



RESOLUTION NO. 2020-12-835

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO ACT ON THE CITY'S BEHALF IN EXECUTING A FOURTH AMENDED VILLAGES OF HURRICANE CREEK SUBDIVISION IMPROVEMENT AGREEMENT WITH CADG HURRICANE CREEK, LLC, A TEXAS LIMITED LIABILITY COMPANY

WHEREAS, the City of Anna, Texas (the "City") has previously approved a First Amended and Restated, Second Amended, and Third Amended Villages of Hurricane Creek Subdivision Improvement Agreement regarding the development of property owned by CADG Hurricane Creek, LLC; and,

WHEREAS, it is in the best interest of the city to adopt and approve the Fourth Amended Villages of Hurricane Creek Subdivision Improvement Agreement (the "Fourth Amendment").

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

SECTION 1. The recitals are incorporated herein as if set forth in full for all purposes.

SECTION 2. The City Council hereby approves the Fourth Amendment attached hereto as Exhibit A, and authorizes, ratifies, and approves the Mayor's execution of same. The Mayor is hereby authorized to execute all documents and to take all other actions necessary to finalize and implement the Fourth Amendment.

CONSIDERED, PASSED AND ADOPTED by the City Council of the City of Anna at a regular meeting on the 8th day of December 2020.

APPROVED:

Nate Pike, Mayor



ATTEST:

Carrie L. Land
Carrie L. Land, City Secretary

**FOURTH AMENDMENT TO VILLAGES OF HURRICANE CREEK SUBDIVISION
IMPROVEMENT AGREEMENT**

This Fourth Amendment to the Villages of Hurricane Creek Subdivision Improvement Agreement (this "Fourth Amendment") is entered into between the CITY OF ANNA, TEXAS, (the "City"), and CADG Hurricane Creek, LLC, a Texas limited liability company ("Developer"):

RECITALS

WHEREAS, this Fourth Amendment amends that certain First Amended and Restated Villages of Hurricane Creek Subdivision Improvement Agreement entered into between the City and the Developer effective as of August 28, 2018 and recorded under Instrument No. 20181002001230020 in the real property records of Collin County, Texas (the "First Amendment"), as amended by that certain Second Amended Villages of Hurricane Creek Subdivision Improvement Agreement between the City and the Developer effective as of November 13, 2018 and recorded under Instrument No. 20181214001522280 in the real property records of Collin County, Texas (the "Second Amendment"), and as amended by that certain Third Amended Villages of Hurricane Creek Subdivision Improvement Agreement between the City and the Developer effective as of _____ (the "Third Amendment"); and

WHEREAS, the First Amendment, Second Amendment, and Third Amendment are only modified as expressly set forth in this Fourth Amendment and the First Amendment, Second Amendment, and Third Amendment otherwise remain in full force and effect; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Developer agree as follows:

1. **The First Amendment, Second Amendment, and Third Amendment Remain in Full Force and Effect.** The City and Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the First Amendment, Second Amendment, and Third Amendment remain in full force and effect.

2. **Specific provisions contained in the First Amendment shall be amended as follows:**

Amendment to Article I "Recitals". The City and the Developer agree that a certain whereas clause in Article I of the First Amendment shown below is hereby amended:

WHEREAS, Developer owns approximately 368.2 acres of real property located wholly within the corporate limits of the City, and which property is described by metes and bounds and depicted on Exhibit A ("Property") upon which the Parties have agreed that Developer shall fully develop 654 883 residential lots; and

Amendment to Article II “Definitions” The City and the Developer agree that a certain definition in Article II of the First Amendment shown below is hereby amended:

~~Collector “C” Roadway Improvements mean the improvements to Collector “C” as described and depicted in further detail in Exhibit D-3 and in accordance with design/construction plans to be approved by the City.~~

Amphitheater means the improvements required under this agreement to be constructed by the Developer and owned and maintained by the City of Anna that shall include amenities consisting of but not limited to an elevated grass field and a performance stage of a minimum 200 square foot. An Amphitheatre shall be constructed with the last phase of the development and dedicated to the city after completion. The site of the Amphitheater shall be in general conformance as set forth in Exhibit R.

Neighborhood Trails means a system of neighborhood hike and bike trails funded and constructed by the Developer and maintained by the HOA City. The funding and construction cost borne by the Developer is subject to reimbursement with funds collected through the Park development fund fee. as sSaid trails are described and depicted in further detail in Exhibit G and in accordance with design/construction plans to be approved by the City.

Amendment to Section 5.3(a)(2) and (3) of Article V “Additional Obligations”. The City and the Developer agree that Section 5.3(a)(2) and (3) of Article V of the First Amendment shown below is hereby amended as follows:

(2) Prior to recording a final plat in the Land Recordings with the Collin County Clerk’s Office for the second (2nd) phase of the Development, but not later than March 31, 2023, Developer shall complete in a good and workmanlike manner construction of Phase 2 of the Collector”B” Roadway Improvements and ~~Phase I of the onsite portion of Collector “C” Roadway Improvements~~ as shown in Exhibit D-2 and Exhibit D-3; and

(3) Prior to recording a final plat in the Land Recordings with the Collin County Clerk’s Office for the fourth (4th) phase of the Development, but not later than March 31, 2027, Developer shall complete in a good and workmanlike manner construction of ~~Phase 2 of the Collector”C” Roadway Improvements~~, and the Collector “D” Roadway Improvements as shown in Exhibit D-3 and Exhibit D-4; and

Amendment to Section 5.4 of Article V “Additional Obligations”. The City and the Developer agree that Section 5.4 of Article V of the First Amendment shown below is hereby amended as follows:

5.4 Amenity Center. Within one year of the recording of a final plat in the Land Recordings with the Collin County Clerk's Office for the first (1st) phase of the Development of the acceptance by the City of all of the Public Improvements for Phase 1B of the Development, as shown on Exhibit I, Developer shall complete construction on the Amenity Center. At a minimum, the primary building of the Amenity Center shall be required to be at least four thousand square feet. Amenities shall consist of at least (i) a swimming pool, (ii) a sports court, (iii) a tennis court, (iv) a fitness room consisting of weight training equipment and cardiovascular exercise equipment, (v) a kitchen, (vi) a meeting area, and (vii) restrooms as set forth in Exhibit C.

Amendment to Section 5.5 of Article V "Additional Obligations". The City and the Developer agree that Section 5.5 of Article V of the First Amendment shown below is hereby amended as follows:

5.5 Neighborhood Trails. Developer is responsible for funding and construction of the Neighborhood Trails. Neighborhood Trails shall be constructed as required or necessary for each phase of the Development in accordance with the trail constructed as required or necessary for each phase of the Development in accordance with the trail construction and development plan depicted in Exhibit G. The City Manager may, at his sole discretion, approve alterations to the construction phasing schedule of Neighborhood Trails if requested by the Developer. Developer shall execute and deliver to the City a permanent easement or permanent easements in a form acceptable to the City granting public access to the trails depicted in Exhibit G-1 that are not located on land identified in Exhibit O (Parkland Sites); provided, however that Developer must execute a permanent easement or permanent easements in a form acceptable to the City granting public access to the trails depicted in Exhibit G-1 that are located on land identified in Exhibit O (Parkland Sites) to the extent that the Parkland Sites are not dedicated to and accepted by the City.

Amendment to Section 5.8 of Article V "Additional Obligations". The City and the Developer agree that Section 5.8 of Article V of the First Amendment shown below is hereby amended as follows:

5.8 Parkland Dedication. Within thirty (30) days of the City providing the Developer with written notice requesting dedication, Developer shall donate by irrevocable deed of dedication in fee simple for public use, the form and content of which shall be approved by the City, certain tracts of land identified in Exhibit O to the City of Anna, which dedication may be conveyed in separate parts upon different requests from the City. Prior to dedication to the City, developer shall not encumber said tracts or any portions thereof and shall furnish documentation acceptable to the City verifying that said tracts are free of all liens and other encumbrances that could cloud the fee simple title being granted to the City. The City agrees that such dedication shall satisfy the park land dedication requirement outline in the City of Anna Code of Ordinances, Article 9.02 (Subdivision Regulations), Section 9.02.135 (Park land and public facility dedication). Anna City Code, Part III A ("Subdivision Regulations"), Article 4, Section 5.03(a) for the development of Property.

Amendment to Article V “Additional Obligations”: add new Section 5.11. The City and the Developer agree to add Section 5.11 to Article V of the First Amendment as shown below:

5.11 Anna ISD Land Dedication. Within 30 days of recording the final plat of the last phase of development in the Land Recordings with the Collin County Clerk’s Office, Developer shall, at no cost to the City and/or Anna Independent School District (ISD), donate to the Anna ISD by irrevocable deed of dedication in fee simple title for public use, the form and content of which shall be approved by the City, a certain tract of land identified in Exhibit Q. Prior to this dedication to the ISD, Developer shall not encumber said tract or any portion thereof and shall furnish documentation acceptable to the City verifying that said tract is free of all liens and other encumbrances that could cloud the fee simple title to the property upon said dedication.

Amendment to Article V “Additional Obligations”: add new Section 5.12. The City and the Developer agree to add Section 5.12 to Article V of the First Amendment as shown below:

5.12 Residential Building Material Standards.

(a) Masonry content.

(1) Except as noted below, the exterior walls (excluding windows and doors) on the first-floor front elevation of any structure shall be 90 percent masonry and 80 percent on the second-floor front elevation. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 80% masonry for SF-84 lots and 60% for SF-72, SF-60, and SF-Z lots.

(2) Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.

(3) The masonry standards that apply to the front elevation of a structure as described in subsection (A) above shall also apply to any exterior walls on a structure that are: (i) adjacent to and face a public street or right-of-way; or (ii) visible from and located immediately adjacent to a public park, reserved open space or neighborhood common area, or an undeveloped flood hazard or drainage area that is also adjacent to a public street.

(b) Front Doors. All doors on the front facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

(c) Driveways. Front entry driveways on SF-72 & SF-84 lots must incorporate at least one of the following enhanced decorative paving techniques:

(1) Earth tone colored stained concrete;

- (2) Stamped/patterned concrete;
- (3) Brick, stone, or concrete pavers;
- (4) Salt-finished concrete;
- (5) Washed aggregate.

(d) Roofing. Roofing materials for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.

(e) Accessory Buildings. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.

Amendment to Section 14.10 of Article XIV “Additional Provisions”. The City and the Developer agree that Section 14.10 of Article XIV of the First Amendment is hereby amended to include two additional Exhibits as follows, which are attached hereto:

Exhibit Q Anna ISD Site

Exhibit R Amphitheater Site

Amendments to Exhibit B, C, D-2, D-3, D-4, G, G-1, H-1, I, N, and O.

The Exhibits B, C, D-2, D-3, D-4, G, G-1, H-1, I, N, and O are hereby replaced with the corresponding attached revised exhibits.

3. The City represents and warrants that this Fourth Amendment has been duly adopted by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Fourth Amendment on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Fourth Amendment has been approved by the appropriate action of the Developer, and that the individuals executing this Fourth Amendment on behalf of the Developer have been duly authorized to do so.

4. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON December 8, 2020:

CITY OF ANNA

By: *Nate Pike*
Name: Nate Pike
Title: Mayor
Date: 12/18/2020

APPROVED AS TO FORM

Clark McCoy
Name: Clark McCoy
Title: City Attorney

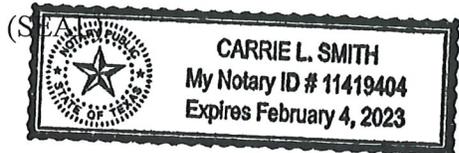
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 8 day of Dec., 2020 by Nate Pike, Mayor of the City of Anna, Texas on behalf of said City.

Carrie L. Hand
Notary Public, State of Texas

Carrie L. hand
Name printed or typed

Commission Expires: 2/4/2023



DEVELOPER:

CADG Hurricane Creek, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its: Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its: Manager

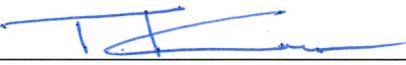
By: 2M Ventures, LLC,
a Delaware limited liability company
Its: Manager

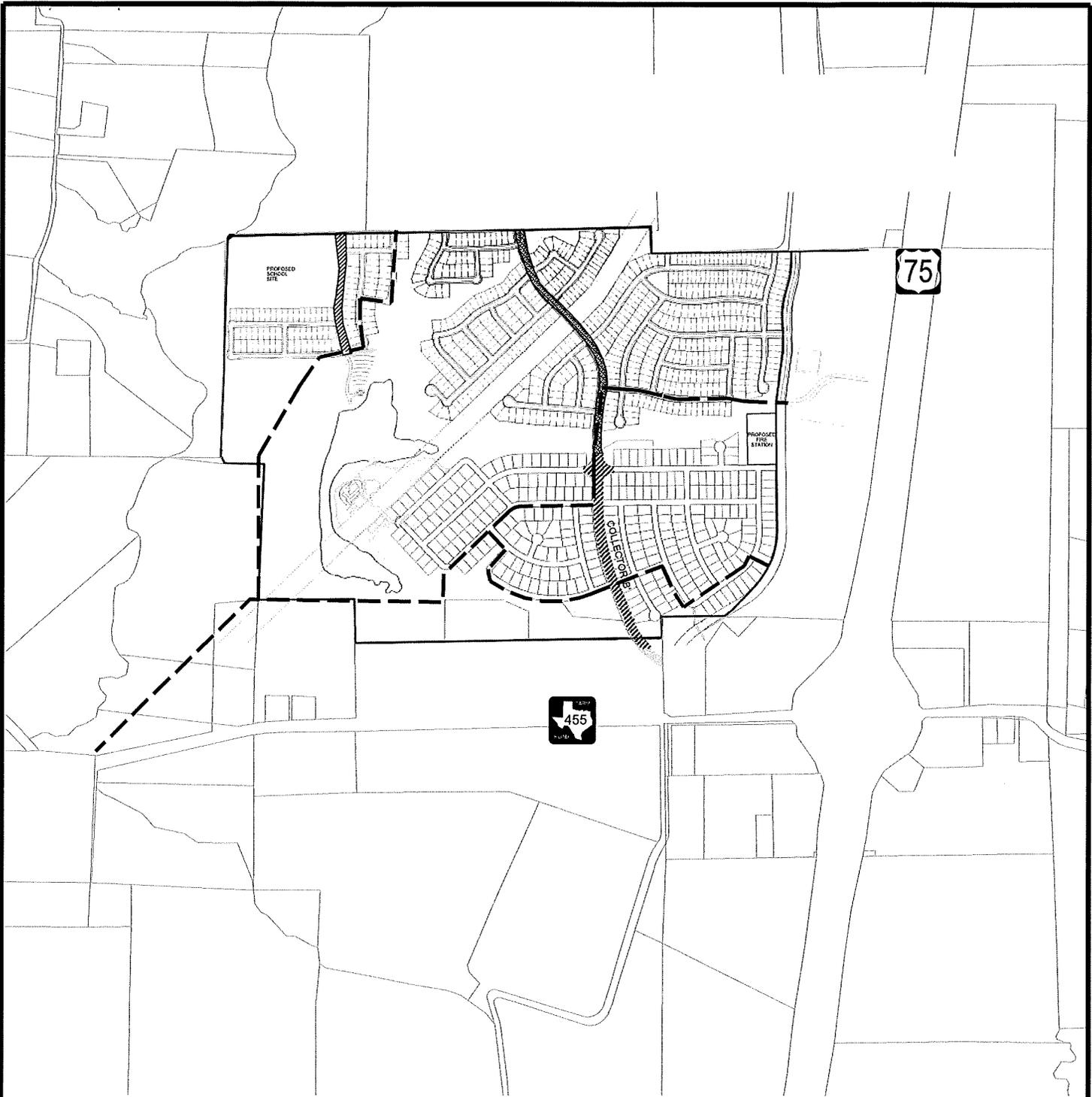
By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9 day of December, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, a Delaware limited liability company, as Manager of MMM Ventures, LLC, a Texas limited liability company, as Manager of CADG Holdings, LLC, a Texas limited liability company, as Member of CADG Hurricane Creek, LLC, a Texas limited liability company, on behalf of said company.




Notary Public, State of Texas



PROPOSED SEWER — — —
 PROPOSED ROADS [hatched pattern]

EXHIBIT B - OVERALL MAP

VILLAGES OF
 HURRICANE CREEK



10875 JOHN W. ELLIOTT DR., STE. 400 | FRISCO, TX 75033 | 469-213-1800

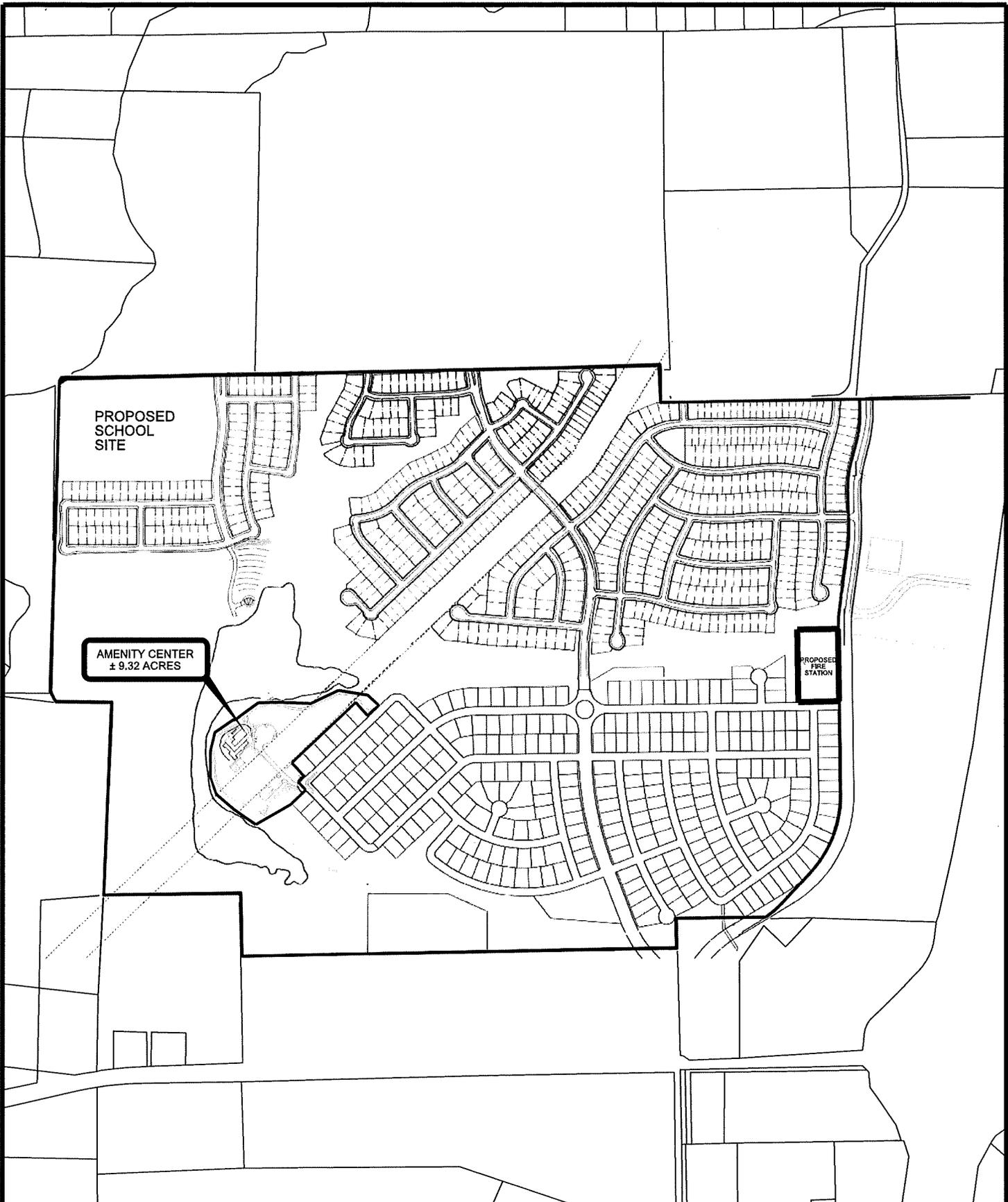


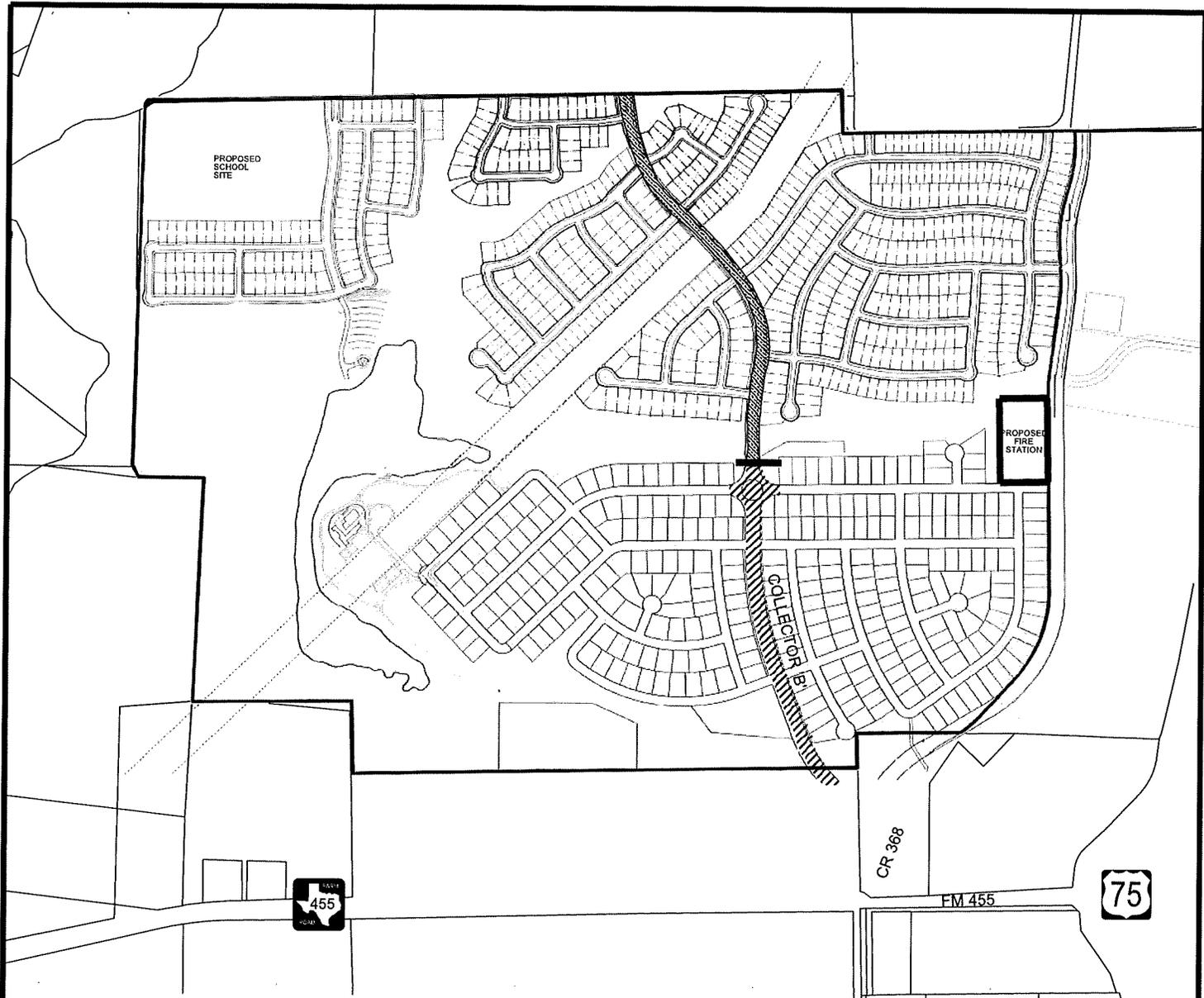
EXHIBIT C - AMENITY CENTER IMPROVEMENTS
AND MINIMUM STANDARDS
VILLAGES OF
HURRICANE CREEK



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THE COLLECTOR "B" ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING:

- 1) CONSTRUCTION OF THE COLLECTOR "B" ROADWAY AS DEPICTED SHALL BE:
 - A. PHASE 1 WILL CONSIST OF AN 80 FOOT WIDE RIGHT OF WAY DEDICATED TO THE CITY AND INCLUDE THE CONSTRUCTION OF 4 CONCRETE LANES (2 @ 25 FOOT BACK-TO-BACK SECTION) WITH A DIVIDED RAISED MEDIAN;
 - B. PHASE 2 WILL CONSIST OF A 60 FOOT WIDE RIGHT OF WAY DEDICATED TO THE CITY AND INCLUDE THE CONSTRUCTION OF 3 CONCRETE LANES IN A 37 FOOT BACK-TO-BACK SECTION
- 2) PERIMETER SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO COLLECTOR "B".
- 3) STREET LIGHTING WITHIN ALL RAISED MEDIANS SHALL BE PROVIDED AS PART OF THE REQUIRED ROADWAY IMPROVEMENTS. ELECTRIC SERVICE LINES FOR STREET LIGHTS SHALL BE LOCATED UNDERGROUND.

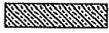
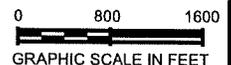
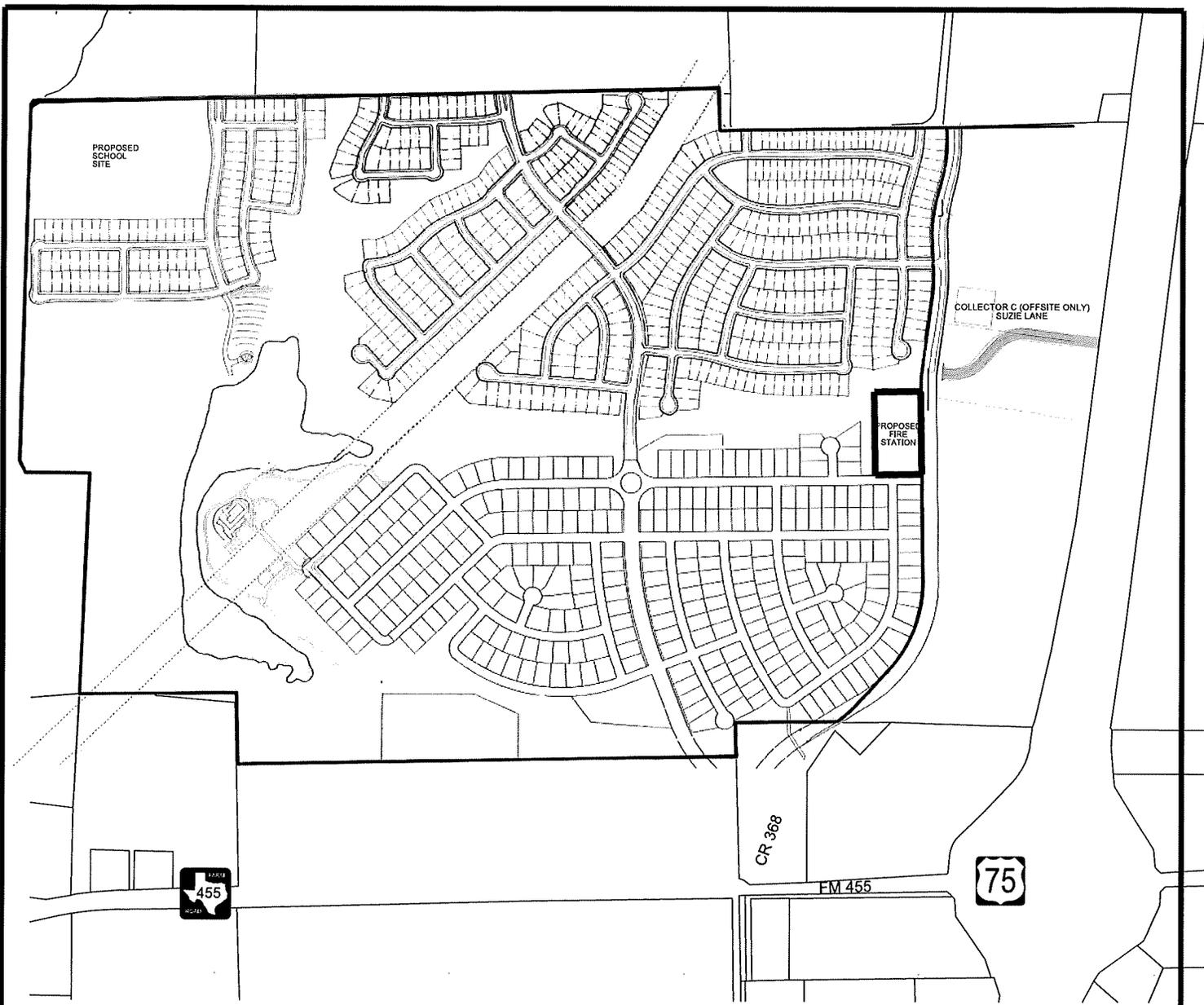
	STREET	PAVEMENT	ROW	LENGTH	PHASE
	COLLECTOR B	2 @ 25' B-B	80'	1780 LF	1
	COLLECTOR B	37' B-B	60'	2187 LF	2
	TOTAL			4967 LF	

EXHIBIT D2 - COLLECTOR "B" ROADWAY IMPROVEMENTS



VILLAGES OF HURRICANE CREEK





THE COLLECTOR "C" ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING:

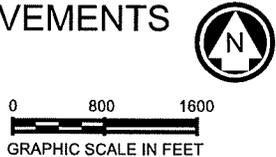
- 1) CONSTRUCTION OF THE COLLECTOR "C" ROADWAY AS DEPICTED WHICH SHALL BE LOCATED IN AN 60 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE CITY, AND WHICH SHALL INCLUDE THE CONSTRUCTION OF A 37 FOOT WIDE (B-B) CONCRETE STREET.

EXHIBIT D3 - COLLECTOR "C" ROADWAY IMPROVEMENTS

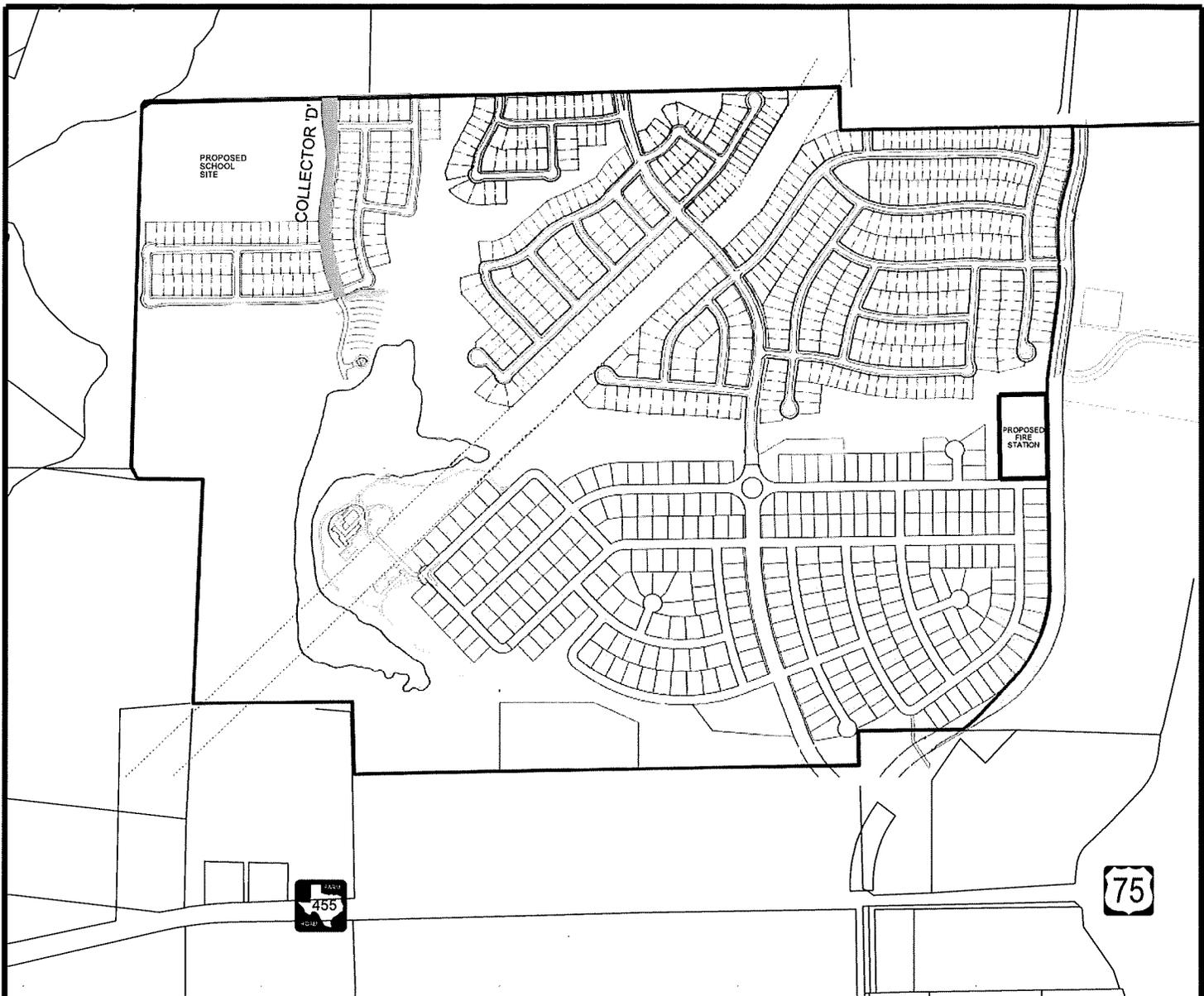
VILLAGES OF HURRICANE CREEK



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THE COLLECTOR "D" ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING:

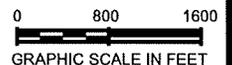
- 1) CONSTRUCTION OF THE COLLECTOR "D" ROADWAY AS DEPICTED WHICH SHALL BE LOCATED IN AN 60 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE CITY, AND WHICH SHALL INCLUDE THE CONSTRUCTION OF A 37 FOOT WIDE (B-B) CONCRETE STREET.

STREET	PAVEMENT	ROW	LENGTH
 COLLECTOR D	1 @ 37' B-B	60'	1175 LF

EXHIBIT D4 - COLLECTOR "D" ROADWAY IMPROVEMENTS

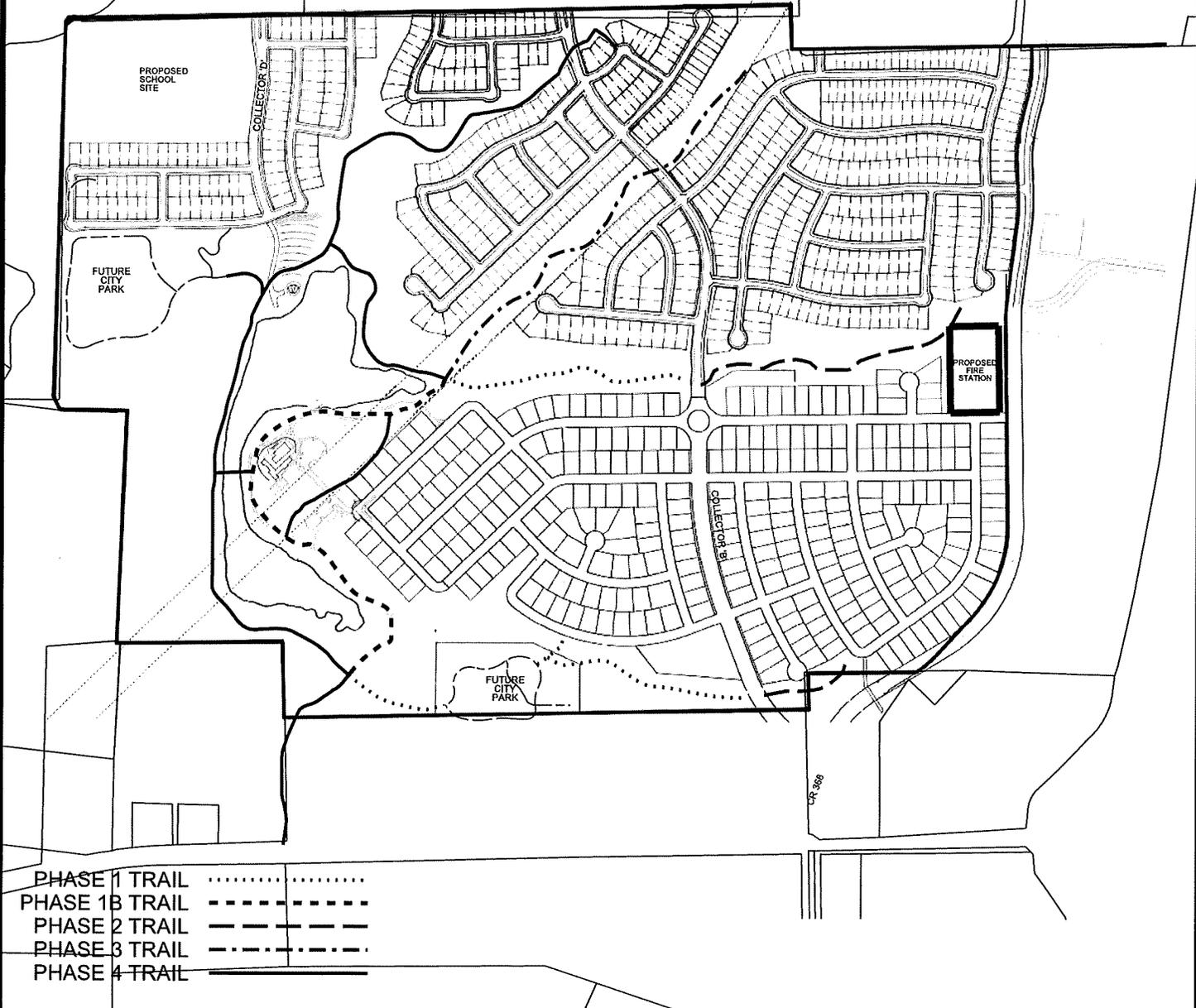


VILLAGES OF HURRICANE CREEK



THE NEIGHBORHOOD TRAILS SHALL INCLUDE AN 8 FOOT WIDE CONCRETE HIKE AND BIKE TRAIL ALONG THE APPROXIMATE ROUTE DEPICTED.

THE FINAL LOCATION AND ALIGNMENT OF THE NEIGHBORHOOD TRAILS SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE NEIGHBORHOOD TRAILS SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.



- PHASE 1 TRAIL (dotted line)
- PHASE 1B TRAIL - - - - - (dashed line)
- PHASE 2 TRAIL - - - - - (long dashed line)
- PHASE 3 TRAIL - · - · - · (dash-dot line)
- PHASE 4 TRAIL _____ (solid line)

EXHIBIT G - NEIGHBORHOOD TRAILS PLAN

VILLAGES OF HURRICANE CREEK



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THE FINAL LOCATION AND ALIGNMENT OF THE NEIGHBORHOOD TRAILS SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE NEIGHBORHOOD TRAILS SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.

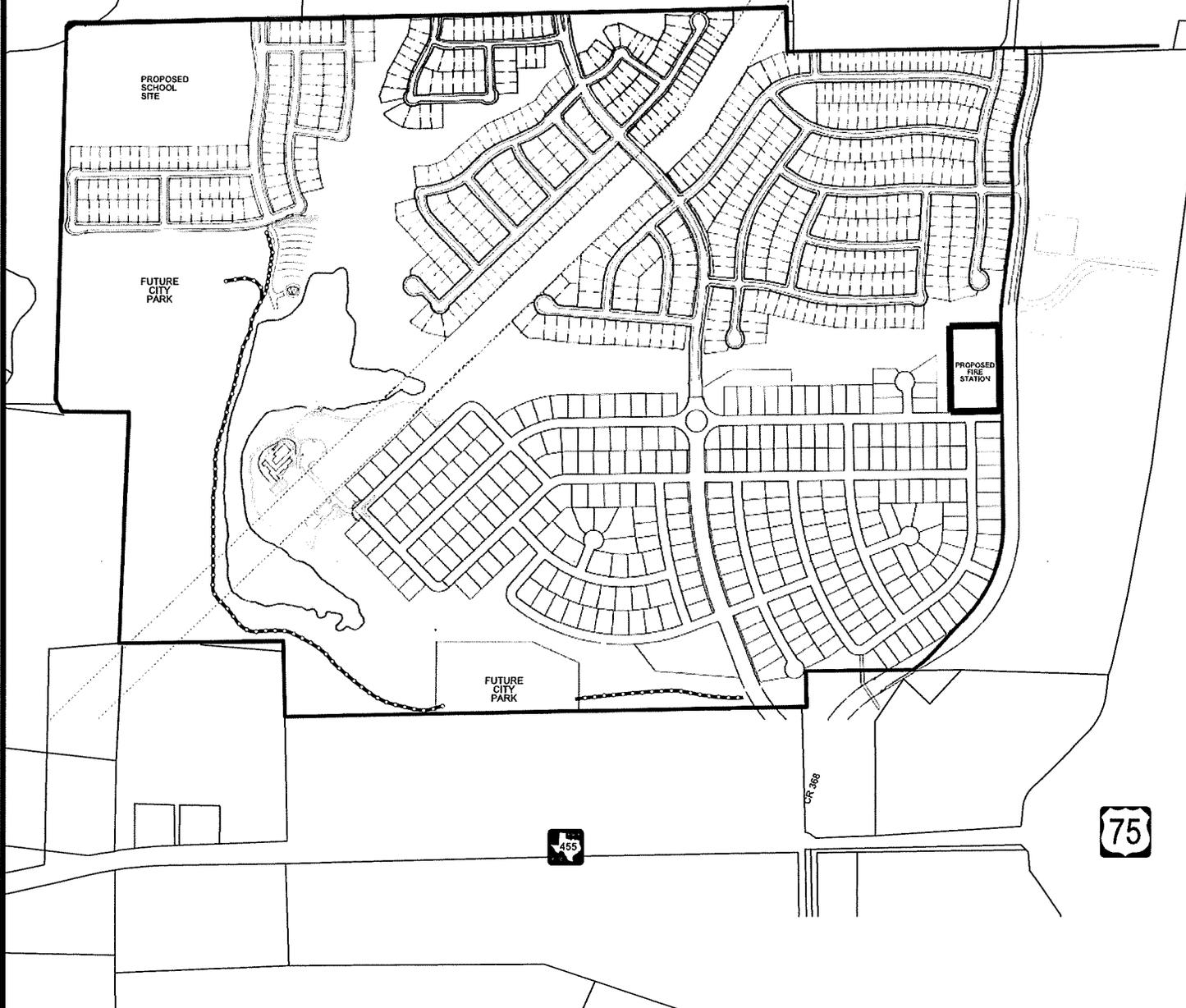


EXHIBIT G1 - PUBLIC TRAILS PLAN
VILLAGES OF
HURRICANE CREEK



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THE FINAL LOCATION AND ALIGNMENT OF THE OVERSIZED SANITARY SEWER FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE OVERSIZED SANITARY SEWER FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.

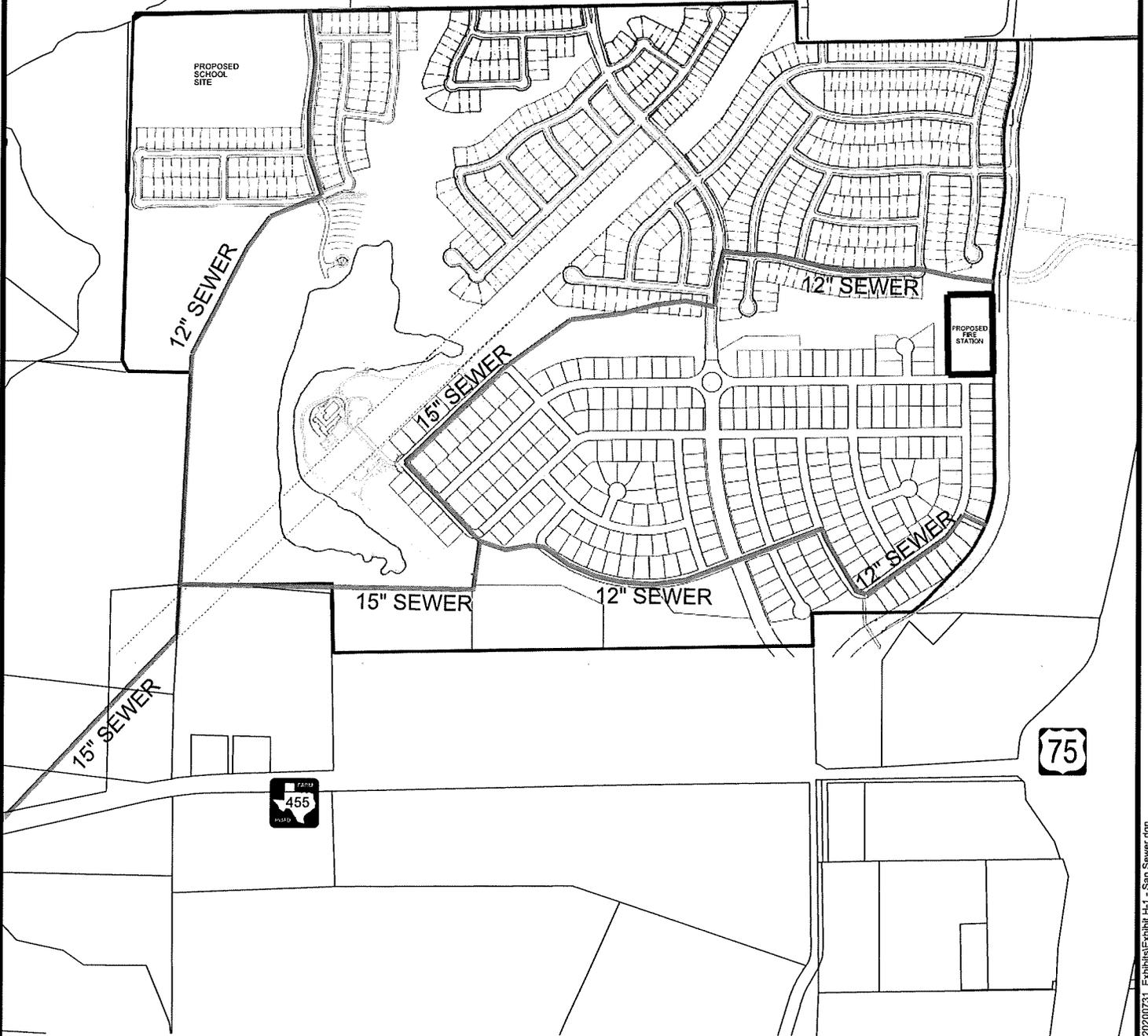


EXHIBIT H-1 - OVERSIZED SANITARY SEWER FACILITIES

VILLAGES OF HURRICANE CREEK



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0 800 1600
GRAPHIC SCALE IN FEET

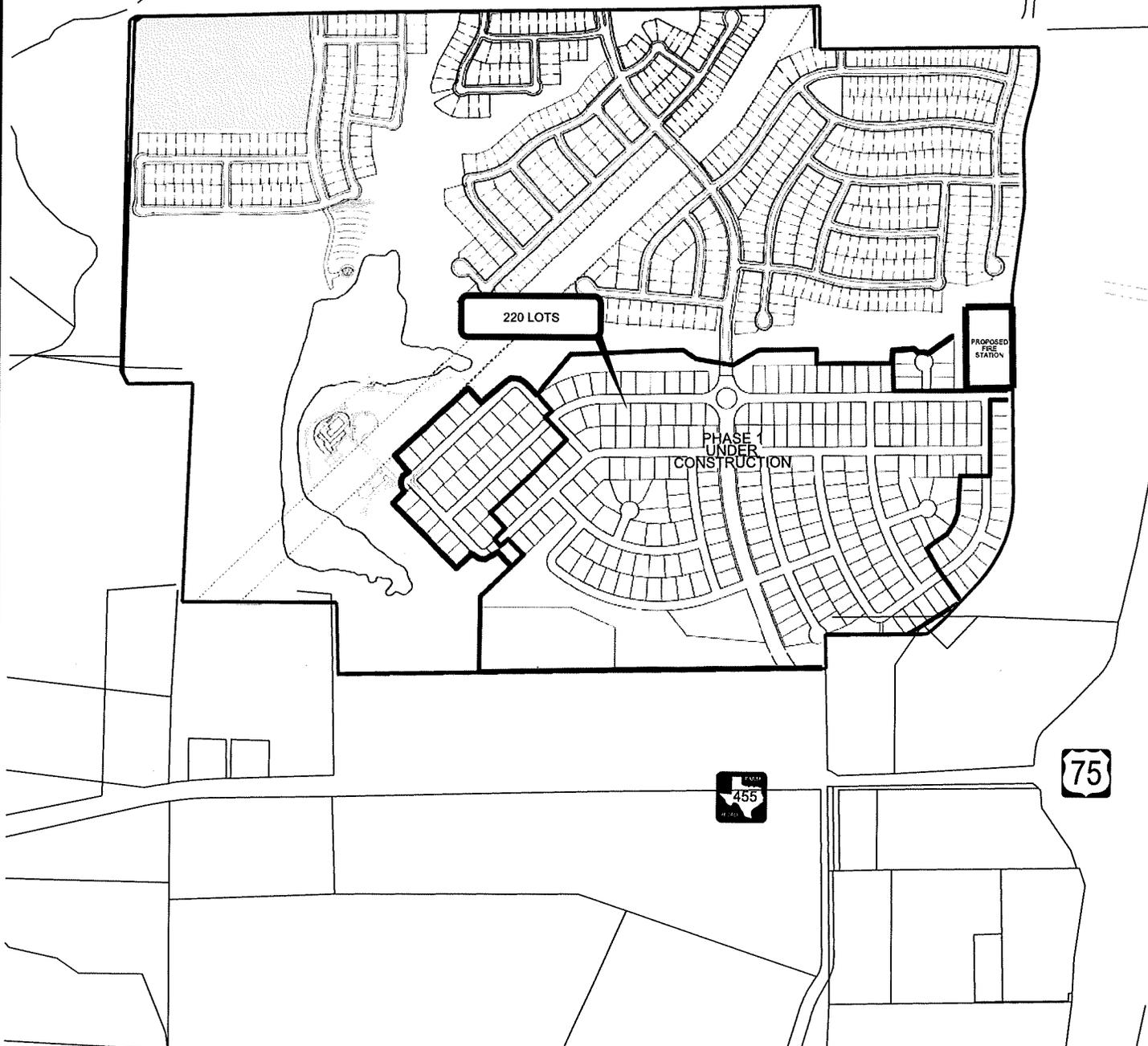


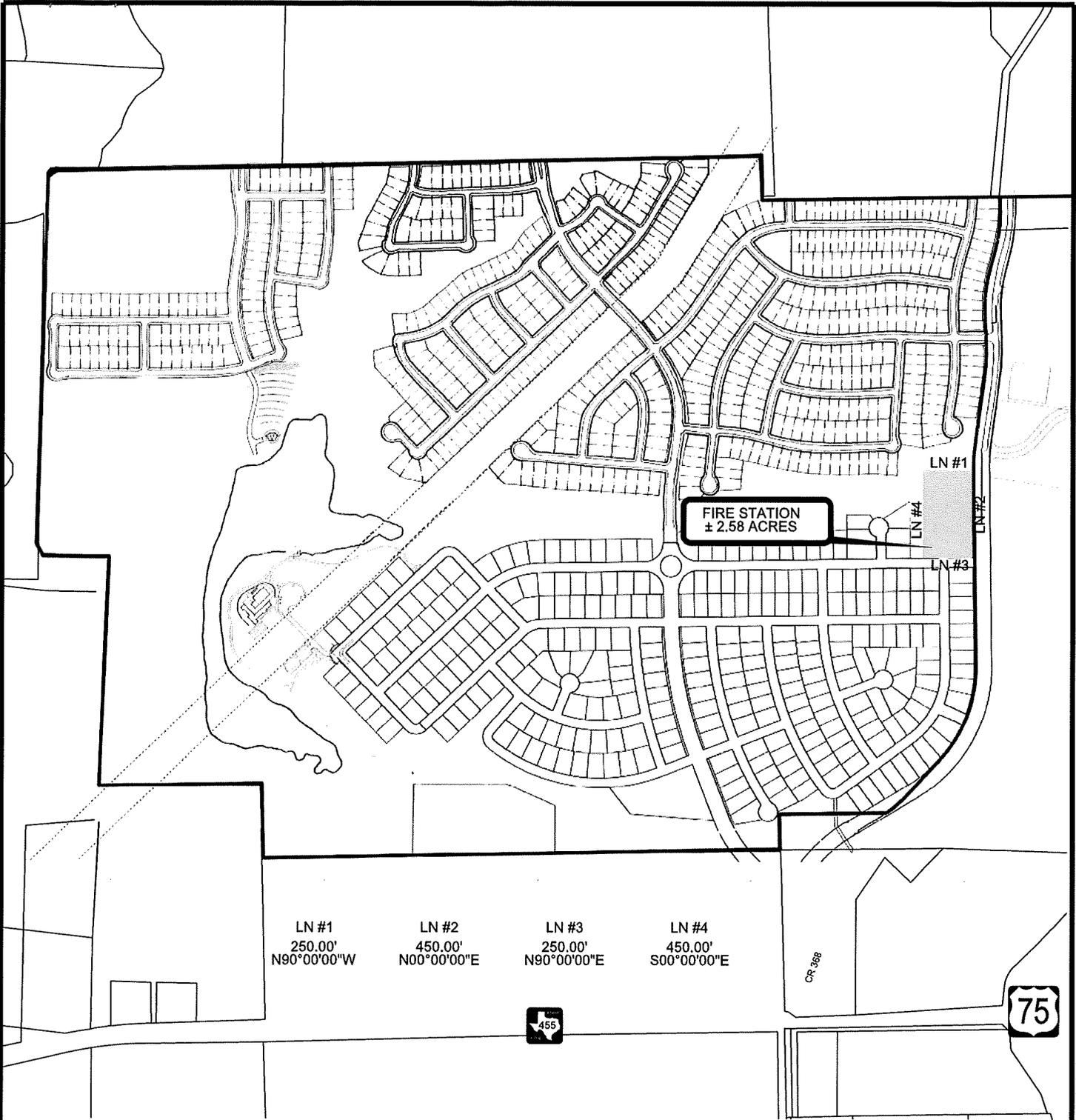
EXHIBIT I - PHASE 1
DEVELOPMENT PLAN

VILLAGES OF
HURRICANE CREEK



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LN #1 250.00' N90°00'00\"W	LN #2 450.00' N00°00'00\"E	LN #3 250.00' N90°00'00\"E	LN #4 450.00' S00°00'00\"E
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EXHIBIT N - FIRE STATION

VILLAGES OF HURRICANE CREEK



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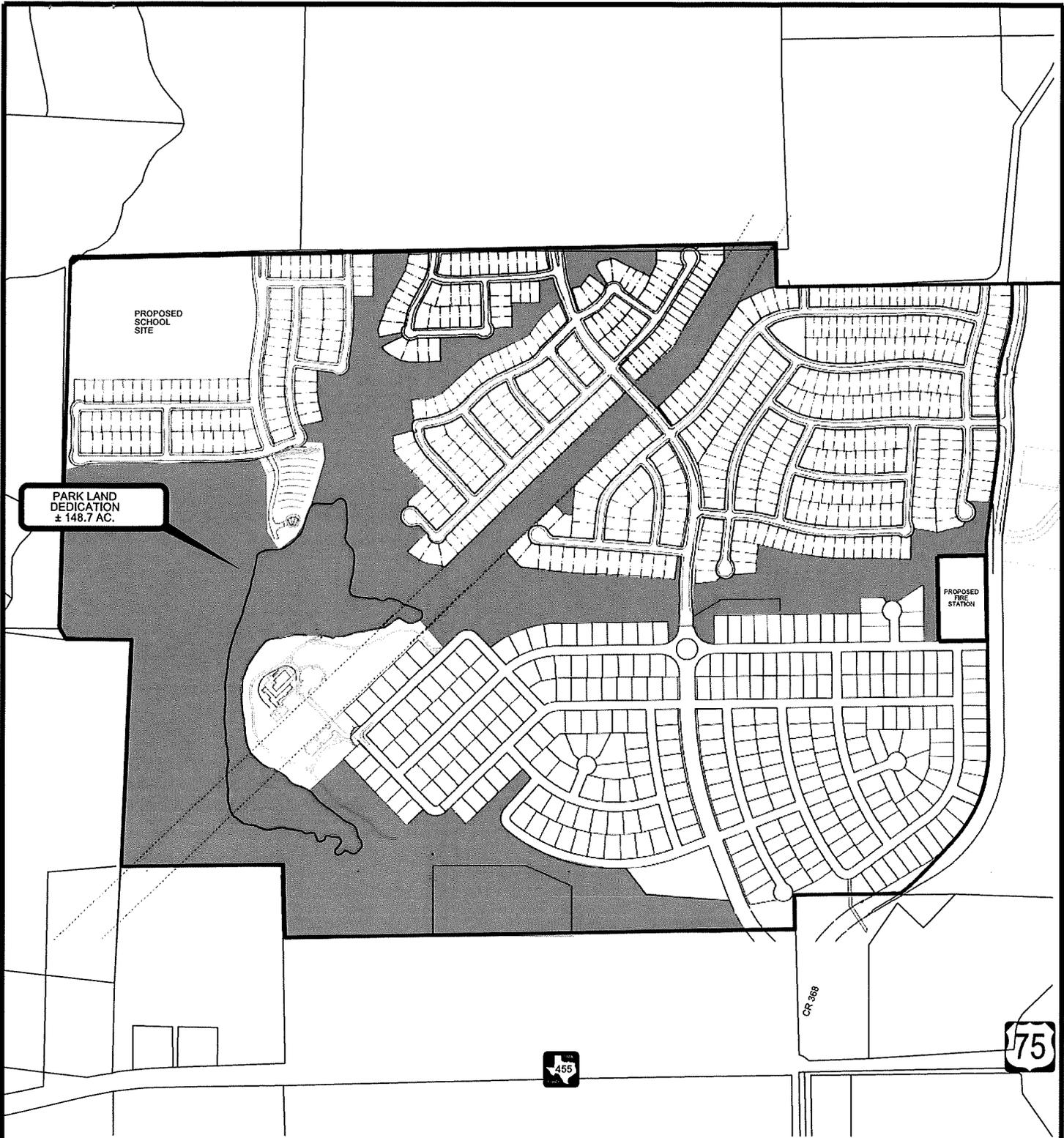
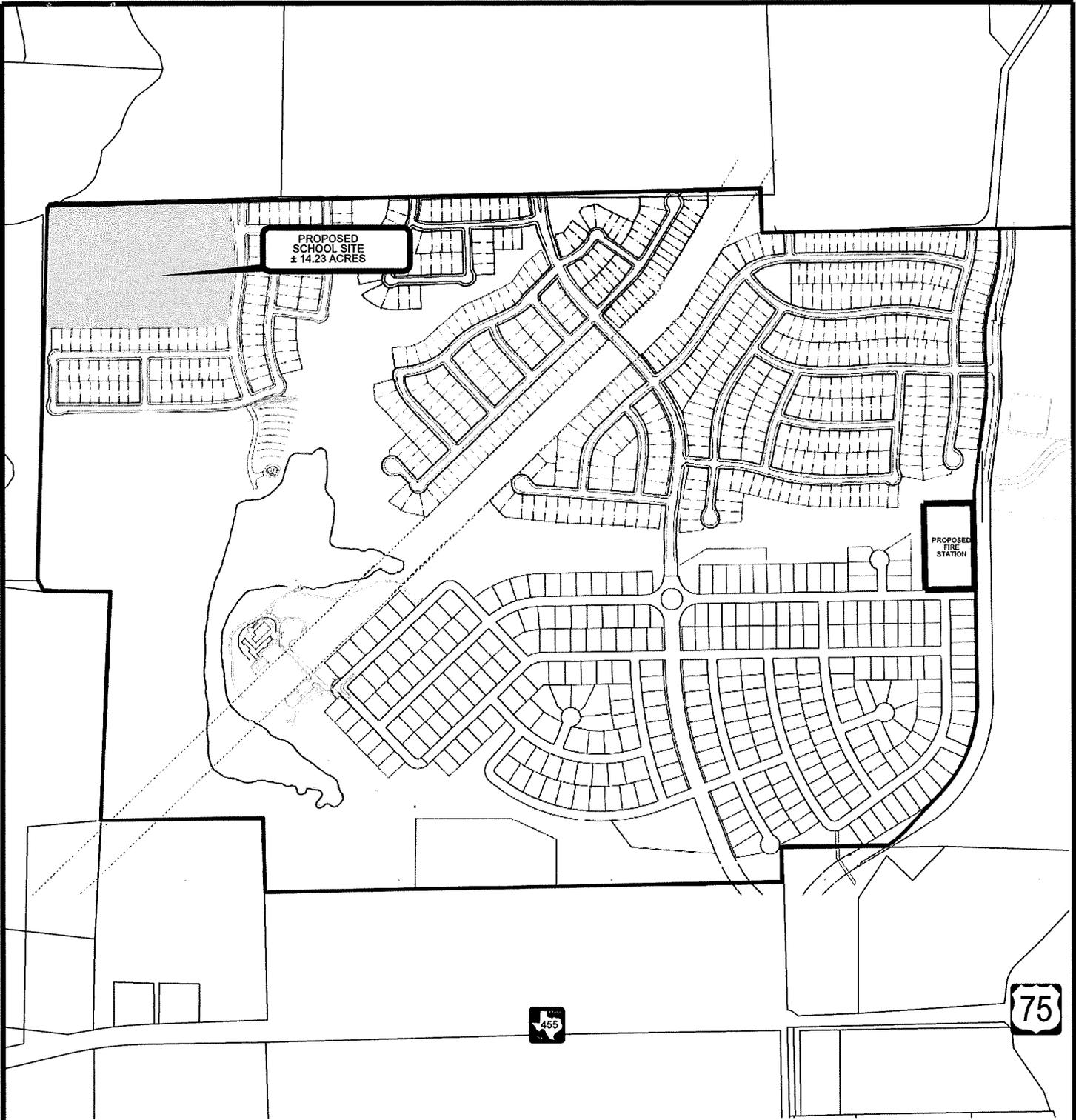


EXHIBIT O - PARKLAND SITE DEDICATION
 VILLAGES OF
 HURRICANE CREEK



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PROPOSED
SCHOOL SITE
± 14.23 ACRES

PROPOSED
FIRE
STATION



EXHIBIT Q - SCHOOL SITE

VILLAGES OF
HURRICANE CREEK



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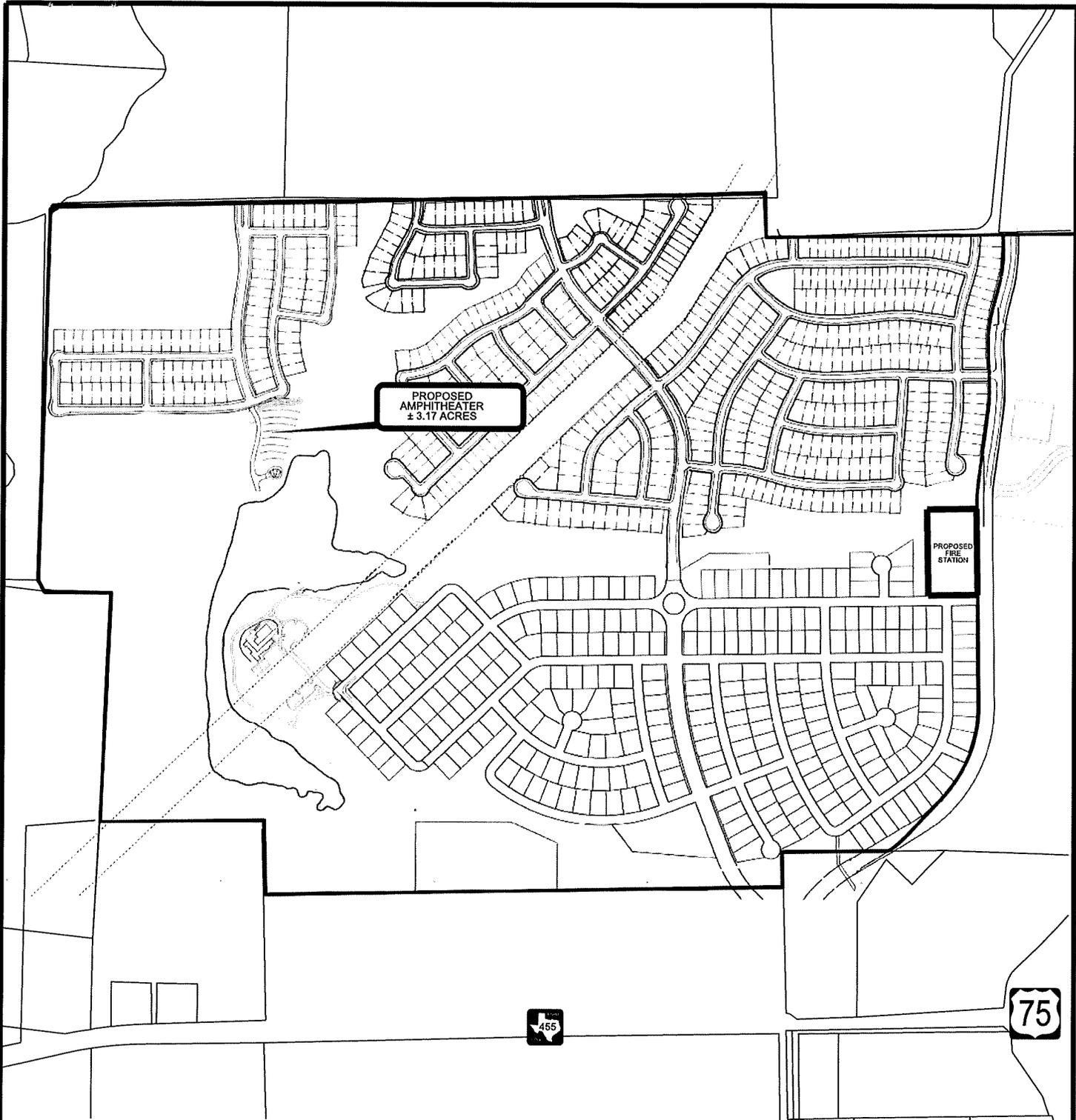


EXHIBIT R - AMPHITHEATER SITE

VILLAGES OF
HURRICANE CREEK



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Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/15/2020 10:35:49 AM
\$110.00 TBARNETT
20201215002250760



Stacey Kemp

COLLIN COUNTY, TEXAS
STACEY KEMP
2300 Bloomdale Rd, Suite 2104
McKinney, TX 75071
Phone: 972-548-4185



STACEY KEMP
COUNTY CLERK

Receipt for Services

Cashier	TBARNETT	Batch #	2131035
Customer	CITY OF ANNA PO BOX 776 ANNA, TX 75409	Date:	12/15/2020
		Time:	10:35:49AM

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
12/15/2020 10:35:49AM	20201215002250760	RL			22
		RL		Total:	110.00
		Fee Total:			110.00
CREDIT	100211890797				110.00
		Payment Total:			110.00



All Transactions Approved

Bureau: 6281876 - Collin County, TX Clerk M Land

Invoice Item	Amount	Quantity	Conv. Fee	Result
Fees: Payment ID: 100211890797 Land-REC	\$110.00	1	\$2.53	Approved
Total Amounts + All Fees:	\$112.53			

BILLING INFORMATION

Payment will be billed to:

CARRIE LAND

Card ending in ...9597 (Mastercard)

Processed at 12/15/2020 10:38:31 AM CST

LEGAL NOTICE

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspx

Legal Notice - www.certifiedpayments.net/LegalNotices.aspx