



Control Number: 45870



Item Number: 60

Addendum StartPage: 0

RECEIVED

FORMAL COMPLAINT OF KER-SEVA,  
LTD. AGAINST THE  
CITY OF FRISCO, TEXAS

§ BEFORE THE  
§ STATE OFFICE OF  
§ ADMINISTRATIVE HEARINGS  
JULY -3 PM 3:59  
PUBLIC UTILITY COMMISSION

**CITY OF FRISCO'S SECOND SET OF REQUESTS FOR INFORMATION AND  
REQUESTS FOR ADMISSION**

COMES NOW, the City of Frisco, Texas ("City" or "Frisco"), and file this their Second Set of Requests for Information ("RFIs") and Requests for Admission to Ker-Seva Ltd., ADC West Ridge, LP and Center for Housing Resources, Inc., pursuant to 16 Tex. Admin. Code 22.144(c) and (j) in this docket. Responses to the RFIs and Requests for Admission set forth in Exhibit A through C should be served on the undersigned counsel for the City at the address indicated within twenty (20) days of service hereof.

Respectfully submitted,

**Russell & Rodriguez, L.L.P.**  
1633 Williams Drive, Building 2, Suite 200  
Georgetown, Texas 78628  
(512) 930-1317  
(866) 929-1641 (Fax)

**Abernathy Roeder Boyd & Hullett, P.C.**  
Richard Abernathy  
State Bar No. 00809500  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
(214) 544-4000  
(214) 544-4040 (Fax)

\_\_\_\_\_/s/ Arturo D. Rodriguez, Jr.  
ARTURO D. RODRIGUEZ, JR.  
State Bar No. 00791551

**ATTORNEYS FOR THE CITY OF FRISCO**

## CERTIFICATE OF SERVICE

I hereby certify that on this 3<sup>rd</sup> day of November, 2016, a true and correct copy of the foregoing document has been sent via facsimile, first class mail, or hand-delivered to the following counsel of record:

Mr. Sam Chang  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326  
sam.chang@puc.texas.gov  
(512) 936-7261  
(512) 936-7268 Fax

*Via facsimile*

Leonard Dougal  
Jackson Walker L.L.P.  
100 Congress, Suite 1100  
Austin, Texas 78701  
ldougal@jw.com  
(512) 236-2233  
(512) 391-2112 Fax

*Via facsimile*

/s/ Arturo D. Rodriguez, Jr.  
ARTURO D. RODRIGUEZ, JR.

## **EXHIBIT A**

### **DEFINITIONS**

The following definitions are applicable to the RFIs and Requests for Admissions.

1. "City" or "Frisco" refers to the City of Frisco, Texas.
2. "Ker-Seva" refers to Ker Seva, Ltd., its officers, employees, consultants, agents, attorneys, and affiliates to the extent such persons are acting for or on behalf of Ker Seva, Ltd.
3. "ADC West Ridge" refers to ADC West Ridge Villas, LP, its officers, employees, consultants, agents, attorneys, and affiliates to the extent such persons are acting for or on behalf of ADC West Ridge Villas, LP.
4. "Center for Housing Resources" refers to Center for Housing Resources, Inc., its officers, employees, consultants, agents, attorneys, and affiliates to the extent such persons are acting for or on behalf of Center for Housing Resources, Inc.
5. "Complainants" refers to Ker Seva Ltd., ADC West Ridge, LP, and Center for Housing Resources, Inc. collectively or independently.
6. "Property" refers to the approximately 8.5 acres of land in Collin County, Texas, identified as the "Property" in that certain Annexation Agreement, contained in Exhibit C to the Second Amended Formal Complaint Against the City of Frisco, Texas, filed Ker-Seva Ltd., ADC West Ridge, LP and Center for Housing Resources, Inc. in this docket.
7. "Lot 1" refers to the portion of the Property with the address of 9421 Westridge Boulevard, identified as Lot 1, Block A.
8. "Lot 2" refers to the portion of the Property with the address of 9331 Westridge Boulevard, identified as Lot 2, Block A.
9. "Exhibit C" refers to the attached document labeled Exhibit C, entitled "Annexation Agreement" which was executed on or about October 15, 2006.
10. "Exhibit B" refers to the attached document labeled Exhibit B, entitled "Fair Housing Complaint Timeline."
11. "Document" and/or "Documents" refers to all written, reported, or graphic matter within the scope of Rules 22.141 and 22.144 of the Public Utility Commission of Texas, however produced or reproduced. Without limiting the foregoing, the terms include: papers, books, accounts, drawings, graphs, charts, photographs, electronic or videotape recordings, and any other data compilations from which information can be obtained and translated, if necessary, by the person from whom information is sought, into reasonably usable form, agreements, contracts, communications, correspondence, letters, faxes, email, instant message records, memoranda, records, reports, summaries, records of telephone conversations, diary entries, calendars, appointment books, drafts, notes, telephone bills or

records, bills, statements, records of obligations and expenditures, invoices, lists, journals, receipts, checks, canceled checks, letters of credit, envelopes, folders, voice recordings, video recordings, electronic data, electronic media, and any other data or information that exists in written, electronic, or magnetic form.

12. "Communication" shall mean the transmittal of information (in the form of facts, ideas, inquiries, or otherwise) by any method or manner between two or more persons.
13. "Describe" means to provide a detailed narrative concerning the information which is the subject of the RFI.
14. "Relate to," "related to," or "relating to" means concerning, referring to, having a relationship with or to, pertaining to, identifying, pertinent to, describing, explaining, summarizing, or to be otherwise factually, legally, or logically connected to the subject matter of the particular request.
15. The words "and" and "or" shall be construed either conjunctively or disjunctively as required by the context to bring within the scope of these requests any document that might be deemed outside its scope by another construction.
16. "Person" shall mean any natural person, corporation, proprietorship, partnership, professional corporation, joint venture, association, group, governmental agency, or agent, whether foreign or domestic or any other entity.

## **B. INSTRUCTIONS**

1. These Requests for Information and Requests for Admission are governed by the definitions and instructions contained in the Public Utility Commission of Texas rules and the Texas Rules of Civil Procedure, which are supplemented as permitted by the specific instructions and definitions herein.
2. Written responses to these Requests for Information and Requests for Admission should be served twenty (20) days after service of these Requests upon you.
3. Your responses should conform to the rules of the Public Utility Commission of Texas and the Texas Rules of Civil Procedure.
4. In accordance with 16 Tex. Admin. Code Sec. 22.144, each RFI shall be answered separately, shall identify the preparer and the sponsoring witness, shall be preceded by the RFI, and all responses shall be filed under oath.
5. Each document that is made available for review in response to these RFIs shall be produced as it is kept in the usual course of business (i.e., in the file folder or binder in which the documents were located when the request was served) or the documents shall be organized or labeled to correspond to the category of documents requested.
6. If the documents requested herein include electronic data and magnetic data, they shall be produced in their native format with all metadata intact.

7. When answering these RFIs, you are requested to furnish all information available to you, including information in the possession of your attorneys, investigators, consultants, employees, agents, representatives, or any other person acting on your behalf, and not merely such information as is held or known by you personally.
8. In the event any document or other thing referred to in these RFIs is not in your possession, custody, or control, specify what disposition was made of it and identify the person or entity who now has possession, custody, or control of the document or thing.
9. If you object to any RFI or Request for Admission, you must comply with 16 Tex. Admin. Code Sec. 22.144(d), and you must contact the undersigned so that the parties may negotiate diligently and in good faith prior to the filing of an objection. Objections must be filed within ten (10) calendar days of receipt of these Requests.
10. Any agreement to extend the time to respond to these Requests for Information and Requests for Admission must be in writing. No extensions of time to object to any of the individual document requests should be presumed or assumed unless the agreement between counsel to extend the response date is specifically set forth in writing.
11. Unless otherwise noted in a specific request, the time period applicable to the requests are January 1, 2008, to the present.
12. PLEASE TAKE FURTHER NOTICE that the RFIs are continuing in nature. Your answers and responses must include all documents that are currently in your possession, custody, and control and that come into your possession, custody, or control in the future.

### **C. REQUESTS FOR INFORMATION**

**Request for Information No. 105:** Please produce all documents evidencing any easements or other property interest acquired or attempted to be acquired to receive retail water service to by Ker Seva to:

- a. The Property
- b. Lot 1
- c. Lot 2

**Response:**

**Request for Information No. 106:** Please produce all documents evidencing any easements or other property interest acquired or attempted to be acquired to receive retail water service to by ADC West Ridge to:

- a. The Property
- b. Lot 1
- c. Lot 2

**Response:**

**Request for Information No. 107:** Please produce all documents evidencing any easements or other property interest acquired or attempted to be acquired to receive retail water service to by Center for Housing Resources to:

- a. The Property
- b. Lot 1
- c. Lot 2

**Response:**

**Request for Information No. 108:** Please produce all documents evidencing any easements or other property interest acquired or attempted to be acquired to receive retail sewer service to by Ker Seva to:

- a. The Property
- b. Lot 1
- c. Lot 2

**Response:**

**Request for Information No. 109:** Please produce all documents evidencing any easements or other property interest acquired or attempted to be acquired to receive retail sewer service to by ADC West Ridge to:

- a. The Property
- b. Lot 1
- c. Lot 2

**Response:**

**Request for Information No. 110:** Please produce all documents evidencing any easements or other property interest acquired or attempted to be acquired to receive retail water service to by Center for Housing Resources to:

- a. The Property
- b. Lot 1
- c. Lot 2

**Response:**

**Request for Information No. 111:** Please produce all documents regarding any communication with the City of McKinney to receive retail water service by Ker Seva to:

- d. The Property
- e. Lot 1
- f. Lot 2

**Response:**

**Request for Information No. 112:** Please produce all documents regarding any communication with the City of McKinney to receive retail water service by ADC West Ridge to:

- d. The Property
- e. Lot 1
- f. Lot 2

**Response:**

**Request for Information No. 113:** Please produce all documents regarding any communication with the City of McKinney to receive retail water service by Center for Housing Resources to:

- d. The Property
- e. Lot 1
- f. Lot 2

**Response:**



**Request for Information No. 114:** Please produce all documents regarding any communication with the City of McKinney to receive retail sewer service by Ker Seva to:

- d. The Property
- e. Lot 1
- f. Lot 2

**Response:**

**Request for Information No. 115:** Please produce all documents regarding any communication with the City of McKinney to receive retail sewer service by ADC West Ridge to:

- d. The Property
- e. Lot 1
- f. Lot 2

**Response:**

**Request for Information No. 116:** Please produce all documents regarding any communication with the City of McKinney to receive retail sewer service by Center for Housing Resources to:

- d. The Property
- e. Lot 1
- f. Lot 2

**Response:**

**Request for Information No. 117:** Please indicate the date Exhibit B was drafted and identify the persons to whom Complainants provided the document.

**Response:**

**Request for Information No. 118:** Exhibit B refers to and identifies Exhibit A through BB. Please provide all exhibits referred to and identified in Exhibit B.

**Response:**

**Request for Information No. 119:** Please produce the video referred to in Exhibit B for the entry dated 10/6/2016.

**Response:**

**Request for Information No. 120:** After the entry on 10/6/2016 in Exhibit B, the following text appears: *“Frisco and McKinney inspectors and police drive by constantly intimidating contractors, parking on site and stopping work without jurisdiction threatening statutorily prohibited arrest and fines.”* Please detail all such incidences referred to in the quoted text, including the date the incidences occurred. Please include the date, name, position, and address of each person involved in such incidences. In addition, produce all documents that relate to each incident referred to in the quoted text.

**Response:**

**Request for Information No. 121:** For the entry dated 9/15/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 122:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 9/15/2016 on Exhibit B.

**Response:**

**Request for Information No. 123:** For the entry dated 1/7/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 124:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 1/7/2015 on Exhibit B.

**Response:**

**Request for Information No. 125:** For the entry dated 1/26/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 126:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 1/26/2015 on Exhibit B.

**Response:**

**Request for Information No. 127:** For the entry dated 2/13/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 128:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 2/13/2016 on Exhibit B.

**Response:**

**Request for Information No. 129:** For the entry dated 2/16/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 130:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 2/16/2015 on Exhibit B.

**Response:**

**Request for Information No. 131:** For the entry dated 2/17/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 132:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 2/17/2015 on Exhibit B.

**Response:**

**Request for Information No. 133:** For the entry dated 2/20/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 134:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 2/20/2015 on Exhibit B.

**Response:**

**Request for Information No. 135:** For the entry dated 2/24/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 136:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 2/24/2015 on Exhibit B.

**Response:**

**Request for Information No. 137:** For the entries dated 3/3/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 138:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entries dated 3/3/2015 on Exhibit B.

**Response:**

**Request for Information No. 139:** For the entry dated 3/16/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 140:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 3/16/2015 on Exhibit B.

**Response:**

**Request for Information No. 141:** For the entry dated 3/25/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 142:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 3/25/2015 on Exhibit B.

**Response:**

**Request for Information No. 143:** For the entry dated 4/2/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 144:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 4/2/2015 on Exhibit B.

**Response:**

**Request for Information No. 145:** For the entry dated 4/6/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 146:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 4/6/2015 on Exhibit B.

**Response:**

**Request for Information No. 147:** For the entry dated 4/21/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 148:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 4/21/2015 on Exhibit B.

**Response:**

**Request for Information No. 149:** For the entry dated 4/28/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 150:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 4/28/2015 on Exhibit B.

**Response:**

**Request for Information No. 151:** For the entry dated 5/5/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 152:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 5/5/2015 on Exhibit B.

**Response:**

**Request for Information No. 153:** For the entry dated 5/22/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 154:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 5/22/2015 on Exhibit B.

**Response:**

**Request for Information No. 155:** For the entry dated 5/11/2015 through 6/9/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 156:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 5/11/2015 through 6/9/2015 on Exhibit B.

**Response:**

**Request for Information No. 157:** For the entry dated 6/9/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 158:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 6/9/2015 on Exhibit B.

**Response:**

**Request for Information No. 159:** For the entry dated 7/1/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 160:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 7/1/2015 on Exhibit B.

**Response:**

**Request for Information No. 161:** For the entry dated 11/18/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 162:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 11/18/2015 on Exhibit B.

**Response:**

**Request for Information No. 163:** For the entry dated 12/23/2015 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 164:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 12/23/2015 on Exhibit B.

**Response:**

**Request for Information No. 165:** For the entry dated 1/8/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 166:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 1/8/2016 on Exhibit B.

**Response:**

**Request for Information No. 167:** For the entry dated 1/12/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 168:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 1/12/2016 on Exhibit B.

**Response:**

**Request for Information No. 169:** For the entry dated 2/2/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 170:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 2/2/2016 on Exhibit B.

**Response:**

**Request for Information No. 171:** For the entry dated 2/16/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 172:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 2/16/2016 on Exhibit B.

**Response:**

**Request for Information No. 173:** For the entry dated 6/10/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 174:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 6/10/2016 on Exhibit B.

**Response:**

**Request for Information No. 175:** For the entry dated 6/20/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 176:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 6/20/2016 on Exhibit B.

**Response:**

**Request for Information No. 177:** For the entry dated 6/21/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 178:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 6/21/2016 on Exhibit B.

**Response:**

**Request for Information No. 179:** For the entry dated 6/23/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 180:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 6/23/2016 on Exhibit B.

**Response:**

**Request for Information No. 181:** For the entries dated 6/24/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**



**Request for Information No. 182:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entries dated 6/24/2016 on Exhibit B.

**Response:**

**Request for Information No. 183:** For the entries dated 6/28/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 184:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entries dated 6/28/2016 on Exhibit B.

**Response:**

**Request for Information No. 185:** For the entry dated 8/31/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 186:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 8/31/2016 on Exhibit B.

**Response:**

**Request for Information No. 187:** For the entry dated 9/14/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 188:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 9/14/2016 on Exhibit B.

**Response:**

**Request for Information No. 189:** For the entry dated 10/6/2016 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 190:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 10/6/2016 on Exhibit B.

**Response:**

**Request for Information No. 191:** For the entry dated 6/26/2007 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 192:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 6/26/2007 on Exhibit B.

**Response:**

**Request for Information No. 193:** For the entry dated 11/7/2001 on Exhibit B, please produce all documents that relate to any statement or assertion contained in said entry.

**Response:**

**Request for Information No. 194:** Please identify all facts, information, and understandings, including names and addresses of person from whom you obtained such information, from which you detail the assertions contained in the entry dated 11/7/2001 on Exhibit B.

**Response:**

#### **D. REQUESTS FOR ADMISSION**

**Request for Admission No. 8:** Admit that the Annexation Agreement identified as Exhibit C is expired.

**Response:**

**Fair Housing Complaint Timeline**  
West Ridge Villas  
9331 Westridge Blvd.  
McKinney, TX 75070  
Located in the Frisco ETJ, Collin County, Texas

**Background:**

The development of West Ridge Villas originated as a 140 units 9% Housing Tax Credit (HTC) pre-application submitted on January 8, 2015 to the Texas Department of Housing and Community Affairs (TDHCA) (*Exhibit A*). As a part of that pre-application process, notification is required to be sent to all local elected officials including the City of Frisco and Collin County. Based on the property being located in the Extraterritorial Jurisdiction of a Municipality, a part of the competitive application scoring requires support resolutions from the City of Frisco and Collin County. Historically receiving such resolutions is difficult in what is defined as High Opportunity Areas (areas where incomes are high with high performing elementary, middle and high schools). The property financing was modified to allow for MF-19 zoning reducing density to 96 units per the City of Frisco's demands in exchange for support; the full application was modified accordingly. After failure to receive support from the City of Frisco, a HOME Loan application was made to TDHCA for 132 units of which 56 are affordable.

**Timeline of Events:**

**1/7/2015** – Notification of the applications to TDHCA was made to all elected officials in accordance with TDHCA's rules; Councilman Johnson acknowledged receipt on 2/4/2015 (*Exhibit B*).

During the month of January, 2015, many calls to Stacy Brown, Frisco Housing Director, John Lettelleir, and other City of Frisco officials requesting a meeting to gain support and financing for the 9% tax credit application went unanswered.

**1/26/2015** - Received an e-mail from Stacy Brown acknowledging receipt of the requests for support resolutions for the 9% tax credit application (*Exhibit C*).

**2/13/2016** – John Lettelleir, Director of Development Services, finally answered after many attempted calls by myself, the civil engineer, and the architect. Lettelleir indicated if the property follows MF-19 zoning criteria, the city would support the West Ridge Villas 9% HTC application and would be interested in annexing the site. Stacy Brown indicated earlier in the day we would be placed on the Council Consent Agenda accordingly. As such, the development was modified from a 140 unit 4-story property to a 93 unit 3-story property with 25% open space. A modified preliminary elevation and financial package was submitted to council via e-mail prior to its 2/17/2015 meeting (*Exhibit D-a*).

**2/16/2015** – Met with Collin County Commissioner Susan Fletcher who indicated the County does not provide Resolutions of Support for tax credit developments. However, should Frisco

**Exhibit B**

provide a Support Resolution, Collin County Commissioners Court would consider providing a resolution for the competitive tax credit points.

**2/17/2015** – Frisco unexpectedly called and held an unnecessary public hearing on the West Ridge Villas 9% Tax Credit Application. Additionally, Frisco placed both affordable developments on the *Regular Agenda*, not the *Consent Agenda* as promised by Stacy Brown on 2/13/2015 (*Exhibit D*). Additionally, council tabled their decision on local political subdivision funding and a support resolution for re-consideration on 3/3/2015. They were informed the lack of a Resolution for Local Political Subdivision Funding before 2/27/2015 prevented the 9% HTC application from receiving critical competitive points necessary for a successful 9% HTC funding award. Lettelleir and Councilman Scott Johnson had a brief dialogue after the vote in which they referenced “vested rights.”

**2/20/2015** – Revised design exhibits were submitted to Lettelleir and Brown with a request for review and a meeting.

**2/24/2015** - Lettelleir indicated he would not have time to review the submission prior to the City Council Meeting on 3/3/2015 claiming he didn’t want to “expend staff resources” before council input as “under a typical request” the city would not “support the multifamily zoning in this location,” even though there is no zoning in the county or Frisco’s ETJ. (*Exhibit E*)

**3/3/2015** - After being denied repeated requests for a Pre-Construction Meeting, any meeting with city staff, or even an administrative review of the proposed preliminary site plan, a Preliminary Plat application was mailed via certified mail in accordance with statute to establish vested rights. Staff refused to accept of the application in person earlier in the day.

**3/3/2015** – Applied for building permits for the West Ridge Villas clubhouse (called Phase I) and a 911 address from Collin County to establish vested rights with the County.

**3/3/2015** – Frisco failed to support the 9% HTC Application stating they could not support a development that would not otherwise be approved if it were not a tax credit deal due to the site being less than 5 acres as required by the MF-19 zoning requirements. Additionally, the city moved to involuntarily annex 38.1 +/- acres (including the subject property) to preempt any “vested rights” and prevent the proposed MF-19 affordable development. The council also modified the draft Consolidated Plan originally presented at the 2/17/2015 meeting moving the subject property from the ETJ into the city limits and showing future planned land use as single family (*Exhibit F*).

**3/16/2015** – No application or processes that would establish vested rights was made available by staff to the development team after extensive efforts and requests. As such, a Preliminary Plat application was submitted per City of Frisco’s calendar requirements, which is a recognized vesting of rights established by Frisco’s Subdivision Ordinance. It is important to note a Preliminary Plat is not required by the Subdivision Ordinance for commercial construction. (*Exhibit G*)

**3/25/2015** – Received staff comments to the Preliminary Plat (*Exhibit H*) with a 3/31/2015 5:00 pm deadline to meet the planned Planning and Zoning Commission meeting schedule. Revisions containing all comments were submitted before the 12:00 pm on 3/31/2015.

**4/2/2015** – Frisco denied having received the revisions, and requested a waiver of the 30 day statutory deadline to approve the plat application. After receipt of the waiver, Frisco acknowledged they did have the revisions as timely submitted (*Exhibit I*).

**4/6/2015** – Attended a “Preliminary Plat” Meeting with Frisco, which is not a recognized formal process for commercial developments according to Frisco’s Subdivision Ordinance. Staff refused to call the meeting a Pre-submittal meeting, which had been denied since January, as it is a recognized formal process vesting rights for commercial developments according to the Subdivision Ordinance. Staff insisted the utilities must run south by obtaining easements through neighboring private property instead of connecting to City of Frisco water and sewer lines stubbed out and on site immediately to the West (*Exhibit J*).

**4/21/2015** – City Council corrected the legal description in the 3/3/2015 involuntary annexation resolution from 38.1+/- acres to 41.3+/- acres. (*Exhibit K*)

**4/28/2015** – A second set of comments from Frisco was addressed on the Preliminary plat.

**5/5/2015** – Frisco provided a third set of comments to the Preliminary Plat. **5/11/2015** – A deadline of 5/12/2015 was given to address the third set of comments to meet the 5/26/2015 P&Z meeting. An updated 30 day waiver was requested. **5/12/2015** – Preliminary Plat revision #3 was submitted. (*Exhibit L*)

**5/22/2015** – A fourth set of comments were made by the city to further delay the preliminary plat presentation at the 5/26/2015 P&Z meeting. The final comment was immediately addressed and the city refused to place the plat on the 5/26/2015 P&Z agenda (*Exhibit M*).

**5/11/2015 through 6/9/2015** – An Open Records response from Collin County in January, 2016 revealed inquiries from Amy Mathews, Director of Planning Development Services Frisco, to Tracy Homfeld, Assistant Director Collin County Engineering, on the status of the building permit for the proposed RV & Boat Storage immediately south of our property and West Ridge Villas. The correspondence from Frisco coincides with the comments from Mathews regarding the preliminary plat application. After Frisco learned our county permit was on hold, they approved issuance of the RV building permits allowing construction that directly obstructs easements along the path of utility locations required by Frisco south of our site. Additionally, the RV & Boat Storage was not required to plat. We were unaware of the RV & Boat Storage plans, permit, or proposed location of new buildings at the time our Preliminary Plat was approved by P&Z as instructed by Amy Mathews (*Exhibit N*).

**6/9/2015** – Frisco P&Z approved the Preliminary Plat (*Exhibit O*) with the utility locations clearly obstructed by the proposed RV building plans approved on the same day (*Exhibit P*)

**7/1/2015** – City Council took no action on the involuntarily annexation. (*Exhibit Q*)

**11/18/2015** – Applied to Collin County for Building Permits for the full 132 unit development of West Ridge Villas including the clubhouse.

**12/23/2015** – Collin County mailed an untimely letter of denial of the permit. The letter was dated 12/21/2015 with postage paid on 12/22/2015, and postmarked by the United States Postal Service on 12/23/2015. Any denial was required on or before 12/18/2015 to comply with statute:

**Sec. 233.063. BUILDING PERMIT; APPLICATION.** (a) A person may not construct or substantially improve a building described by Section 233.062(a) in an unincorporated area of the county unless the person obtains a building permit issued in accordance with this subchapter.

(b) A person may apply for a building permit by providing to the commissioners court:

- (1) a plan of the proposed building containing information required by the commissioners court; and
- (2) an application fee in an amount set by the commissioners court.

(c) *Within 30 days after the date the commissioners court receives an application and fee in accordance with Subsection (b), the commissioners court shall:*

- (1) issue the permit if the plan complies with the fire code; or*
- (2) deny the permit if the plan does not comply with the fire code.*

(d) If the commissioners court receives an application and fee in accordance with Subsection (b) and the commissioners court does not issue the permit or deny the application within 30 days after receiving the application and fee, the construction or substantial improvement of the building that is the subject of the application is approved for the purposes of this subchapter.

Added by Acts 1989, 71st Leg., ch. 296, Sec. 1, eff. Jan. 1, 1991. Renumbered from Sec. 235.003 and amended by Acts 2001, 77th Leg., ch. 1420, Sec. 12.003(4), eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 331 (S.B. 736), Sec. 3, eff. June 17, 2005.

**1/8/2016** – Tracy Homfeld, indicated she spoke with Amy Mathews who indicated Frisco had comments to our plans and utilities are still a problem. I immediately contacted Mathews to address any concerns from Frisco, and requested guidance on any policy, process, or procedure necessary to comply with the Frisco Subdivision Ordinance related to receipt of utilities, the plat, or the construction plans for property in the ETJ. (*Exhibit R*).

**1/12/2016** – Mathews indicated nothing further was required and there was no further communication from Frisco claiming any Subdivision Ordinance requirements remaining prior to the issuance by Collin County of the building permit for construction of the development (*Exhibit S*).

**2/2/2016** – Toyin Fawehinmi, Senior Engineer Frisco, provided a utility plan exhibit to Randall Chrisman, the land broker, showing the path required to connect utilities. It is important to note the path provided does not meet Frisco's Subdivision Ordinance Section 8.01(b)(2)(b) submitted to Mr. Jawanda on 2/16/2016. (*Exhibit T*)

**2/16/2016** – A denial letter was sent by Frisco to Jastinder Jawanda, the land seller, citing the need for a building permit prior to Frisco's ability to evaluate his application for sewer and water service. The letter included excerpts from the Subdivision Ordinance and page one of the Development Agreement for the daycare located on Lot 1, conveniently omitting the Annexation Agreement that covers the full 8.516 acres in accordance with the ordinance (*Exhibit T*).

**6/10/2016** – Application was made by ADC West Ridge, LP to Frisco for sewer and water service with a copy of the building permit included for the 132 unit apartment complex in accordance with the 2/16/2016 letter to Jawanda. On 6/13/2016, the Utility Billing Department provided an e-mail response that Frisco did not service the address and we needed to contact McKinney for service. On 6/15/2016 Nell Lange, Assistant City Manager Frisco, sent email denying service stating the need to follow the subdivision regulations and the preliminary plat, which is not applicable to commercial developments according to the Subdivision Ordinance (*Exhibit U*).

**6/20/2016** – Weir Brothers Contracting, LLC, the site work sub-contractor, applied for and obtained a temporary water meter with the City of Frisco. They began moisture conditioning the soil for the building pads using that Frisco temporary water meter, which was attached to the Frisco fire hydrant located immediately to the west of the site. Charles Cottrell, Crew Leader McKinney, showed up on site and warned Weir Brothers the fire hydrant was owned by McKinney not Frisco, and they could not use it.

**6/21/2016** – Cottrell returned to the site, removed the Frisco temporary water meter, and confiscated that City of Frisco temporary water meter from the City of Frisco fire hydrant stating again the fire hydrant was owned by McKinney not Frisco, and that he would be returning the water meter to Frisco.

**6/23/2016** – KWA Construction, the general contractor, applied for a second temporary water meter with the City of Frisco and lawfully obtained a temporary water meter after confirming with Frisco Utility Department staff the fire hydrant proposed and previously used was owned by Frisco. Stan Fulks, KWA's Project Manager, sent an e-mail message to Chris Hill with the City of McKinney confirming approval by Frisco of the location of the fire hydrant infrastructure and the location of the intended use for the temporary water meter. Additionally, the email from Fulks confirms a meeting two weeks prior with the City of Frisco Engineering Department staff where they also confirmed the ownership and existence of the Frisco owned infrastructure. Fulks subsequently received a call from Hill warning him not to use the fire hydrant or water meter for our site; Fulks responded with a send e-mail memorializing the call (*Exhibit V*).

**6/24/2016** – Cottrell removed the second Frisco water meter from the Frisco fire hydrant, and called Frisco to come pick up the water meter. The second meter was confiscated by Ryan Hahn, Meter Supervisor Frisco. Hahn stated the second meter never should have been issued.

**6/24/2016** – Randy Roland, Assistant Police Chief for McKinney, stopped by the job site and threatened Weir Brother's employees with arrest if they attempted to obtain any water from a McKinney water meter for the property (*Exhibit W*).

**6/28/2016** – Joe Thomason, Weir Brothers employee, applied for and received a third water meter from the City of Frisco for West Ridge Villas. After leaving the Utilities Department with the third water meter, Thomason received a call from Chris Goulette, SCADA Operations Frisco Utilities Department, stating he better not use that meter to obtain any water for the West Ridge

Apartment site. Goulette went on to say that neither McKinney nor Frisco would be providing water to the site until legal matters were worked out (*Exhibit W*).

**6/28/2016** – Received an email from Tracy Homfeld with Collin County questioning changes to the civil engineering plans, requiring a revised No-adverse Impact (flood study statement) letter from Cardinal Strategies. Homfeld began fishing for additional changes to building plans (*Exhibit X*).

**8/31/2016** – City of McKinney Patrick \_\_\_\_\_ and George Hill, P.E. City of McKinney Senior Construction Engineer showed up on site while the utility contractor was locating the elevation of the sewer line located immediately west of the site and threatened the contractor with arrest if they tried to tap in to those sewer lines. McKinney claimed ownership of the lines, while Frisco shows them as being owned by Frisco on our Will Serve Letter. Again, McKinney has no jurisdiction and has not produced any documentation showing ownership of the same infrastructure Frisco reports to own.

**9/14/2016** – Rick Dwoarshack, City of Frisco Right of Way inspector had police issue a criminal trespass warning to Luis Gonzales, KWAs' superintendent. Rick also made derogatory comments to Luis about future residents and it not being in the best interest of Frisco to provide sewer and water to those people. See Luis' affidavit attached. (*Exhibit AA*)

**9/15/2016** – In retaliation for filing a Fair Housing Complaint, City of Frisco denied a Right of Way application they requested the General Contractor apply for threatening criminal trespassing charges and fines to our general contractors employees if they even walk on the dedicated right of way that extends the length of our Northern property line or any utility easement running entire length of our western and southern property line as identified on the conveyance plat or the preliminary plat. (*Exhibit BB*)

**10/6/2016** – Rick Dworshack, City of Frisco Right of Way inspector and his supervisor along with two Frisco Police trucks blocked our eastern property entrance for approximately two hours without approaching the superintendents or me. The Collin County Deputy Sheriff Mitchell indicated they ROW inspector was requesting arrest for violation of the unlawfully issued criminal trespass warning (*video is available*).

*Frisco and McKinney inspectors and police drive by constantly intimidating contractors, parking on site and stopping work without jurisdiction threatening statutorily prohibited arrest and fines.*

**Additional Exhibits:**

**6/26/2007** - Letter Agreement between McKinney and Frisco allowing McKinney to provide sewer and water service for the full 8.579 acres, which includes Lot 2 where West Ridge Villas is located (*Exhibit Y*).

**11/7/2001** - Interlocal Agreement between McKinney and Frisco sharing sewer and water capacity (*Exhibit Z*).



AFTER RECORDING,  
RETURN TO:  
~~Scott Ingalls~~ City Secretary  
City of Frisco, Texas  
6101 Frisco Square Blvd - 5th Fl  
Frisco, Texas 75034

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is made and entered into as of this 15<sup>th</sup> day of October, 2006, (the "Effective Date") by and between the City of Frisco, Texas, (the "City") and Baljeet K. Jawanda and Daljit S. Hundle (collectively the "Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 8.579 acres, more or less, being Lots 1-3, Block A, Westridge Addition in the extraterritorial jurisdiction of the City, Collin County, Texas which is more particularly described in Exhibit "A" which is attached hereto and fully incorporated herein for all purposes (hereinafter defined as the "Property"); and

WHEREAS, City and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Owner desires to construct a Montessori School on Lot 1 of the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, the City is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is approximately 8.579 acres of land, more or less, located in the Westridge Addition, Collin County, Texas and more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Property"). Owner represents that there are no other owners of the Property.

2. Use and Development. The use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth by the ordinances of City (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with Retail (R) zoning.

3. Annexation and Zoning. City will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that City, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property.

4. Water and Sewer Service. Following annexation of the Property by City, City agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same regulations as any retail development in the City and in accordance with the annexation service plan. City agrees provide water service for the Property in the same manner and in accordance to the same schedule as any retail development in the City if it can lawfully do so. Owner may temporarily connect to the City of McKinney's water and sanitary sewer system to serve the Property until such time as City lines are available to the Property. Upon being requested to do so by City, Owner agrees to execute convey an easement to City on that portion of the Property reasonably needed by City, in City's sole discretion, to be used as a utility easement for water and sewer service, free from any liens or other encumbrances, for the construction and/or extension of water or sewer facilities. Said easement shall be materially in the same form as **Exhibit "B"**, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Right-of-Way Dedication for Westridge Blvd. Upon being requested to do so by City, Owner agrees to dedicate to City that portion of the Property reasonably needed by City, in City's sole discretion, to be used as right-of-way for Westridge Blvd, free from any liens or other encumbrances, for the construction and/or extension of Westridge Blvd ("ROW Property"). Said right-of-way dedication shall be by warranty deed materially in the same form as **Exhibit "C"**, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the right-of-way dedication.

6. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 05-07-53, as it exists or may be amended.

7. Other Development Fees. City ordinances covering property taxes, park dedication and/or payment in lieu of dedication of land, utility rates, permit fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within the City's corporate boundaries. Further this Agreement does not waive or limit any of the obligations of Owners to City under any other ordinance, whether now existing or in the future

arising.

8. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the effective date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of the City.

9. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default (the "Defaulting Party") of this Agreement (an "Event of Default"). If an Event of Default occurs, the nondefaulting party shall give the Defaulting Party written notice of such Event of Default and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available at law or in equity.

10. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of Frisco  
6101 Frisco Square Blvd.  
Frisco, TX 75034  
Attn: City Manager

With copy to: Julie Fort  
Abernathy, Roeder, Boyd & Joplin, P.C.  
1700 Redbud Blvd.  
Suite 300  
P.O. Box 1210  
McKinney, TX 75070-1210

Owner: Baljeet K. Jawanda and Daljit S. Hundle  
4588 Penbrook Court  
Plano, Texas 75024

11. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the parties agree that the Owners shall be subject to all ordinances of City. All construction will be in accordance with applicable ordinances and regulations of Frisco, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

(e) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

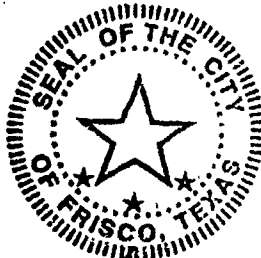
(k) Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**IN WITNESS WHEREOF,** the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.



**CITY OF FRISCO, TEXAS**

By: George Purefoy  
George Purefoy, City Manager

**ATTEST:**

Estela Barrera for Dan Parker  
City Secretary

**APPROVED AS TO FORM:**

Julie Y. Fort  
Julie Y. Fort  
Abernathy, Roeder, Boyd & Joplin, P.C.

**OWNERS:**

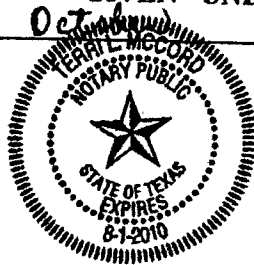
Bhawanda  
Baljeet K. Bhawanda, Individually

Daljit S. Hundle  
Daljit S. Hundle, Individually

STATE OF TEXAS       §  
                                 §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, City Manager of the City of Frisco, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the City of Frisco, Texas, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of October, 2006.

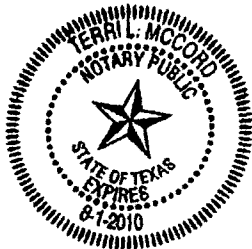


Terril L. McCord  
Notary Public in and for the State of Texas  
My Commission Expires:  
Aug. 1. 2010

STATE OF TEXAS       §  
                                 §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared **Baljeet K. Jawanda**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of October, 2006.

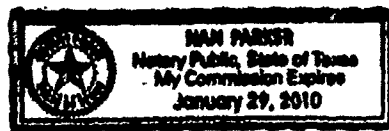


Terril L. McCord  
Notary Public in and for the State of Texas  
My Commission Expires:  
8/1/10

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared **Daljit S. Hundle**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of October, 2006.



Nam Parker  
Notary Public in and for the State of Texas  
My Commission Expires:  
1-29-2010

**Exhibit "A"**  
**Legal Description and Diagram**



**EXHIBIT A**

**LEGAL DESCRIPTION**

**WHEREAS** Baljeet K. Jawanda and Daljits S. Hundle are the owners of a tract or parcel of land situated in the City of Frisco, Collin County, Texas, being part of the A.S. Young Survey, Abstract Number 1037, being all of that tract of land described in deed to said Baljeet K. Jawanda and Daljits S. Hundle recorded in Volume 5912, Page 6577 of the Deed Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a ½ inch iron rod with cap stamped "LONE STAR" set for corner in the southerly right-of-way line of Westridge Boulevard (a 60 foot wide right-of-way) according to the plat thereof recorded in Volume N, page 547 of the plat Records of Collin County, Texas, said iron rod being the northeasterly corner of said Jawanda/Hundle tract and the northwesterly corner of that tract described in deed to Dr. Ernest S. Martin and Janice L. Martin recorded under County Clerk's File Number 94-0061709, Deed Records of Collin County, Texas, from which a ½ inch iron rod with red plastic cap found bears North 22°41'33";

**THENCE** South 00°02'34" East along Martin tracts a distance of 336.13 feet to a "LONE STAR" set for corner in the northerly line of Barch and Jana Barch in Volume 572 County, Texas, being the southwesterly corner of said Jawanda/Hundle tract, from which a red plastic cap found bears North 13°51'37" East, 0.98 f

*Please insert  
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by accident*

and  
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ohn  
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terly  
cap

**THENCE** South 89°57'25" West along Barch tracts a distance of 1282.98 feet to a corner in the monumented easterly right-of-way (unrecorded), being the southwesterly corner of said Jaw

*Recently  
approved*

and  
1 for  
37.5  
tract

**THENCE** North 00°02'07" East along the westerly line of said Jawanda/Hundle tract a distance of 50.00 feet to a ½ inch iron rod with cap stamped "LONE STAR" set for corner, being the most westerly northwesterly corner of said Jawanda/Hundle tract and the southwesterly corner of the remainder of that tract of land described in deed to William A. Mains and Paula L. Mains recorded in Volume 1024, Page 753 of the Deed Records of Collin County, Texas;

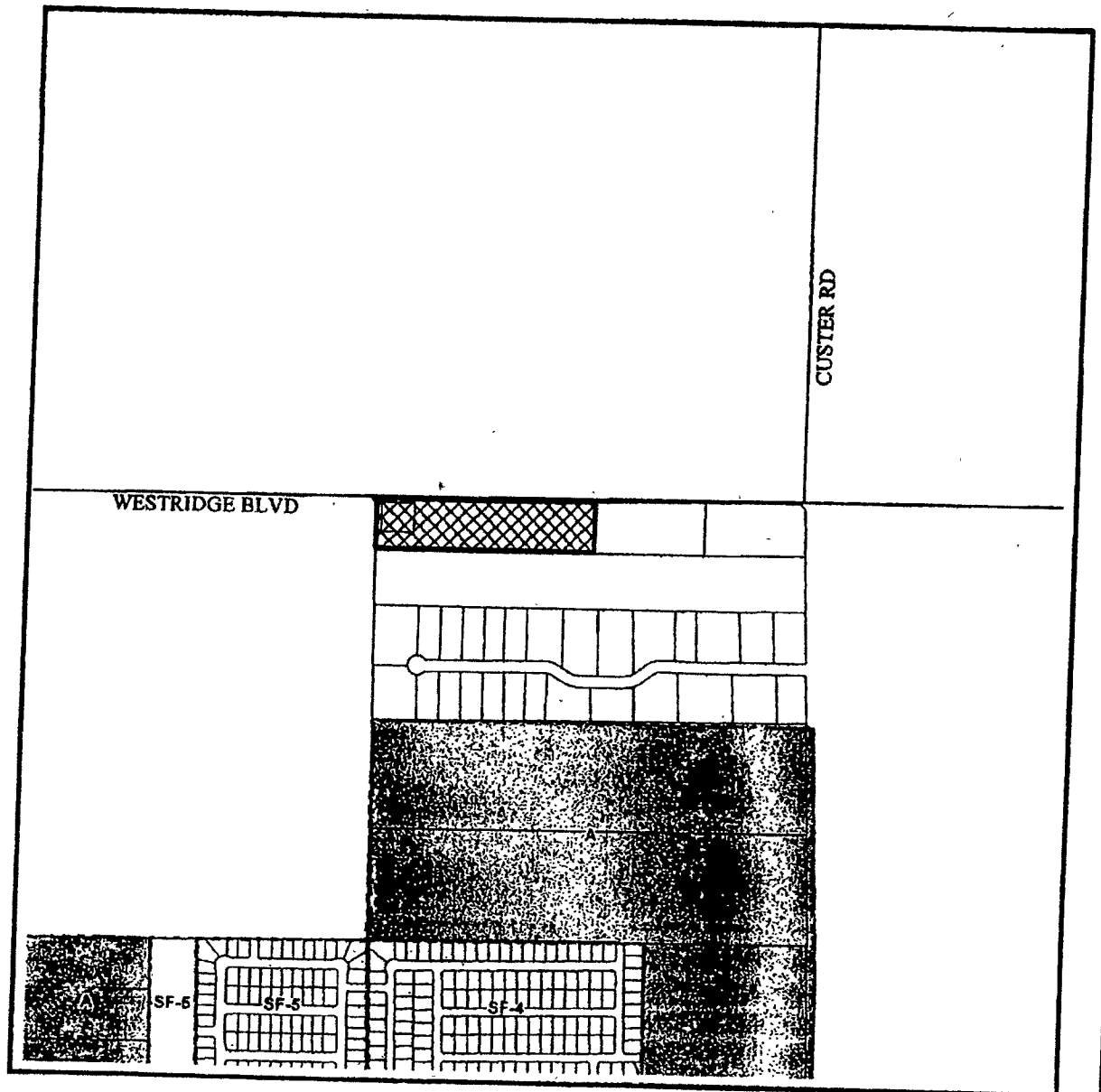
**THENCE** North 89°57'25" East along a northerly line of said Jawanda/Hundle tract and the southerly line of said Mains remainder tract, parallel to and 50.00 feet northerly of said Jawanda/Hundle and Barch tracts common line a distance of 190.61 feet to a ½ inch iron rod with cap stamped "LONE STAR" set for corner, being the southeasterly corner of said Mains remainder tract and an ell corner of said Jawanda/Hundle tract;

**THENCE** North 02°55'18" East along the easterly line of said Mains remainder tract and a westerly line of said Jawanda/Hundle tract a distance of 284.86 feet to a ½ inch iron rod with cap stamped "LONE STAR" set for corner in said southerly right-of-way line of Westridge Boulevard, being the northeasterly corner of said Mains remainder tract and the most northerly northwesterly corner of said Jawanda/Hundle tract;

**THENCE** North 89°52'06" East along said southerly right-of-way line of Westridge Boulevard and the northerly line of said Jawanda/Hundle tract a distance of 277.53 feet to a ½ inch Iron rod with yellow plastic cap found at an angle point;

**THENCE** North 89°52'06" East continuing along said southerly right-of-way line of Westridge Boulevard and the northerly line of said Jawanda/Hundle tract a distance of 800.04 feet to the **POINT OF BEGINNING** and containing 373,682 square feet or 8.579 acres of land.

# WESTRIDGE ANNEXATION AGREEMENT



**Exhibit "B"**  
**Utility Easement Form**  
**with Temporary Construction Easement**

**AFTER RECORDING,  
RETURN TO:**  
Scott Ingalls  
City of Frisco, Texas  
6101 Frisco Square Blvd  
Frisco, Texas 75034

## **UTILITY EASEMENT**

**STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENTON   §**

**THAT, \_\_\_\_\_, a Texas \_\_\_\_\_, hereinafter called**  
"Grantor," for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and  
valuable consideration to Grantor in hand paid by the **CITY OF FRISCO, TEXAS**, a Texas  
Municipal Corporation, hereinafter called "Grantee," the receipt and sufficiency of which are hereby  
acknowledged, does **GRANT, DEDICATE, and CONVEY** to the Grantee: (i) the exclusive  
easement and right to construct, reconstruct, repair, alter, operate, rebuild, replace, relocate, remove  
and perpetually maintain water and sewer facilities ( the "Facilities"), together with all incidental  
improvements, and all necessary laterals in, upon and across certain real property located in the City  
of Frisco, Collin County, Texas, as more particularly described in **Exhibit "A"**, which is attached  
hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"), and  
(ii) a temporary construction easement, fifty feet (50') on each side of the Easement Property, for the  
initial construction of the Facilities, as more particularly described in **Exhibit "A"** (the "Temporary  
Construction Easement").

The Temporary Construction Easement shall expire the completion of the initial construction of the Facilities and acceptance of the Facilities by the City of Frisco.

Grantee will at all times after doing any work in connection with the construction, alteration or repair of the Facilities, restore the Easement Property to as near as reasonably practical the condition in which it was found before such work was undertaken.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

This Easement shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein, and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors and assigns.

**TO HAVE AND TO HOLD** the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times (i) to enter the Easement Property and/or Temporary Construction Easement, or any part thereof, for the purpose of constructing, reconstructing, repairing, altering, operating, rebuilding, replacing, relocating, removing and/or maintaining the Facilities and all incidental improvements, and for making connections therewith; and (ii) to enter Grantor's adjacent property solely for the purpose of ingress and egress to the Easement Property and/or Temporary Construction Easement. Grantee, its successors and assigns,

shall have the right to construct, reconstruct, repair, alter, operate, rebuild, replace, relocate, remove and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and the singular, the successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor does hereby represent and warrant that there are no liens affecting the Easement Property.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_ day of \_\_\_\_\_, 2006.

**OWNERS:**

\_\_\_\_\_  
Baljeet K. Jawanda, individually

\_\_\_\_\_  
Daljit S. Hundle, Individually

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared **Baljeet K. Jawanda**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:  
\_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared **Daljit S. Hundle**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:  
\_\_\_\_\_



**JOINDER OF OTHER EASEMENT HOLDERS**

The undersigned, being the holder of an easement on the Easement Property evidenced by:

1. Easement and Right of Way dated \_\_\_\_\_, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County Land Records, in favor of \_\_\_\_\_; and
2. Easement for Underground Facilities dated \_\_\_\_\_, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County Land Records, in favor of \_\_\_\_\_.

hereby agrees and consents to the encroachment, if any, of the foregoing ROW Deed.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of \_\_\_\_\_, and acknowledged to me that such company executed the foregoing instrument pursuant to its Bylaws or a Resolution of its Board of Directors.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TEXAS           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of \_\_\_\_\_, and acknowledged to me that such partnership executed the foregoing instrument pursuant to its Bylaws or a Resolution of its Board of Directors.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**Exhibit "C"**  
**Warranty Deed Form**

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

**AFTER RECORDING, RETURN TO:**

City Manager  
City of Frisco, Texas  
6101 Frisco Square Blvd  
Frisco, Texas 75034

**RIGHT OF WAY WARRANTY DEED**

*(with Temporary Construction and Grading Easement)*

**STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF COLLIN**

That \_\_\_\_\_, a Texas \_\_\_\_\_ ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a Texas municipal corporation ("Grantee") the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

Being \_\_\_\_\_ acres of land, more or less, in the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_, in the City of Frisco, \_\_\_\_\_ County, Texas, more particularly depicted and described in Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes (the "Property").

*Grantor hereby further grants to Grantee a temporary construction and grading easement of \_\_\_\_\_ feet (\_\_\_\_) running adjacent and parallel along the \_\_\_\_\_ side of the Property, as more particularly depicted in Exhibit "A" attached hereto, with rights of ingress and egress for the construction of roadway and related improvements, such temporary construction and grading easement terminating upon completion and acceptance of said roadway improvements by Grantee.*

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in \_\_\_\_\_ County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

**TO HAVE AND TO HOLD** the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_ day of \_\_\_\_\_, 2006.

**OWNERS:**

\_\_\_\_\_  
Baljeet K. Jawanda, individually

\_\_\_\_\_  
Daljit S. Hundle, Individually

**LIENHOLDER'S CONSENT TO PARTIAL RELEASE OF LIEN:**

The undersigned, being the holder(s) of the lien against a portion of the Property and Temporary Construction Easement evidenced by:

Deed of Trust dated \_\_\_\_\_, recorded under Clerk's File No. \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ \_\_\_\_\_, payable to the order of \_\_\_\_\_; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by \_\_\_\_\_ to \_\_\_\_\_, recorded under \_\_\_\_\_, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Right of Way Warranty Deed and agrees that in the event of a foreclosure of the Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the conveyance made by this deed will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

\_\_\_\_\_ Bank, a \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_ Bank, a \_\_\_\_\_, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas