

Notice Notice Notice

To whom it may concern:

Stated on all fire hydrant meter applications, the meter user is required to call in the monthly reading. When these readings are not called in, it creates errors in the billing process.

Effective July 1, 2011

The City of Frisco is changing the billing cycle for all construction meter (fire hydrant meter) customers. In an effort to keep bills current, your readings must be called in by the **5th** of each month; however, after the **10th** day of the month your reading will be considered late, and the account will incur a \$100.00 fine. If you have any questions please call 972-292-5812.

Thank you for your cooperation,

Kevin Grant
City of Frisco
Operations Manager

Fire Hydrant Meter Testing Policy

- Fire Hydrant Meters will not be left by a contractor to be tested for any reason. NO EXCEPTIONS!!
- The response time for the meter crew will be 30 minutes once they are called to test a meter. Calling in before your arrival will cut down on wait time.
- If for some reason you cannot wait, you will have to take the meter with you and come back when you have time to test the meter.
- Fire Hydrant Meters will not be tested between 12-1pm, due to lunch schedule.
- No Fire Hydrant Meter will be tested after 3:00pm.
- Fire Hydrant Meters with extra fittings will not be tested/accepted. NO EXCEPTIONS!!
- Fire Hydrant Meter readings must be called no later than the 5th of each month. 972-292-5812.
- Fire Hydrant Meters should be supported at all times to take the strain off of the fire hydrant.

Company Name _____

FH16-_____

Meter Number	0	Submitted By
Reading		
Date		
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Receipt of Payment
City of Frisco
6101 Frisco Square Blvd
Frisco, Tx 75034
Main: 972.292.5300

Receipt # 16-12185
Print Date June 23, 2016
Print Time 8:53 am
Cashier MGB
Department Public Works
Paid by: KWA CONSTRUCTION
For: KWA CONSTRUCTION
16800 WESTGROVE DR
ADDISON, TX 75001

Reference Number: FH16-0106

Location:

Fee Type	Account Code	Fee Amount	Payment Type	Pmt Date
FIRE HYDRANT DEPOSIT	60000000-21410	1,350.00	CHECK 45948	6/23/2016

AMOUNT PAID: \$1,350.00

terri_l_anderson@msn.com

From: "Stan Fulks" <sfulks@kwaconstruction.com>
Date: Thursday, June 23, 2016 11:52 AM
To: <ghill@mckinneytexas.org>; <ajenkins@friscotexas.gov>
Cc: "TERRI ANDERSON" <terri_l_anderson@msn.com>; "Keller Webster" <kwebster@kwaconstruction.com>;
 "Brian Webster" <bwebster@kwaconstruction.com>; "Richie Keene" <rkeene@kwaconstruction.com>
Subject: RE: Frisco Will Serve Letter and Map for West Ridge Villas
 Mr. Hill,

Per our phone conversation a few moments ago in which your only comment was that this issue needed to go through the City of Frisco or Collin County and that you had no further say;

Here is what I have confirmed with Mr. Alex Jenkins with the City of Frisco's Public Utility Department. Per the City's maps, the hydrants on the south side of Westridge Blvd. in the area of the Montessori school belong to the City of Frisco. This only confirms what their engineering depart had said and as previously documented in the letter and map I sent you. If you wish to confirm this you may contact Mr. Jenkins as he is included in this email.

I would also like to add that you said this area was not in McKinney's CCN so I am not certain of the keep this issue amicable.

We will be utilizing the hydrant in front of the school this afternoon. Thank you so much for your help in this matter.

Stan Fulks, Senior Project Manager
 KWA Construction, 16800 Westgrove Dr., Addison, Tx 75001
 Off. 214-978-0177 Mbl. 214-385-9936
 sfulks@kwaconstruction.com

From: Stan Fulks
Sent: Thursday, June 23, 2016 10:12 AM
To: 'chill@mckinneytexas.org' <chill@mckinneytexas.org>
Cc: 'TERRI ANDERSON' <terri_l_anderson@msn.com>; Keller Webster <kwebster@kwaconstruction.com>; Brian Webster <bwebster@kwaconstruction.com>; Richie Keene <rkeene@kwaconstruction.com>
Subject: Frisco Will Serve Letter and Map for West Ridge Villas

Mr. Hill,

Please find attached the will serve letter from the City of Frisco and the accompanying map showing the locations of service. When I had met with Toyin Fawehinmi, Stephanie Miller and Lori Chapin with the City of Frisco, two weeks ago, they confirmed the map and the location of services. With that knowledge, we in good faith proceeded to utilize the water service for our use using a Frisco approved meter.

Again today I went to the Frisco utility department, showed them a map and requested a new temporary water meter. They gave me a meter without issue. Based upon the City of Frisco's knowledge and cooperation, we plan to continue our work utilizing the meter supplied by the City of Frisco. Should there be issue with this, please contact me.

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Thank you,

Stan Fulks, Senior Project Manager
KWA Construction, 16800 Westgrove Dr., Addison, Tx 75001
Off. 214-978-0177 Mbl. 214-385-9936
sfulks@kwaconstruction.com

From: kwascanner@gmail.com [mailto:kwascanner@gmail.com]
Sent: Thursday, June 23, 2016 9:55 AM
To: Stan Fulks <sfulks@kwaconstruction.com>
Subject: Message from KM_C454e

terri_l_anderson@msn.com

From: "Keller Webster" <kwebster@kwaconstruction.com>
Date: Tuesday, June 28, 2016 4:10 PM
To: "TERRI ANDERSON" <terri_l_anderson@msn.com>
Cc: "Brian Webster" <bwebster@kwaconstruction.com>; "Richie Keene" <rkeene@kwaconstruction.com>; "Stan Fulks" <sfulks@kwaconstruction.com>; "Frank Pollacia" <pollacia@architettura-inc.com>
Attach: image2016-06-28-181724.pdf
Subject: FW: West Ridge Apts. Water Issue
 Terri,

Attached you will find a letter from our earthwork subcontractor outlining the obstacles they have encountered by the City of Frisco and the City of McKinney concerning their attempts in obtaining the water necessary to moisture condition the foundation pads. I do not know what "legal matters" Mr. Goulette with the City of Frisco is speaking. KWA Construction has not received any legal notices from any one regarding this project.

Not having access to water to moisture condition the pads will effectively shut the job down.

Please let me know ASAP as to how you would like to proceed.

Thanks,

Keller

From: Stan Fulks
Sent: Tuesday, June 28, 2016 3:38 PM
To: Keller Webster <kwebster@kwaconstruction.com>
Cc: Brian Webster <bwebster@kwaconstruction.com>; Richie Keene <rkeene@kwaconstruction.com>
Subject: FW: West Ridge Apts. Water Issue

Keller,

Per our conversation, I just received this from Craig at Weir Bros.

Thanks,

Stan Fulks, Senior Project Manager
 KWA Construction, 16800 Westgrove Dr., Addison, Tx 75001
 Off. 214-978-0177 Mbl. 214-385-9936
sfulks@kwaconstruction.com

From: Craig Williams [<mailto:cwilliams@weirbros.com>]
Sent: Tuesday, June 28, 2016 3:34 PM
To: Stan Fulks <sfulks@kwaconstruction.com>
Subject: West Ridge Apts. Water Issue

Stan,

Thanks,

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Craig Williams

Weir Brothers Contracting, LLC.

From: MinoltaCopier@weirbros.com [mailto:MinoltaCopier@weirbros.com]

Sent: Tuesday, June 28, 2016 3:26 PM

To: cwilliams@weirbros.com

Subject:

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ADC00438

7/23/2016



**Weir
Brothers
Contracting, LLC**

P.O. Box 541793
Dallas, Texas 75354-1793
Phone: (972) 556-2000 Fax: (972) 556-2249

06/28/16

KWA Construction, LP.
Addison, TEXAS
FAX: 214-999-1052

ATTENTION: Stan Fulks

REFERENCE: West Ridge Apartments

On Friday afternoon 6/24/2016 Randy Roland the Assistant Chief of Police for McKinney, Texas stopped by the West Ridge Apartment job site. He informed Weir Brothers Contracting, LLC. Operators that the next time someone from this job tried to get any water from a McKinney water meter they would be going to jail and there would be stiff fines to pay.

Tuesday morning (6/28/2016) Joe Thomason (Weir Employee) went to the City of Frisco to see if Weir Brothers Contracting, LLC. could get a Frisco water meter and attach it to a Frisco Fire Hydrant outside of McKinney City Limits and Truck in Water in to the West Ridge Apartment Site.

Joe Thomason was told yes and was given a water meter. He left the City of Frisco with Water Meter in Hand. He soon got a call from Chris Goulette with the City of Frisco stating not to use that meter for any water for the West Ridge Apartment site. He also stated that neither City of Frisco nor the City of McKinney would supply any water to the West Ridge Apartment site until some Legal matters were addressed.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Craig Williams
Weir Brothers Contracting, LLC.

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Reply | ▾ Delete Junk | ▾ ...



Fw: TDHCA #15195 - Westridge Villas Request for Support Resolution from the City of Frisco

TERRI ANDERSON

Mon 1/26/2015 4:45 PM

To: gpurefoy@friscotexas.gov

Cc: sbrown@friscotexas.gov



Reply | ▾

Sent Items

This message was sent with high importance.

City of Frisco Letter of S...
10 MBSample City of Frisco.Re...
13 KB

Show all 2 attachments (10 MB) Download all Save all to OneDrive - Personal

Good afternoon Mr. Purefoy,

Please see the attached formal request letter submitted on behalf of ADC Westridge Villas, LP for consideration at the next City Council meeting. I provided the attached letter to Ms. Brown and in the interest of time wanted to make sure I was able to meet the City Council Agenda submission deadline.

We appreciate your consideration.

Sincerely,

Terri L. Anderson

Anderson Development & Construction, LLC.

From: terri.l.anderson@msn.com**Sent:** Monday, January 26, 2015 3:37 PM**To:** sbrown@friscotexas.gov**Subject:** TDHCA #15195 - Westridge Villas Request for Support Resolution from the City of Frisco

Good afternoon,

Per our discussion earlier today and earlier this month, please see the attached formal request from ADC Westridge Villas, LP for a Resolution of Support from the City of Frisco.

Please call me at (972) 567-4630 if you need additional information or have any questions. I 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

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ADC01832

12/21/2016

Fw. TDHCA #15195 - Westridge Villas Request for Support Resolution from the City of Frisco

 Reply |   Delete Junk |  



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January 26, 2015

Ms. Stacy Brown, Housing and Grant Administrator
City of Frisco
City Manager's Office, C516
6101 Frisco Square Blvd.
Frisco, TX 75034

Re: Resolution of Support from the City of Frisco for TDHCA #15195 -
Westridge Villas located on the Southside of Westridge Blvd in the Frisco ETJ

Dear Ms. Brown,

Thank you for taking the opportunity to speak with me regarding ADC Westridge Villas, LP's application to the Texas Department of Housing and Community Affairs (TDCHA) for Housing Tax Credits; and a possible application for Local Political Subdivision Funding through a City of Frisco application to TDHCA for HOME Funds or other discretionary funds, and/or Tax Exempt Bonds for the sole benefit of ADC Westridge Villas, LP.

TDHCA PRE-APPLICATION

ADC Westridge Villas, LP made a pre-application to TDHCA on January 8, 2015 for 2015 Housing Tax Credits (HTC) and anticipates making a full application as soon as possible for the competitive 9% tax credits in the month of February, 2015. According to the Qualified Allocation Plan (QAP), which governs TDHCA's administration of the HTC program, a resolution of support as well as local political subdivision funding is necessary to achieve maximum points for all competitive tax credit applications.

RESOLUTION OF SUPPORT

Please accept this letter as a formal request to the City of Frisco by ADC Westridge Villas, LP to provide a resolution of support for the development of Westridge Villas, a to be constructed 140 unit development located on approximately five (5) acres in the Frisco ETJ on the Southside of Westridge Blvd, just West of Custer Road. The property is proposed to be a Class A four-story family community, with exceptional amenities designed to complement the needs of our residents. Additionally, tenant services will be provided for the residents at no additional cost. Please see the proposed form of resolution attached.

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Approximately 130 units will be affordable to families earning 60% or less of the Area Median Income (AMI), and the remaining 10 units being at market rental rates.

PROJECT SCHEDULE

The full applications are due to TDHCA no later than February 27, 2015. Anderson Development & Construction, LLC (ADC) has invested a considerable amount of time into the planning of Westridge Villas to date and believes the City of Frisco will find its proposed schedule for development favorable. In addition to securing site control, ADC has commenced site planning and engineering. TDHCA will announce the award of 9% tax credits at the end of July, 2015 Board Meeting. Assuming Westridge Villas receives its award of 9% LIHTCs, ADC anticipates closing all project loans by March, 2016. Construction would begin immediately upon closing and the property would be fully constructed and placed in service on or before December 31, 2017.

DEVELOPMENT EXPERIENCE

Having been in the affordable housing development business since 2003, my company and its affiliates have assisted with the development of over 1,670 affordable housing units in the great State of Texas. Please see attached my resume and Anderson Capital, LLC's development experience.

The proposed design of Westridge Villas is modern, featuring 100% masonry exteriors and careful architectural detailing. The project is planned to include 140 units in total and offer its residents their choice of 1-bed / 1-bath, 2-bed / 2-bath and 3-bed / 2-bath unit configurations. Residents of Westridge Villas will have access to community amenities such as a swimming pool, business center, and fitness room. The project is planned to be approximately 185,000 square feet in total. Additionally, Anderson Development will pursue, at a minimum, a LEED Silver certification for the project through the community's development and construction process.

Westridge Villas will be designed by Architettura, Inc., an experienced architectural firm with extensive experience with multifamily design. Within the past five (5) years, Architettura has designed four of the five following properties associate with ADC's principals:

HTC				
Award	Property	Texas		Community
Year	Name	Location	# of Units	Type
2007-09	Villas on Raiford	Carrollton	180 units	Senior
2009	Taylor's Farm	Dallas	160 units	Family
2010	Hillside West	Dallas	130 units	Senior
2013	Millennium McKinney	McKinney	164 units	Family
2014	M2 Apts., aka Post Oak	McKinney	182 units	Family

PROFESSIONAL THIRD PARTY MANAGEMENT

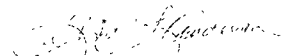
Upon its completion, it is anticipated Alpha Barnes Real Estate Services will be hired as the leasing agent and property manager for the Westridge Villas community. Alpha Barnes Real Estate Services was formed in the year 2000 by the merger of Alpha Management and Barnes Real Estate Services, Inc. The firm's primary business is the management of residential, rental real estate for private owners, non-profit entities, financial institutions and government agencies. Alpha Barnes Real Estate Services provides comprehensive management services that cover all phases of property operations including management, leasing maintenance, financial management and owner and governmental compliance and reporting. Alpha Barnes Real Estate Services takes pride in being a leader and an expert in managing properties that utilize LIHTC. The firm presently manages 80 properties which utilize LIHTCs including the most recent developments listed above. In addition to properties that utilize LIHTCs, Alpha Barnes Real Estate Services manages HUD-financed properties, operates multiple entities that have Projected-Based Section 8 rent subsidies and manages dozens of properties which utilize tax exempt bonds.

RESOLUTION FOR LOCAL POLITICAL SUBDIVISION FUNDING

In addition to the resolution of support, the QAP requires funding from the local political subdivision in order to maximize the point scoring. Based on the lack of available City of Frisco funds, a combination of in-kind contributions are requested herein for the waiver of any applicable building permits, utility tap fees, and or park dedication fees, which may be required. Additionally, it is requested the City of Frisco apply to TDHCA for HOME Funds or Tax Credit Assistance Program (TCAP) discretionary funds as may be available in future TDHCA NOFA's on behalf of ADC Westridge Villas, LP in the amount of \$2,000,000 or \$15,000 per affordable housing unit. The HOME Funds application will be the sole responsibility of ADC Westridge Villas, LP, and there would be no fund matching or funding contribution obligations required from the City of Frisco for these TDHCA funds.

Please contact me at (972) 567-4630 should you need additional information and look forward to your support. We greatly appreciate your consideration in helping us build healthy families by building healthy communities.

Respectfully submitted,



Terri L. Anderson
President

Local Government Resolution for 9% HTC Applications seeking points under §11.9(d)(1) of the QAP

Pursuant to §11.9(d)(1) of the QAP and in accordance with Texas Government Code §2306.6710(b), an Application may qualify for up to seventeen (17) points for a resolution or resolutions from the municipality and/or county in which the proposed development site is located. Resolutions that expressly set forth that the municipality or county supports the Application or Development are worth maximum points while resolutions setting forth that the municipality or county has no objection to the Applicant or Development are worth fewer points. A sample resolution is provided below:

Whereas, **ADC Westridge Villas, LP** has proposed a development for affordable rental housing at proposed to be located on 4.916 acres along the Southside of Westridge Blvd just West of Custer Road in the named Westridge Villas in the Frisco ETJ in Collin County, TX; and

Whereas, **ADC Westridge Villas, LP** has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2015 Competitive 9% Housing Tax Credits for **Westridge Villas**.

It is hereby

RESOLVED, that the City of Frisco, acting through its governing body, hereby confirms that it **supports** the proposed Texas Department of Housing and Community Affairs application #15195 for Westridge Villas located at 4.916 acres along the Southside of Westridge Blvd just West of Custer Road and that this formal action has been taken to put on record the opinion expressed by the City of Frisco on _____ **[date]**, and

FURTHER RESOLVED that for and on behalf of the Governing Body, _____ **[name; position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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 E mail terri_l_anderson@msn.com

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

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 rep District 3

TX Sen District 8

TX Rep District 33

dev Address 4.916 acres South side of Westridge Blvd, Lo

dev City Frisco

dev Zip Code 75070

ETJ? Yes

dev County Collin

Region 3

Rural/Urban Urban

Census Tract 48085030523

Census Tract 2

Census Tract 3

atrisk 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 Bo 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 Local Officials?

Are there Neighborhood Organizations whose boundaries contain 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 Sizes	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	31
Extended Affordability or Histor	2
Right of First Refusal	1
Funding Request Amount	1
Efficient Use of Limited Resourc	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 ETJ, County of Collin, Texas, known as 4.916 acres, South side of Westridge Blvd., Frisco ETJ, Collin County, TX (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 \$ 5000.00 with escrow agent within 240 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 [Signature] and Seller [Signature]

TREC NO. 9-11

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 240 JFA 207

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 OPA and Seller 3V

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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

Initialed for identification by Buyer JPA and Seller JPA

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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 Buyers MM and Seller MM

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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

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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 75034 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

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

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 TA and Seller JS

TREC NO. 9-11

ADC01845

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 4-28-2014
(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: () _____

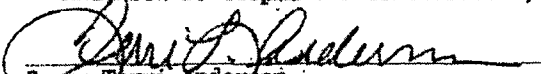
Facsimile: () _____

E-mail: _____

E-mail: _____

EXECUTED the 30th 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

ADC01846

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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> <u>State</u> <u>Zip</u>		<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> <u>State</u> <u>Zip</u>			
		<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> <u>State</u> <u>Zip</u>			
		<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 City State Zip

Email Address

Telephone ()

Facsimile: ()

TREC NO. 9-11

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ADC01847

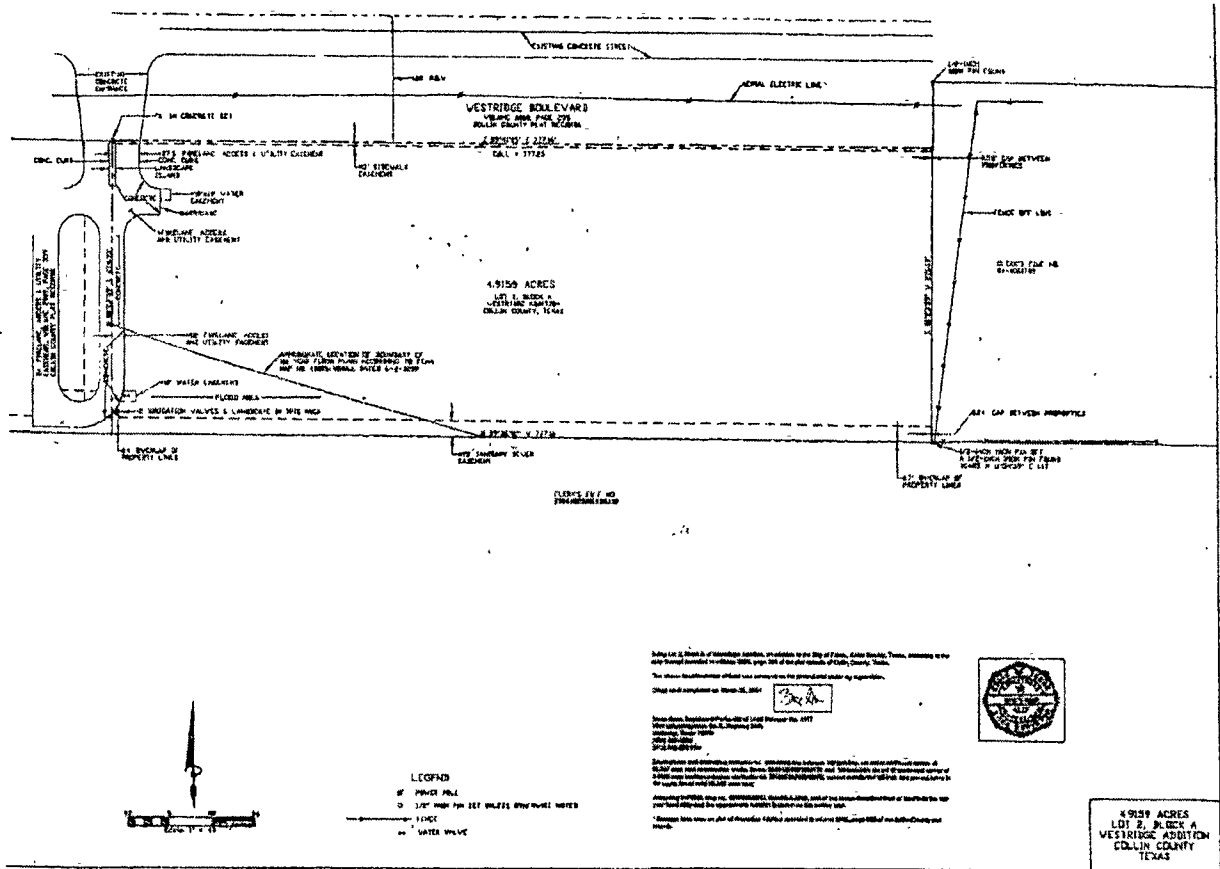


Exhibit
 Property Description

ADC01848



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 450 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.

- ☒ C. FHA INSURED FINANCING: A Section 221d4 FHA insured loan of not less than \$ 750 (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

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ADC01849

4.916 acres, South side of Westridge Blvd., Lot 2, Blk. A, Frisco TX, 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."

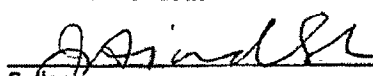
If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable 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

ADC01850

127

**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 ERI, 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 & Construction, LLC

Ker-Seva Ltd.

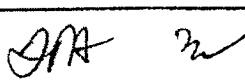

Buyer Terri Anderson


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

AMERICAN
FactFinder

48085

Census Tract # 48085030523

Legend:

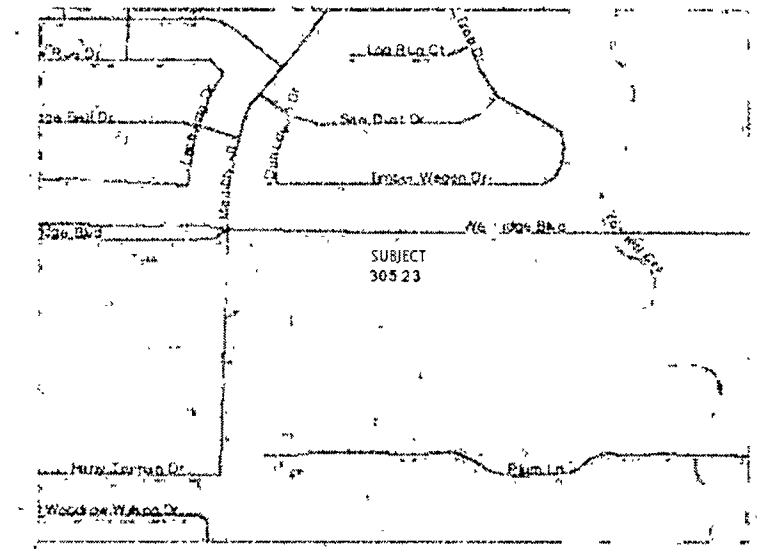
Boundaries

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

Features

- ☐ Stream/Waterbody

Items in grey text are not visible at this zoom level



Terri L. Anderson

347 Walnut Grove Lane, Coppell, TX 75019

Home phone: (972) 393-8161/Business phone: (972) 567-4630/Facsimile: (972) 462-8715

e-mail address: Terri_L_Anderson@msn.com

Education:	BBA in Finance, with 18 hours of Accounting - 1993 Baylor University, Waco, TX			
Licenses:	Texas Mortgage Broker License #21560 – 2003 to 2007			
Professional Affiliation:	The Real Estate Council Associate Leadership Council – Class of 2002 to 2003 The Real Estate Council Foundation Board ALC Representative – 2003 to 2004 The Real Estate Council Member – 2002 to present Texas Affiliation of Affordable Housing Providers – 2000-2002, 2008 to present			
Community Service:	IDT Community Development Financial Advisor – 2003 to 2006 LifeNet Community Development Behavioral Healthcare Board Officer – 2003 to 2005 Jack and Jill of America, Inc. – 2004 to present, Dallas Chapter Treasurer - 2005 to 2007 Center for Housing Resources Board Member – 2005 to present; Chair – 2010 to present North Texas Housing Coalition Board Member – 2005 to 2009 Texas Affiliation of Affordable Housing Providers Board Member – 2011 to 2013			
Development: Experience	Property Name	# Units	Location	Development Role
	Evergreen at Lewisville	218 Units	Lewisville, TX	Officer of NP GP/Owner
	Villas on Raiford	180 Units	Carrollton, TX	Consultant/Developer/Owner
Employment:	Anderson Capital, LLC – President (Coppell, TX)			
February 2003 - Present	Principal officer of full service commercial real estate consulting firm with a 80.51% success ratio securing over \$137,860,416 in competitive 9% housing tax credits through management of the tax credit application, financial modeling, and development processes; and securing over \$12MM in GSE loans through correspondent lending. Provide financial advisory and affordable housing consulting services for Non-profits and HOPE VI grant recipients. Formed Anderson Development & Construction, LLC in 2010.			
February 2011 - Present	Anderson Development & Construction, LLC - President (Coppell, TX)			
	Actively seeks development opportunities for commercial and multifamily Market Rate and Low Income Housing Tax Credit (LIHTC) properties.			
October 1999 - November '03	Arbor Commercial Mortgage, LLC - Loan Officer (Dallas, TX)			
	Originated over \$118MM in Fannie Mae, FHA, Conduit, and Structured Finance loans, including tax-exempt bond credit enhancements, for commercial and multifamily Market Rate and Low Income Housing Tax Credit (LIHTC) properties.			
October 1997 - October 1999	Fannie Mae - Multifamily Affordable Housing Account Executive (Dallas, TX)			
	Reviewed and analyzed underwriting for over \$200MM in MAH loan originations, LIHTC equity investments, and bond credit enhancements. Effectively managed ten Delegated Underwriting and Servicing (DUS) Lender relationships by assisting Chief Underwriters with loan structuring, waiver approvals, Prior Approval reviews, and loan commitments. Performed post closing due diligence reviews. Promoted programs and products at housing conferences and meetings with government official.			
April 1997 - October 1997	Texas State Affordable Housing Corporation (TDHCA Initiated/Affiliated 501c3 Non-Profit) - Multifamily Loan Officer - Administered a \$5MM second lien HOME Loan fund program designed to facilitate the development, new construction, and rehabilitation of affordable multifamily communities located in rural or under-served markets.			
March 1996 - October 1997	Texas Department of Housing and Community Affairs (Austin; TX)			

July 1996 - October 1997 - Bond Finance Division - Multifamily Loan Officer
 Issued \$112MM in Tax-Exempt Mortgage Revenue Bonds for acquisition and refinance of rent and income restricted multifamily communities using State Ceiling Cap Bond Allocations and 501c3 issuance authority. Performed credit analyses, reviewed bond documents, and delivered oral and written board presentations to the Texas Bond Review Board and the Department for bond issuing approval. Promoted and Marketed TDHCA Multifamily Bond Programs during various housing industry conferences and meetings to state government and elected officials, property owners, developers, lenders, and syndicators. Conducted research for and prepared special legislative projects as required.

March 1996 - July 1996 - Single Family Division - Business Development Officer
 Solicited statewide lender participation and conducted lender and realtor training for the Single Family First Time Homebuyer Bond Program and the Down Payment Assistance Program. Met with developers, lenders, realtors, non-profit organizations, and city officials to identify areas targeted for community revitalization. Promoted and Marketed TDHCA Single Family Bond Programs to consumers various during housing fairs and conferences.

Jan 1994 - March 1996

Franklin Federal Bancorp - Credit Officer (Austin, TX)

Completed the formal credit-training program. Analyzed credit risks for over \$150MM in loans with an 85% concentration in commercial real estate. Composed written credit presentations for Senior Loan Committee, and occasionally made proposed loan presentations to the committee.

July 1993 - Jan 1994

USAA Investment Management Company - Retirement Plans Specialist

(San Antonio, TX) Customer management for 401K updates and transfer accounts, drafted retirement plan correspondence, maintained customer files, addressed customer inquiries, and completed purchasing administration.

May 1991 - August 1991

United States Air Force, Pentagon - GS-4, Administrative Assistant

(Washington, DC) Summer Hire Program - Performed general administrative duties.

May '89/'90 - August '89/'90

United States Air Force, Bowling AFB - GS-4, Administrative Assistant

Dec 1989 - Jan 1990

(Washington, DC) Summer/Holiday Hire Program - Performed general administrative duties including back-up system maintenance, regulation editing, document clean-up, library maintenance and card filing for Air Force Publishing Headquarters.

References available on request



Housing Tax Credit Experience

Property Name	Property Location	# of Units	Property Type	Property Type	Program Year	Annual Credit Award	Total Credit Award
Lulac Village Park	* Corpus Christi, TX	152	Family	Sub Rehab	2004 Award	\$ 846,083	\$ 8,460,830
Vista Verde Phase I & II	* San Antonio, TX	190	Family	Sub Rehab	2005 Award	\$ 1,126,771	\$ 11,267,710
Saint Gerard	San Benito, TX	65	Family	Sub Rehab	2005 Award	\$ 284,900	\$ 2,849,000
Lulac West Park	* Corpus Christi, TX	124	Family	Sub Rehab	2006 Award	\$ 1,042,289	\$ 10,422,890
Lulac Amistad	* Sinton, TX	48	Family	Sub Rehab	2006 Award	\$ 323,130	\$ 3,231,300
Legacy Senior	Port Arthur, TX	126	Elderly	New Construction	2006 Award	\$ 961,150	\$ 9,611,500
Las Palmas Gardens	* San Antonio, TX	100	Family	Sub Rehab	2007 Forward	\$ 696,936	\$ 6,969,360
Zion Village Apartments	Houston, TX	50	Elderly	New Construction	2007 Award	\$ 541,928	\$ 5,419,280
Villas on Raiford	Carrollton, TX	180	Elderly	New Construction	2007/2008 Award	\$ 1,200,000	\$ 12,000,000
Zion Village Apartments	Houston, TX	-	Elderly	New Construction	2008 Award	\$ 81,041	\$ 810,410
Villas on Raiford	Carrollton, TX	-	Elderly	New Construction	2008 Award	\$ 169,155	\$ 1,691,550
Taylor Farms	Dallas, TX	160	Family	New Construction	2009 Award	\$ 1,879,930	\$ 18,799,300
Hillside West Seniors	Dallas, TX	130	Elderly	New Construction	2010 Forward	\$ 1,632,728	\$ 16,327,280
Millennium McKinney	McKinney, TX	164	Family	New Construction	2013 Award	\$ 1,500,000	\$ 15,000,000
M2 Apartments	McKinney, TX	182	Family	New Construction	2014 Award	\$ 1,500,000	\$ 15,000,000
Total		1671				\$ 13,786,041	\$ 137,860,410

* Non-profit owner

ADC01855

WESTRIDGE VILLAS - Frisco ETJ, Collin County, TX



**PROPOSED ELEVATION
4 LEVEL CONSTRUCTION OVER PODIUM GARAGE**

ADC01856





ADC01858





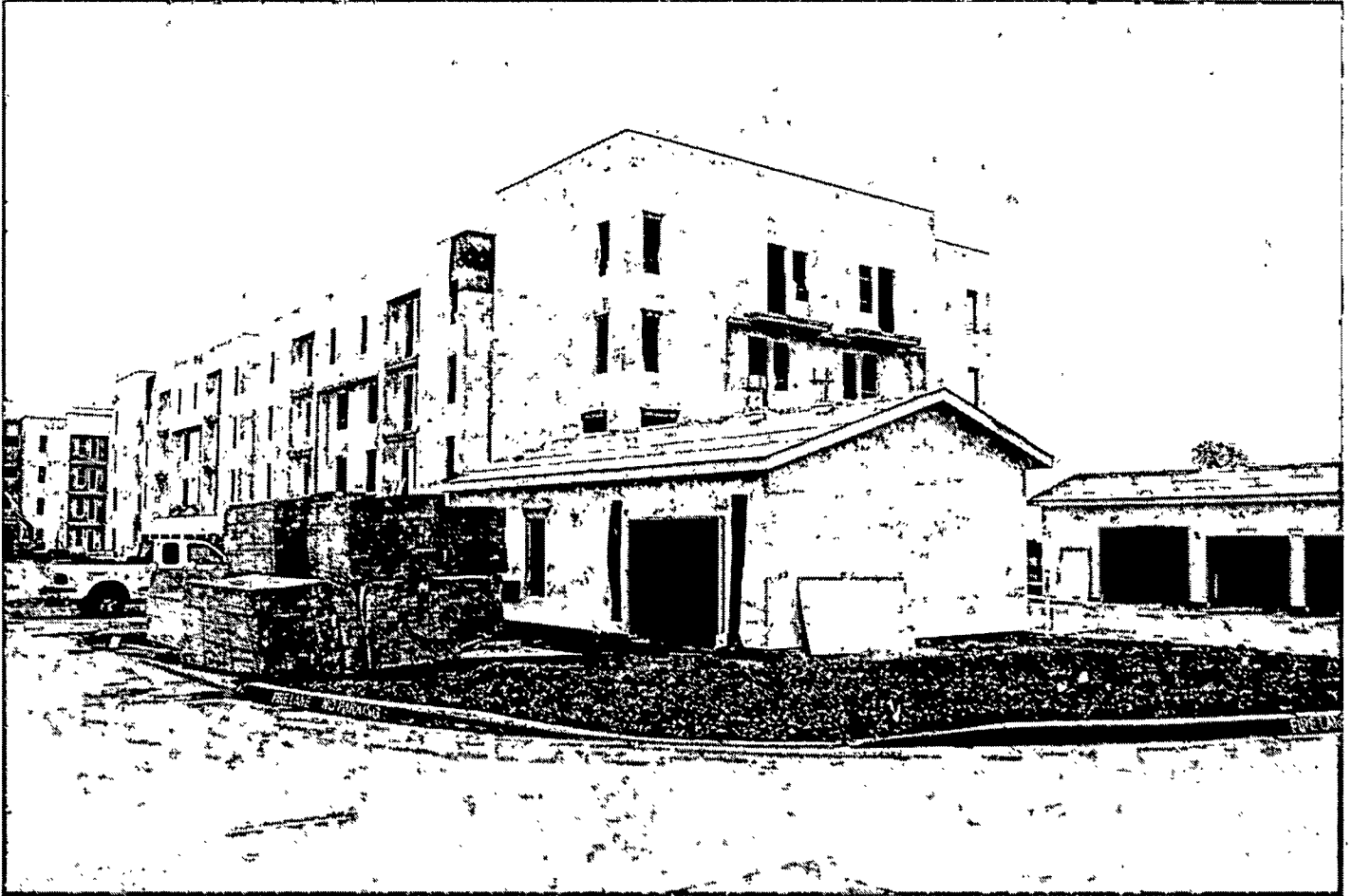
12.10.2014

ADC01860 6



12.10.2014

ADC01861 8



12.10.2014

ADC01862 24



12.10.2014

ADC01863 34



12.10.2014

ADC01864 35



12.10.2014

ADC01865 39

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

FORMAL COMPLAINT OF ADC WEST RIDGE, L.P. AND CENTER FOR HOUSING RESOURCES, INC. AGAINST THE CITY OF FRISCO	§ § § § §	BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS
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**ADC WEST RIDGE VILLAS, L.P. AND CENTER FOR
HOUSING RESOURCES, INC.'S DOCUMENT PRODUCTION LOG**

Frisco RFI #	Responsive Bates Numbers
1	ADC00001-00044
2, 3	ADC00045-00049
4, 7	ADC00050-00081
5, 8 6, 9	ADC00082-00087
10, 13	ADC00088-00275
11, 12, 14, 15	ADC00276-01022 ADC01100-01136 ADC01148-01289
52-54, 58-60, 64-66, 70-72, 76-78, 82-84	ADC00050-00081 ADC00082-00087 ADC00088-00275 ADC00276-01022 ADC01023-01097 ADC01137-01138
55-57, 61-63, 67-69, 73-75, 79-81, 85-87	ADC00088-00121 ADC01047-01069 ADC01070-01092
94	ADC00088-00121 ADC01098-01099
97-99	ADC00001-00044 ADC00045-00049 ADC01070-01092

101	ADC01047-01069 ADC00001-00044
106, 108, 109, 110	ADC1441-01460
118	ADC001461-01674
119	ADC01431-01439
120	ADC01675-1682
121	ADC01440 ADC01683
135, 136	ADC01684-01685
137, 138	ADC01686-01702
163, 164	ADC01703
196	ADC01704-01718
197, 198	ADC01719-01733
211	ADC01734-01740
213	ADC01741-01745
218	ADC01746-01749
219	ADC01750-01756
234	ADC01757-01760
Rule 194.2 and Order No. 3	Responsive Bates Numbers
	ADC01139-01147 ADC01290-01430 ADC01761-01831
PUC Staffs' RFIs	
1-5	ADC00050-00087 ADC00276-00292 ADC00428 ADC01832-01865

1-6	ADC00050-00087 ADC00276-00306 ADC00408-00434 ADC00437-00439 ADC01832-01865