



Control Number: 45870



Item Number: 61

Addendum StartPage: 0

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

RECEIVED

2016 NOV -3 PM 3:58

COMPLAINT OF KER-SEVA LTD.
AGAINST THE CITY OF FRISCO

§
§

BEFORE THE STATE OFFICE OF
ADMINISTRATIVE HEARINGS

**CITY OF FRISCO'S FIRST SUPPLEMENTAL RESPONSES TO KER-SEVA, LTD., ADC
WEST RIDGE, L.P., AND CENTER FOR HOUSING RESOURCES, INC.'S
REQUESTS FOR INFORMATION AND REQUESTS FOR ADMISSION**

The City of Frisco ("City" or "Frisco") and files these First Supplemental Responses to the Requests for Information ("RFI") and Requests for Admission ("RFA") of Ker-Seva Ltd., ADC West Ridge, LP and Center for Housing Resources, Inc. ("Complainants"). The City agrees that the responses may be treated as if the answers were filed under oath.

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

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

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

**CITY OF FRISCO'S RESPONSES TO KER-SEVA, LTD., ADC WEST RIDGE VILLAS,
L.P., AND CENTER FOR HOUSING RESOURCES, INC.'S FIRST SET OF
REQUESTS FOR INFORMATION AND REQUESTS FOR ADMISSION**

Request for Information No. 1: (AMENDED AS AGREED) Please produce all documents evidencing any communication between Frisco and the City of McKinney, Texas, or any other third party, relating to the Property, including Lot 1 or Lot 2, between January 1, 2009, and the present. Attorney-client communications or work product are not being requested. A privilege log, if any, is limited to January 1, 2015 to present.

RESPONSE: In addition to documents previously produced, see attached.

Prepared/sponsored by: To be supplemented

Mack Borchardt

From: Kent Conine <kent@conine.com>
Sent: Wednesday, October 19, 2016 2:15 PM
To: Mack Borchardt
Subject: FW: West Ridge Villas
Attachments: Fair Housing Complaint Timeline - Updated on 10.19.16.pdf

Hey Mack.....here is a couple of friends of mine as developer and GC that are having some tough issues with City staff on a project in the Frisco ETJ....the language used here is pretty salty, which I don't condone, but I thought I would see what you can find out and whether I could be of some assistance in mediating this issue? Not sure I want to get involved, but on the other hand, I don't want a bunch of negative publicity on Frisco related to this issue to start forth. They are also connected to some savvy attorney's that Frisco has dealt with before (Betsy Julian), so all I'm trying to explore is to see if what is documented here is true and how to proceed. Your thoughts would be appreciated.

From: TERRI ANDERSON [mailto:Terri_L_Anderson@msn.com]
Sent: Wednesday, October 19, 2016 10:25 AM
To: Kent Conine
Subject: West Ridge Villas

Good morning,

Thank you for taking time to talk with me yesterday. As indicated, West Ridge Villas is under construction and we have a lawfully obtained building permit from Collin County. 9331 Westridge Blvd., McKinney, TX 75070

After construction began, KWA has experienced escalating degrees of harassment by Frisco and McKinney inspectors and police. Throughout this process, Frisco has refused repeated requests (since February, 2015) for Pre-construction meetings by the Developer and the GC because we are in the ETJ. The Pre-construction meeting is the first step in any recognized process by Frisco. As such, in March, 2015 we applied for a Preliminary Plat (even though it is not applicable to the multifamily), to establish vested rights during their involuntary annexation initiation process they ultimately took no action on. Prior to the issuance of building permits by the County, we received an email from Amy Matthews indicating nothing further was required by Frisco.

More recently, after filing a Fair Housing Complaint, Frisco required a Right of Way permit from KWA, which they denied because (1) construction work already began and (2) the civil plans do not follow a Preliminary Plat approved in 2015. The Frisco forced plan for utilities ignores their Will Serve letter and the fact Frisco infrastructure is installed and existing on our property; a formal complaint has been filed with the Public Utility Commission as a result of their denial of service.

I am hopeful you will be able to have a meeting with the city on our behalf to determine what exactly Frisco is requiring from us to stop this harassment and discriminatory behavior as delineated in the attached timeline. Please let me know if you need additional information.

I look forward to hearing from you soon. Thank you again.

Sincerely,
Terri

Terri L. Anderson, President

Anderson Development & Construction, LLC

347 Walnut Grove Ln

Coppell, TX 75019

Phone: (972) 567-4630

Fax: (972) 462-8715

Disclaimer: The sender is not an attorney. Nothing contained herein is intended to be legal advice, and is provided strictly for informational purposes.

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

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*).

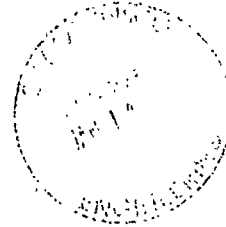


CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5400 · FAX 972.292.5016
WWW.FRISCOTEXAS.GOV

June 26, 2007

Mr. Michael Herbert, PE
Assistant City Engineer
City of McKinney
221 N. Tennessee
McKinney, TX 75069



RE: Provision of temporary water and sewer service to Westridge Montessori School located at 9101 Westridge Drive, Frisco, Texas (the "Property")

Dear Michael,

This letter agreement is made and entered into by and between the City of Frisco, City of McKinney, Baljeet K. Jawanda and Daljit S. Hundle (the "Parties") regarding temporary water and sewer service to be provided to the above-referenced Property. The Owner represents that they are the sole owners of the Property.

As you know, Frisco and McKinney entered into the Transfer Retail Water Utility Service Area Agreement, dated March, 9, 2007, an executed copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "CCN Transfer Agreement"). Additionally, Frisco and Baljeet K. Jawanda and Daljit S. Hundle (collectively, the "Owner") entered into the Annexation Agreement, dated October 15, 2006, an executed copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes (the "Annexation Agreement"). The above-referenced Property is affected by the CCN Transfer Agreement and Annexation Agreement. The Parties affirm and ratify, as applicable, the validity and enforceability of the CCN Transfer Agreement and the Annexation Agreement.

Pursuant to Paragraph 2 of the CCN Transfer Agreement, Frisco has the sole right to provide retail water service within the Frisco Transfer Area, which contains the Property, and McKinney has no obligation or right to provide water service to, among other areas, the Property, except as may be agreed to by Frisco and McKinney in writing. This letter agreement is intended to, and does hereby, authorize McKinney to temporarily provide the Property with retail water and sewer service until Frisco and/or the Owner tenders McKinney thirty (30) days written notice to cease and desist said temporary retail water service to the Property (the "Notice"). The Notice will not be provided until Frisco has constructed or required the construction of, the infrastructure necessary, as solely determined by Frisco, to serve the Property with water and sewer. The Parties agree that McKinney may provide the temporary retail water and sewer service to the Property until the Notice is tendered at which time McKinney shall disconnect its retail water and sewer service facilities from the Property, relinquishing the Property back to Frisco for the provision of water and sewer services.

This letter agreement may not be amended or modified except in writing and signed by the Parties hereto.

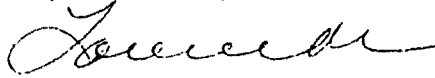
The individuals executing this letter agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this letter agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this letter agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this letter 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.

Please indicate your acceptance of the terms and conditions of this letter agreement by signing the acknowledgment below.

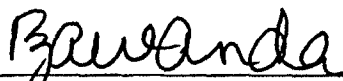
Best Regards,
The City of Frisco, Texas:

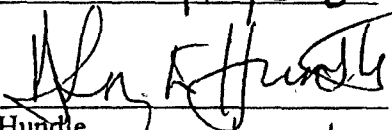
By:  Elizabeth Metting, P.E.
Assistant Director/City Engineer

ACKNOWLEDGED AND ACCEPTED:
The City of McKinney, Texas:


By: Lawrence W. Robinson
by Regie Neff, Assistant City
Manager and authorized signatory
Date: _____

Owner:


Baljeet K. Sawanda
Date: 01/10/08


Daljit S. Hundle
Date: 01/07/08

Encls: Exhibits "A" and "B"



ENGINEERING SERVICES
DEPARTMENT

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5400 · FAX 972.292.5016
WWW.FRISCOTEXAS.GOV

EXHIBIT "A"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE AN AGREEMENT TO TRANSFER RETAIL WATER UTILITY SERVICE AREA BETWEEN THE CITY OF FRISCO AND THE CITY OF MCKINNEY REGARDING PROPOSED WATER FACILITIES LOCATED WEST OF CUSTER ROAD AND NORTH OF ELDORADO PARKWAY.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Agreement to Transfer Retail Water Utility Service Area between the City of Frisco and the City of McKinney regarding proposed water facilities located west of Custer Road and north of Eldorado Parkway, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the day 06th of March, 2007.



E. Michael Simpson
E. MICHAEL SIMPSON, Mayor

ATTEST TO:

J. Barrera for Dan Parker
City Secretary

Resolution - Agreement to Transfer Retail Water Utility Service Area
March 6, 2007

\\Frisco2\Engineering\COUNCIL_ITEMS\Council_Agendas\2007\2007-03-06\City of McKinney - Water CCN Agreement\4 - Resolution.doc

RECEIVED
MAR 22 2007
City Secretary's Office

**TRANSFER RETAIL WATER UTILITY SERVICE AREA
AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT to Transfer Retail Water Utility Service Area is made and entered into on this the 24 day of MARCH, 2007 (the "Effective Date"), by and between the City of Frisco, Texas (hereinafter "Frisco"), and the City of McKinney, Texas (hereinafter "McKinney"). Frisco and McKinney may be collectively referred to herein as the "Parties."

RECITALS

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

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

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

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

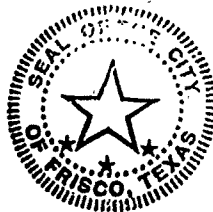
MISCELLANEOUS

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

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

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

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



CITY OF FRISCO

BY: George Burdick
George Burdick Mayor City Manager
Date: 3/9/07

ATTEST:

E. Barrera for Dan Parker
City Secretary

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

CITY OF MCKINNEY

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

Date: _____

ATTEST:

Jerry Hall 3/20/17
City Secretary



EXHIBIT "B"

CITY OF FRISCO, TEXAS

RESOLUTION NO. 06-08-190R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND BALJEET K. JAWANDA AND DALJIT S. HUNDLE FOR WESTRIDGE MONTESSORI SCHOOL.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Annexation Agreement by and between the City of Frisco and Baljeet K. Jawanda and Daljit S. Hundle for Westridge Montessori School, a copy of which is attached hereto and incorporated herein for all purposes.


SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the 15th day August, 2006.



E. Michael Simpson, Mayor

ATTEST TO:



Nan Parker
City Secretary

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

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is made and entered into as of this 13th 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.

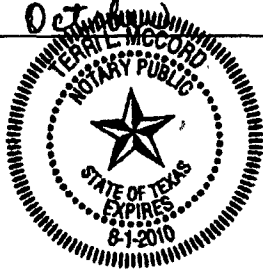
OWNERS:

Bajwanda
Bajwanda, 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.

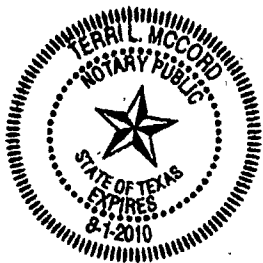


Terril L. McCord
Notary Public in and for the State of Texas
My Commission Expires:
Aug. 1. 2010

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.

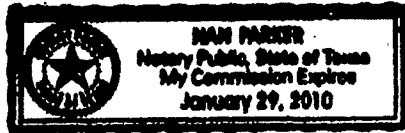


Terril L. McCord
Notary Public in and for the State of Texas
My Commission Expires:
8/1/10

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 12th day of October, 2006.



Nan 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 ½ inch iron rod with cap stamped "LONE STAR" set for corner in the northerly line of Barch and Jana Barch in Volume 572 of the Deed Records of Collin County, Texas, being the southwesterly corner of said Jawanda/Hundle tract, from which a ½ inch iron rod with red plastic cap found bears North 13°51'37" East, 0.98 feet;

*Please insert
into agreement
left out
by accident*

and
ONE
ohn
ollin
lerly
cap

THENCE South 89°57'25" West along Barch tracts a distance of 1282.98 feet to a ½ inch iron rod with cap stamped "LONE STAR" set for corner in the monumented easterly right-of-way (unrecorded), being the southeasterly corner of said Jawanda/Hundle tract and the southwesterly corner of said Jawanda/Hundle tract;

*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

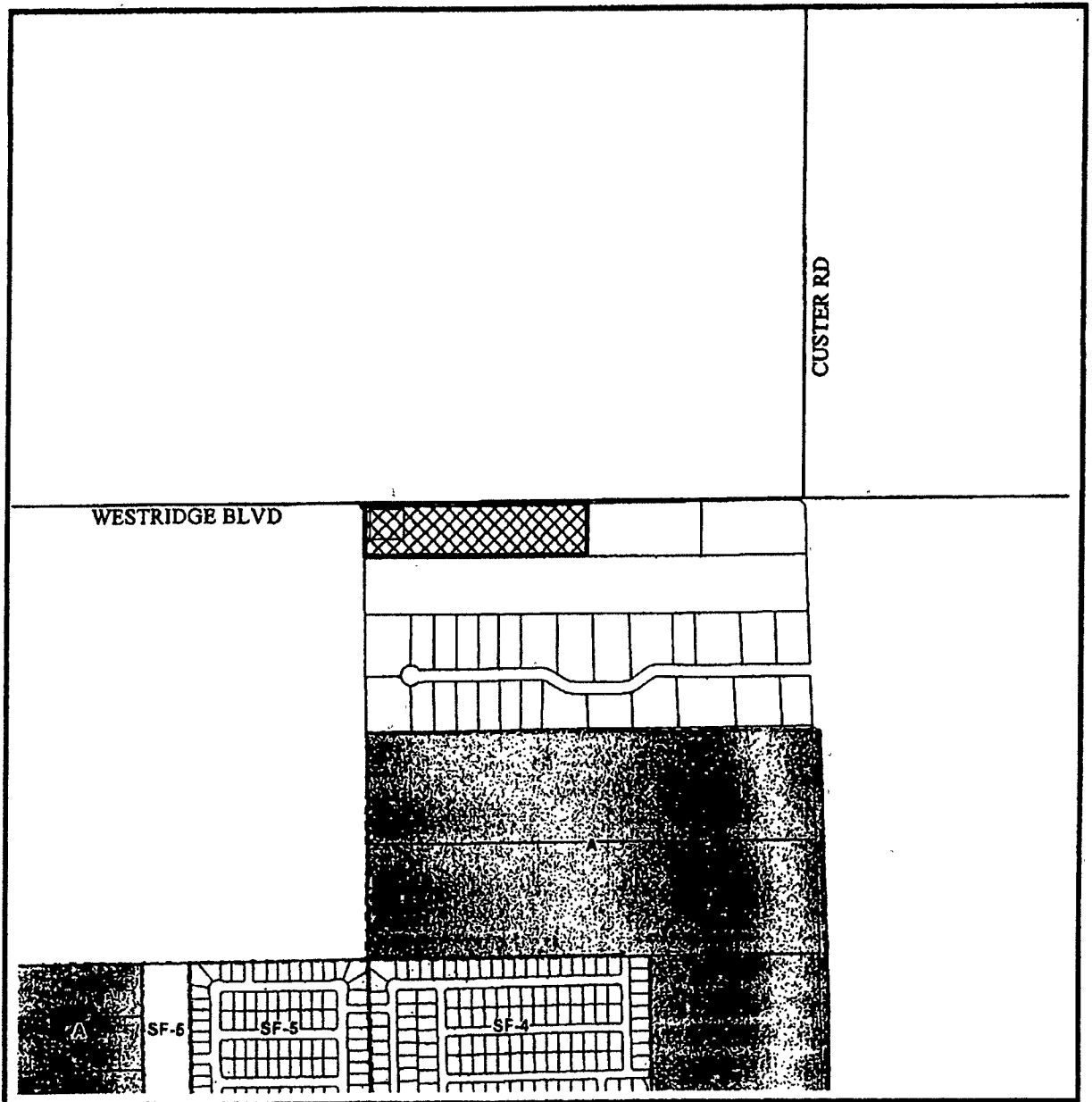


Exhibit "B"
Utility Easement Form
with Temporary Construction Easement

**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

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd 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
Austin, Texas
(512) 936-7261
(512) 936-7268 Fax

Mr. Leonard Dougal
Jackson Walker, LLP
100 Congress Avenue, Suite 1100
Austin, Texas 78701
(512) 236-2000
(512) 236-2002 Fax

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