

008031<sup>00</sup>  
Initial Reading

City Project: YES ☐ NO ☒ If YES: Project Name: \_\_\_\_\_ Bid #: \_\_\_\_\_

**\*\*\*METER READINGS WILL BE CALLED IN EVERY MONTH, NO LATER THAN THE 5TH TO 972-292-5812. FAILURE TO COMPLY WILL RESULT IN A \$100 FINE. (INITIALS) SF \*\*\*\***

**\*\*\* FIRE HYDRANT METER RETURN POLICY RECEIVED: (INITIALS) SF \*\*\*\***

**\*\*\* ALL BACK FLOW DEVICES WILL BE REQUIRED TO BE TESTED ONCE A YEAR BY THE CONTRACTOR AND PAPERWORK TURNED INTO PUBLIC WORKS: (INITIALS) SF \*\*\*\***

**\*\*\*METERS FOUND BEING USED WITH CRACKED LENS WILL RESULT IN A \$190 FINE\*\***

**\*\*\*METERS FOUND BEING USED WITH NO REGISTER WILL RESULT IN A \$500 FINE\*\***

The minimum monthly usage is 2,000 gallons (\$164.51) usage over the first 2,000 gallons (2,001- 40,000) is \$3.76 per 1,000 gallons. Cost per thousand gallons over 40,000 gallons is \$5.25. A \$25.00 monthly rental fee will be added to the monthly water bill. The total minimum monthly payment is \$189.5.

THE TCEQ REQUIRES THAT ALL FIRE HYDRANT METERS WHILE IN USE HAVE ALL FITTINGS AND EQUIPMENT ATTACHED AT ALL TIMES. FAILURE TO COMPLY WILL RESULT IN IMMEDIATE HALT OF ALL SITE OPERATIONS AND FORFEITURE OF THE DEPOSIT, FIRE HYDRANT METER, AND USE OF THE CITY WATER SYSTEM. THE CONTRACTOR WILL BE REQUIRED TO REAPPLY FOR A NEW FIRE HYDRANT METER. THE FIRE HYDRANT METER IS RENTED FROM THE CITY OF FRISCO AND SHALL REMAIN THE PROPERTY OF THE CITY OF FRISCO EVEN IF DEPOSIT IS FORFEITED FROM BREAKAGE OF FIRE HYDRANT METER.

**RETURN POLICY:** FIRE HYDRANT METERS MUST BE RETURNED IN THE SAME WORKING CONDITION WITH ALL ATTACHMENTS AND FITTINGS AS ORIGINALLY ISSUED OR THE ENTIRE DEPOSIT WILL BE FORFEITED. FIRE HYDRANT METERS WITH ADDITIONAL ATTACHMENTS WILL NOT BE ACCEPTED.

[Signature]  
Signature

Fees last updated 04-07-2014; Ordinance # 10-10-50

**METER RETURN INFORMATION**

Date Returned

Meter Returned by

Final Reading

TESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPOSIT TO BE RETURNED: YES ☐ NO ☐ IF NO REASON WHY: \_\_\_\_\_

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