CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 15, 2025
5:00 PM

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY DEPUTY MAYOR HENRY MARROQUIN

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 1, 2025.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6905

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2026"; Specifying the Terms and Features of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing an Effective Date

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6906

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Secondhand Store Or Rummage Shop In A C-1 (Retail Business) District, Located At 4615 North Travis Street, Consisting Of 7.359 Acres Being Lot One-R, Replat Of Lot One, Block 6 And Lot One, Block 7, Replat Of Blocks 2 Through 9, North Creek Addition, Section One, Block 1, Replat Of North Creek Addition, Section One, Being Part Of The James A Clark Survey, Abstract No. 275 And Being Part Of The J. Jennings Survey, Abstract No. 647, City Of Sherman, Grayson County, Texas Ace Affordable Advantage Storage (Owner), Katie Hargis (Applicant) And Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6907

Amending Sherman’s Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Commercial Amusement Centers, Indoor Only In A C-1 (Retail Business) District/Central Business

District/Downtown Subdistrict, Located At 124 South Crockett Street Unit B, Consisting Of 0.091 Acres, Being Part Of Lot 6, Block 4, Original Town Plat Addition, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas; Sherman Properties LLC (Owner); Roger William (Bill) Hollomon (Applicant); And Preston Trail Land Surveying, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And an Effective Date

D.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6908**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In The Blalock Industrial Park PD (Planned Development/Blalock Commercial Overlay District), Located In The 301 Block West FM 1417 (Heritage Parkway), Consisting Of 1.0 Acres, Being Part Of Lot 1, Block 1, Sherman Junction Addition, Being Part Of Preston Kitchen Survey, Abstract No. 667, And The Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas; Sherman Junction Ltd (Owner); Tyler Hendon (Applicant); And David A Minton, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6909**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In A C-2 (General Commercial) District/75 & 82 Overlay District, Located At 600 East Lamberth Road, Consisting Of 5.855 Acres, Being Part Of Lots 6-8, And All Of Lots 4 And 5, Block 4, Of The J.H. Carraway Subdivision, Independence Square Addition, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Remington Sherman Automotive LLC, (Owner); Shane Donohue (Applicant); And Spiars Engineering, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6910**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.0 Acres Being A Part Of The Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located At 200 South F.M. 1417 (Heritage Parkway), Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District/F.M. 1417 Overlay District Zoning Classification, City Of Sherman (Owner), And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6911**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.524 Acres Being A Part Of The J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located 1422 West Houston Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Texas Aquastore (Owner), Gareb Joseph Tahir (Representative) And Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6912**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In A C-2 (General Commercial) District, Located At 1422 West Houston Street, Consisting Of 0.524 Acres, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas; Texas Aquastore (Owner); Gareb Joseph Tahir (Applicant); And Copley Land Survying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty

Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

E.1. **CLOSE PUBLIC HEARING**
Consider adoption of Ordinance No. 6905, 6906, 6907, 6908, 6909, 6910, 6911 & 6912.

E.2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6891 (TABLED AT THE NOVEMBER 17, 2025 REGULAR CITY COUNCIL MEETING)**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1814 Acres Being Lot 5, Block 8, College Park Addition, City Of Sherman, Grayson County, Texas, Located At 820 North Harrison Avenue, Heretofore Zoned R-6 (Single Family Residential) District/College Park Overlay Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Rosalba Gomez (Owner) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Resolutions

F.1. **RESOLUTION NO. 7606**
Authorizing the City Manager or His Designee to execute a purchase and sale agreement for the purchase of real property from HBR3CPA, LLC located at 217 W. Pecan Street, Being lot 3 and part of lot 4 of Block 'N' in the Black's Addition, Sherman Texas

F.2. **RESOLUTION NO. 7607**
Awarding a Bid to and Authorizing Execution of a Contract Between Red River Construction Company and the Greater Texoma Utility Authority Based on an Invitation to Bid for the SWWTP-MBR Solids Thickening Improvements

F.3. **** RESOLUTION NO. 7608***
Authorizing the Execution of a Chapter 380 Grant Agreement with Sherman Crossroads, LTD for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Design and Construction of various Public Improvements in the Sherman Crossroads Phase IV Addition

Request to Advertise

G.1. **** REQUEST TO ADVERTISE***
Annual Services for Finish and Rough Mowing of Various City Properties

Payment Authorization

H.1. **** PAYMENT AUTHORIZATION***
Authorizing payment for renewal of Tyler Technologies software and software as a service for the City of Sherman.

Other Business

I.1. **OTHER BUSINESS**
Receive Presentation from TAPS General Manager Shellie White

I.2. **OTHER BUSINESS**
Providing an update on the City of Sherman Streets

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

I.3. **** OTHER BUSINESS***

Approving the City of Sherman's Holiday Schedule for 2026

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

K.1. **TEX. GOV'T CODE § 551.071**

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

a. Receive legal advice from the City Attorney regarding the Sherman Housing Authority

K.2. **TEX. GOV.'T CODE § 551.072**

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

K.3. **TEX. GOV'T CODE § 551.073**

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

K.4. **TEX. GOV'T CODE § 551.074**

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a. Construction Board of Appeals (5)

b. Airport Advisory Board (3)

c. Greater Texoma Utility Authority Board of Directors (2)

K.5. **TEX. GOV'T CODE § 551.076**

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

K.6. **TEX. GOV'T CODE § 551.087**

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

K.7. **TEX. GOV'T CODE § 551.089**

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

The Council reconvenes into General Session

Adjournment

COUNCIL CALENDAR

N.1.

Council Calendar

Tax Payer Impact Statement

O.1. **FY 2026 TAX PAYER IMPACT STATEMENT**

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	FY2026 (Upcoming Fiscal Year	FY2026 No-New Revenue
Total tax rate (per $100 of value	$0.508000/$100	$0.619404/$100
Median homestead taxable value	$231,004	$251,138
Tax on median-valued homestead	$1,174	$1,556

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, December 9, 2025 at or before 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 9th day of December 2025. City of Sherman, Texas

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code



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City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
Shawn C. Teamann	Henry Marroquin	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

People - Quality - Image

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, December 1, 2025 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:
https://www.ci.sherman.tx.us/701/Agendas-and-Minutes

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Bookmarked at 00:04:59

Mayor Shawn Teamann called the meeting to order at 5:00pm

Council Members Present
Mayor Shawn Teamann
Deputy Mayor Henry Marroquin
Council Member Juston Dobbs
Council Member Pam Howeth
Council Member Daron Holland
Council Member Josh Stevenson
Council Member Clay Barnett

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JUSTON DOBBS

Bookmarked at 00:05:07

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 17, 2025

Bookmarked at 00:05:59
The City Council reviewed the minutes of the Regular City Council Meeting of November17, 2025. Motion by Council Member Dobbs to approve the Minutes as written. Second by Council Member Barnett. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

E.1 Ordinance No. 6903 & E.2. Ordinance No 6904

Bookmarked at 00:29:56 (Ponder)

Bookmarked at 00:33:22 (Maxwell)

G. 2. Resolution No. 7602

Bookmarked at 01:02:02 (Allen)

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Bookmarked at 00:06:42

Council Member Howeth made a motion to approve consent agenda. Second made by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Special Presentations

D.1. SPECIAL PRESENTATION

Receive Special Presentation from the Texas Department of Transportation

Bookmarked at 00:07:13

Public Hearing

Please let the audience know there will be time for comment after the Ordinances have been read.

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6903

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 234.484 acres of Land Located Near the Corner of FM 697 and SH 11 Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption hereof

Bookmarked at 00:21:26

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6904

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 212.1 acres being a part of John Kitchen Survey, Abstract No.673 and a part of the Robert Thompson Survey, Abstract No. 1200, City of Sherman, Grayson County, Texas, Located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue, Heretofore Zoned R-A (Residential Agriculture) District; Rezoning and Placing the Tract in the PD (Planned Development) of Post Oak Village Zoning Classification, Austin College (Owner), Robert E. Tesch (Applicant), Pape Dawson (Engineer) and Copley Land Surveying (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Bookmarked at 00:22:20

Ask if there is anyone wanting to comment on these two items.

Close Public Hearing and Consider Adoption of Ordinances

F.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6903 and 6904

Bookmarked at 00:36:59

Council Member Stevenson made a motion to table Ordinance No. 6903 and Ordinance No. 6904. Second made by Council Member Barnett.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: DOBBS.

MOTION CARRIED.

Resolutions

G.1. **RESOLUTION NO. 7601**

Expressing Support for the Low Income Housing Tax Credit Application of Ridgeview Apartment Concerning the Property Located at 1800 W. Washington in Sherman, Texas, for the year 2025

Bookmarked at 00:58:47

Council Member Stevenson made a motion to approve Resolution No. 7601. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

G.2. **RESOLUTION NO. 7602**

Awarding a Bid to and Authorizing Execution of a Contract with SYB Construction Co., Inc. Based on an Invitation to Bid for the Lamberth Road Drainage Improvements Phase II From Cornerstone Dr to US Highway 75

Bookmarked at 01:00:44

Council Member Dobbs made a motion to approve Resolution No. 7602 Second made by Council Member Stvenson.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

G.3. **** RESOLUTION NO. 7603***

Authorizing Execution of a Contract Between Tex-Oma Builders Supply Co. and the Greater Texoma Utility Authority Based on Procurement Through TIPS Cooperative Purchasing for the La Cima Door Project

Bookmarked at 00:06:42

Council Member Howeth made a motion to approve consent agenda. Second made by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

G.4. **** RESOLUTION NO. 7604***

Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for An Annual Supply of Additional Wastewater Chemicals for the Sherman Wastewater Treatment Plant

Bookmarked at 00:06:42

Council Member Howeth made a motion to approve consent agenda. Second made by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

G.5. **** RESOLUTION NO. 7605***

Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

Bookmarked at 00:06:42

Council Member Howeth made a motion to approve consent agenda. Second made by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Payment Authorization

H.1. **** PAYMENT AUTHORIZATION***

Authorizing Payment of $133,120.76 for the Annual Renewal of Computer Aided Dispatch and Record Management System for Animal Control, Police, and Fire

Bookmarked at 00:06:42

Council Member Howeth made a motion to approve consent agenda. Second made by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 01:14:47

EXECUTIVE SESSION

Bookmarked at 01:17:50

Mayor Teamann adjourned to executive session at 6:13pm.

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

J.1. **TEX. GOV'T CODE § 551.071**

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

J.2. **TEX. GOV.'T CODE § 551.072**

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.3. **TEX. GOV'T CODE § 551.073**

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.4. **TEX. GOV'T CODE § 551.074**

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a) Planning and Zoning Commission (1) and Alternates (2)

Bookmarked at 01:31:51

b) Animal Control Advisory Committee (3)

Bookmarked at 01:32:08

J.5. **TEX. GOV'T CODE § 551.076**

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

J.6. **TEX. GOV'T CODE § 551.087**

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

J.7. **TEX. GOV'T CODE § 551.089**

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

Bookmarked at 01:31:74

Mayor Teamann reconvened to general session at 6:24pm.

Mayor Teamann adjourned the meeting at 6:28pm

COUNCIL CALENDAR

L.1. Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on or before Sunday, November 23rd at 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 23rd day of November 2025. City of Sherman, Texas



City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members		
Shawn C.	Teamann		Henry Marroquin	Henry Marroquin, Council-At-

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Large, PL
#1

istrict #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4

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Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

POST OAK VILLAGE

Planned Development Application
Sherman, Texas

Robert Tesch, Christopher Hernandez Matthew Gilbertson | December 1st, 2025

PAPE–DAWSON

Robert “Bob” Tesch

TDM



PAPE–DAWSON

- **President – Tesch Development & Management Company**
- **50+ years in real estate investment and development in Houston, Central Texas, and DFW.**
- **Responsible for the development of lots and utilities for hundreds of single-family homes.**
- **Responsible for investment-in and management-of hundreds of millions of dollars in commercial land development.**

Matt Gilbertson



Christopher Hernandez



PAPE–DAWSON

- **Associate Vice President – Pape-Dawson**
  - Civil Engineer, Project Manager, and leader of teams producing plans for dozens of single-family residential communities at Pape-Dawson.
  - 10+ years of experience serving DFW communities.

- **Senior Project Manager – Pape-Dawson**
  - Civil Engineer, Project Manager in single-family and commercial land development at Pape-Dawson.
  - 10+ years of experience serving DFW communities.

POST OAK VILLAGE, SHERMAN, TEXAS

PAPE–DAWSON

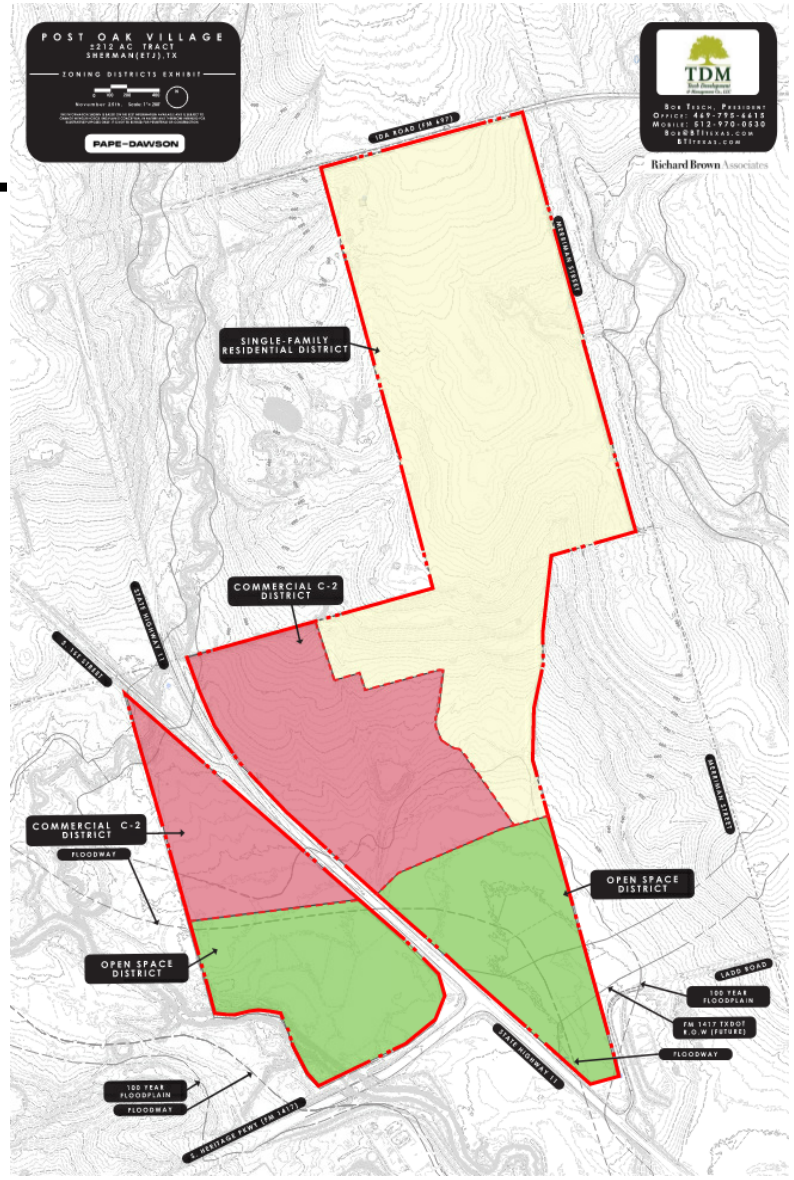
- **OUTLINE – PLANNED DEVELOPMENT CODE APPLICATION**
  - PROPOSED LAND USES
    - Single-Family (R-4, 5, 6)
    - Commercial (C-2)
  - PROPOSED VARIANCES
    - Commercial height limit of 40 feet. C-2 base is 35 feet. C-1 base is 50 feet.
    - Land use chart provided to City of Sherman allowing for some SUP items under C-2.
  - PROPOSED SINGLE-FAMILY REQUIREMENTS/RESCTRICTIONS
    - R-4 Lots = Maximum of 25%
    - R-6 Lots = Minimum of 10%
  - COMMUNITY BENEFITS
    - Density variety; higher density closer to highway
    - Open spaces throughout property; adjacency to Sherman Master Trails Plan
    - Flexibility in Commercial uses to encourage market determination of users

PAPE–DAWSON

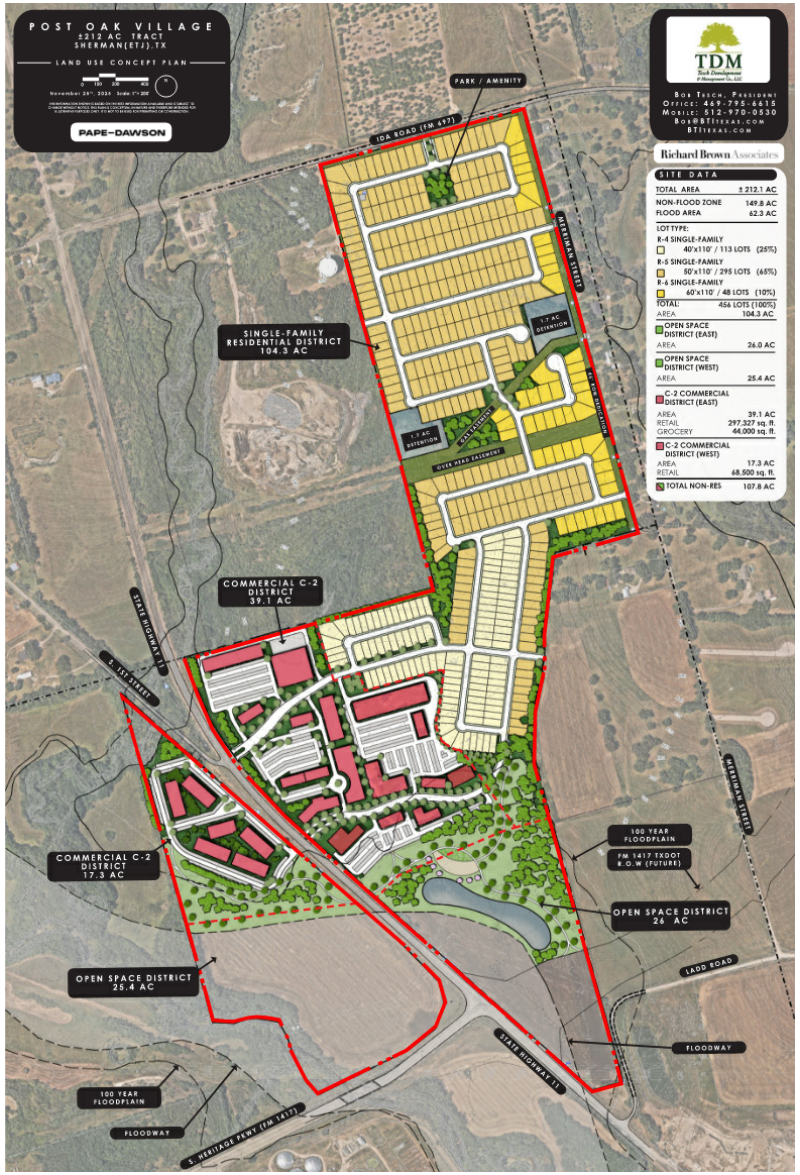
POST OAK VILLAGE SITE EXHIBITS

PAPE–DAWSON

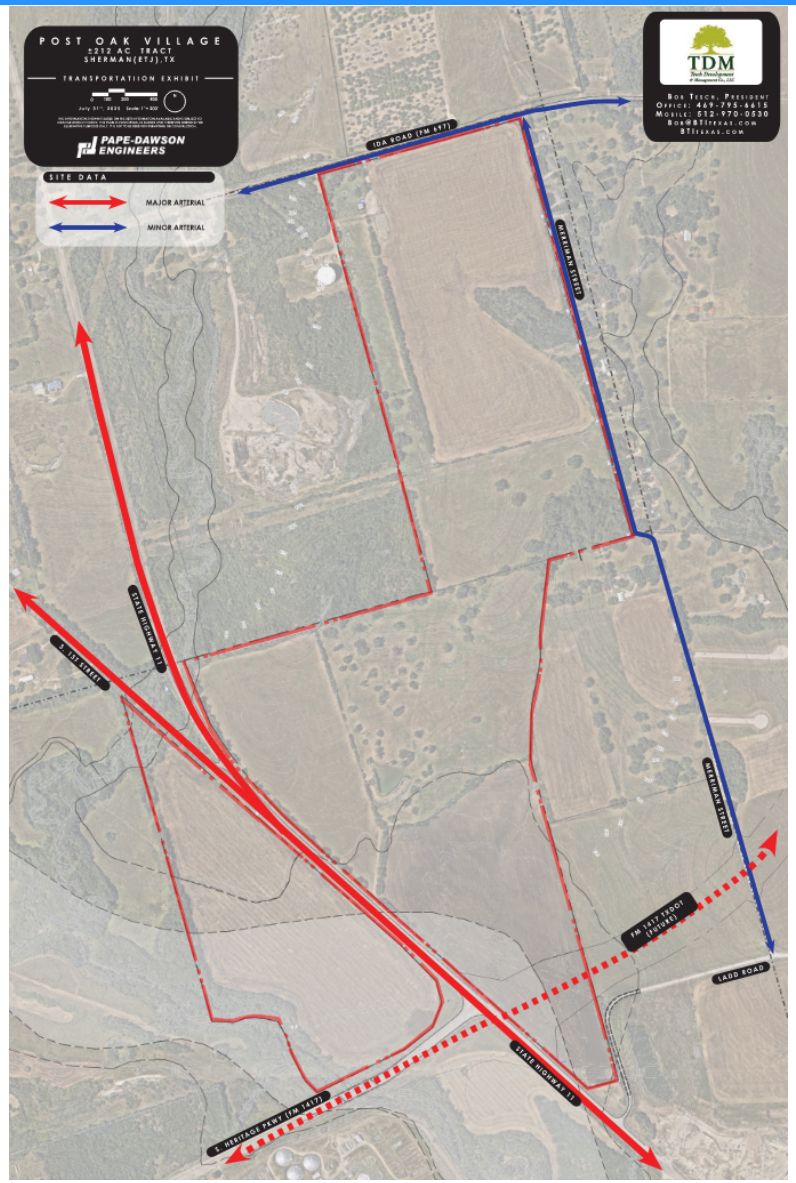
ZONING DISTRICT BOUNDARY EXHIBIT



CONCEPTUAL LAND PLAN



TRANSPORTATION EXHIBIT



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. C.1.

Meeting Date: 12/15/2025

Prepared By:

Approved By:

Caption:

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

F. 3. **** RESOLUTION NO. 7608***
Authorizing the Execution of a Chapter 380 Grant Agreement with Sherman Crossroads, LTD for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Design and Construction of various Public Improvements in the Sherman Crossroads Phase IV Addition

G. 1. **** REQUEST TO ADVERTISE***
Annual Services for Finish and Rough Mowing of Various City Properties

H. 1. **** PAYMENT AUTHORIZATION***
Authorizing payment for renewal of Tyler Technologies software and software as a service for the City of Sherman.

I. 3. **** OTHER BUSINESS***
Approving the City of Sherman's Holiday Schedule for 2026

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 12/15/2025

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6905

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2026"; Specifying the Terms and Features of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing an Effective Date

Issue:

Consider all matters incident and related to the issuance and sale of "City of Sherman, Texas, Limited Tax Notes, Series 2026", including the adoption of an ordinance authorizing the issuance of such notes.

Background:

During the Budget Workshop, Council approved the issuance of Tax Notes to fund various fleet, equipment and improvements.

Description	Funding needed
3 Residential Solid Waste Automated Side Load Trucks	1,380,984
2 Front-end Load Commercial Solid Waste Trucks	804,032
Dump Truck for the Street Department	105,000
Solar Lights on Grand Avenue	88,598
Metal Windows in the Auditorium	88,000
Metal Roof for the Activity Center	82,800
Community Services Building HVAC	80,000
Median Improvements on Grand Avenue	57,000
2 Water Treatment Plant HVACs	40,000
Sign Shop and Storage Barn Remodel for Street Department	29,100
City Hall Annex HVAC	20,900
Wastewater Treatment Plant HVAC	20,000
Asphalt	1,443,447
Total Funding	4,239,861

This ordinance approves the issuance of Tax Notes sold this morning at a competitive sale.

Capital Improvement Program:

Origination:
City Manager's Office

Financial Consideration:
The cost of issuance of these Notes will be about $40,000 which will be netted against the proceeds from issuance.

Staff Recommendation:
The staff recommends the Council approve the Ordinance as presented.

Alternatives:
No alternatives can be recommended by staff at this time.

Attachments:
1. Ordinance No. 6905

ORDINANCE NO. 6905

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2026"; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended (hereinafter called the "Act"), the City Council is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred for (i) the construction of any public work, (ii) the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City's authorized needs and purposes, and (iii) a professional service; and

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading, developing, and equipping streets, roads, bridges, and intersections, including medians, curbs, gutters, sidewalks, signage and signals, lighting, ADA accessibility, landscaping, drainage, and utility infrastructure repair, replacement and relocation related thereto, (ii) the purchase of materials, supplies, equipment and machinery, including vehicles for the Streets and Solid Waste departments, (iii) renovating, improving, and equipping the City's Municipal Building Auditorium, Community Service Building, Street Department buildings, City Hall annex, and water and wastewater treatment plants, including HVAC improvements and window replacement, (iv) designing, constructing, improving and equipping park or recreation facilities that are generally accessible to the public and are part of the municipal park system, and (v) professional services rendered in relation to such projects and the financing thereof; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN:

SECTION 1. Authorization – Designation - Principal Amount - Purpose. Notes of the City of Sherman, Texas (the "City") shall be and are hereby authorized to be issued in the aggregate principal amount of $[_____], to be designated and bear the title "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2026" (hereinafter referred to as the "Notes"), for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading, developing, and equipping streets, roads, bridges, and intersections, including medians, curbs, gutters, sidewalks, signage and signals, lighting, ADA accessibility, landscaping, drainage, and utility infrastructure repair, replacement and relocation related thereto, (ii) the purchase of materials, supplies, equipment and machinery, including vehicles for the Streets and Solid Waste departments, (iii) renovating, improving, and equipping the City's Municipal Building Auditorium, Community Service Building, Street Department

buildings, City Hall annex, and water and wastewater treatment plants, including HVAC improvements and window replacement, (iv) designing, constructing, improving and equipping park or recreation facilities that are generally accessible to the public and are part of the municipal park system, and (v) professional services rendered in relation to such projects and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including the Act.

SECTION 2. Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturities - Interest Rates. The Notes shall be issued as fully registered obligations only, shall be dated January 15, 2026 (the "Note Date"), shall be issued in denominations of $5,000 or any integral multiple thereof, and principal payments shall become due and payable on August 15 in each of the years and in the amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Payment	Principal Amounts ($)	Interest Rate(s) (%)
2026		
2027		
2028		
2029		
2030		
2031		

The Notes shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers (anticipated to be January 15, 2026) at the per annum rate(s) shown above in this Section. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, and such interest shall be payable on February 15 and August 15 of each year, commencing August 15, 2026, until maturity.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A. to serve as Paying Agent/Registrar for the Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Deputy Mayor and the City Clerk are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Notes. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or

other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Notes, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Notes shall be payable at the Stated Maturities only upon presentation and surrender of the Notes to the Paying Agent/Registrar at its designated offices, initially in Pittsburgh, Pennsylvania, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Notes shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. No Redemption. The Notes are not subject to redemption prior to maturity.

SECTION 5. Registration – Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Notes issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Notes may be exchanged for Notes of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Notes to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Notes (other than the Initial Note authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees,

one or more new Notes of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes (other than the Initial Note authorized in Section 8 hereof) may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Notes are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes to the Holder requesting the exchange.

All Notes issued in any transfer or exchange of Notes shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Notes surrendered in such transfer or exchange.

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 of this Ordinance relating to the payment, transfer, and exchange of the Notes, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Notes shall be deposited with DTC who shall hold said Notes for its participants (the "DTC Participants"). While the Notes are held by DTC under the Depository Agreement, the Holder of the Notes on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Note (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Notes or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Notes, the City covenants and agrees with the Holders of the Notes to cause Notes to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Notes in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Notes shall be made in accordance with the provisions of Sections 3, 4 and 5 of this Ordinance.

SECTION 7. Execution - Registration. The Notes shall be executed on behalf of the City by the Mayor or Deputy Mayor under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of such officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding whether any of such individuals shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser(s) and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 8. Initial Note. The Notes herein authorized shall be initially issued as a single, fully registered note in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, (hereinafter called the "Initial Note") and the Initial Note shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s) as the definitive Note with the Registration Certificate of Paying Agent/Registrar attached thereto. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, may cancel the Initial Note delivered hereunder and exchange therefor definitive Notes of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms. Forms Generally. The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to appear on each of the Notes, shall be substantially in the forms set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Notes, or any maturities thereof, are purchased with insurance) and any reproduction of an opinion of counsel thereon as may, consistent herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes and the Initial Note shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

SECTION 10. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the City at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a "Special 2026 Note Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes.

The Mayor, Deputy Mayor, City Manager, any Assistant City Manager, Chief Financial Officer, and City Clerk of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

The City has sufficient current funds available and such funds are hereby appropriated to make the payment to become due on the Notes on August 15, 2026, and the Mayor, Deputy Mayor, City Manager, any Assistant City Manager, Chief Financial Officer, and City Clerk, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking

Fund such amount of current funds which will be sufficient to pay the amount to become due on the Notes on August 15, 2026.

SECTION 11. Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 12. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Notes, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of and interest due on any defeased Notes. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause

the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The term "Government Securities," as used herein, means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Notes.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Notes such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 13. Ordinance a Contract - Amendments - Outstanding Notes. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

(1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Notes deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section 14, the following terms have the following meanings:

"Closing Date" means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof

for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Notes:

(a) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(b) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action

which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Note is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Notes with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Notes by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days

after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Deputy Mayor, City Manager, any Assistant City Manager, Chief Financial Officer, and City Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document

(k) Reimbursement. The City reasonably expects to reimburse capital expenditures made from its own funds with respect to the projects described in Section 1 hereof with proceeds of the Notes and this Ordinance shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations to be issued for the projects is set forth in Section 1 hereof.

SECTION 15. Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Notes is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Preliminary Official Statement is deemed "final" as of its date except for the omission of the information permitted by the Rule (hereinafter defined), within the meaning of the Rule. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Deputy Mayor, City Manager, any Assistant City Manager, Chief Financial Officer or City Clerk, one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated December 15, 2025, in the offering, sale and delivery of the Notes to the public.

SECTION 16. Sale of Notes. Pursuant to a public sale for the Notes, the bid submitted by [_____] (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Notes to the Purchaser at the price of par plus a net cash premium in the amount of $[_____], is hereby approved and confirmed. Delivery of the Notes to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The terms of sale are hereby declared to be in the best interest of the City.

SECTION 17. Control and Custody of Notes. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchaser.

SECTION 18. Proceeds of Sale. The proceeds of sale of the Notes, excluding any amounts set aside to pay costs of issuance, and the rounding amount, if any, which shall be deposited to the credit of the Interest and Sinking Fund, shall be deposited in a construction fund maintained at a depository of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of the Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the appropriate authorized officials of the City. Any excess Note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 19. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the year 2025, financial information and operating data with respect to the City of the general type included in Tables 1 through 4 and 6 through 9 in Appendix A of the final Official Statement and (2) within twelve months after the end of each fiscal year of the City beginning in the year 2025, the audited financial statements of the City. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix C to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant

to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Notes to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
7. Modifications to rights of holders of the Notes, if material;
8. Note calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Notes, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding Subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (ii) the City intends the words used in the immediately preceding Subsections (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Subsection (b) of this Section of this Ordinance by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Note calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Notes; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY

THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Notes consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Notes. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Notes from lawfully purchasing or selling Notes in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 20. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying

Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21. Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22. Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving the Notes as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Notes. An executed counterpart of said opinion shall accompany the global notes deposited with DTC or a reproduction thereof shall be printed on the definitive notes in the event the book-entry-only system shall be discontinued. The prior engagement of Bond Counsel as bond counsel to the City is hereby approved, ratified and confirmed.

SECTION 23. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 24. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 25. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 26. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 28. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 29. Further Procedures. Any one or more of the Mayor, Deputy Mayor, City Manager, any Assistant City Manager, Chief Financial Officer, and City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Deputy Mayor, City Manager, any Assistant City Manager, Chief Financial Officer, and City Clerk, or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Notes by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Deputy Mayor, City Manager, any Assistant City Manager, Chief Financial Officer, and City Clerk may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

SECTION 30. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by the Texas Government Code, Chapter 551, as amended.

SECTION 32. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the Texas Government Code, Section 1201.028, as amended, and it is so ordained.

[The remainder of this page intentionally left blank.]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15h day of December 2025.

ADOPTED on this the 15th day of December 2025.

EFFECTIVE DATE on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

PAYING AGENT REGISTRAR/AGREEMENT

THIS AGREEMENT is entered into as of December 15, 2025 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Sherman (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Sherman, Texas, Limited Tax Notes, Series 2026" (the "Securities"), dated January 15, 2025, such Securities scheduled to be delivered to the initial purchasers thereof on or about January 15, 2025; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this Agreement due to the Bank shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

DEFINITIONS

Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means Specialized Public Finance Inc.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means any managing director, President, Vice President, senior associate, associate, or any other officer of the Bank customarily performing functions similar to those

performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

PAYING AGENT

Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

First Class/Registered/Certified
Express Delivery/Courier
or by hand:

The Bank of New York Mellon Trust Company, N.A.
Corporate Trust
500 Ross Street, Suite 625
Pittsburgh, PA 15262

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

REGISTRAR

Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any

time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

THE BANK

Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Reliance on Documents, Etc.

The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on an e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and

disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result.

DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes

requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

MISCELLANEOUS PROVISIONS

Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive the termination of this Agreement until the statute of limitations has run.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as paying agent

By:_____

Title:_____

Address: 500 Ross Street, Suite 625
Pittsburgh, PA 15262

CITY OF SHERMAN, TEXAS

By: _____
Mayor

Address: 220 W. Mulberry Street
Sherman, Texas 75090

Attest:

_____
City Clerk

ANNEX A

EXHIBIT B

FORM OF NOTES

(a) Form of Definitive Notes.

REGISTERED
NO. R-___

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2026

Note Date:	Interest Rate:	Stated Maturity:	CUSIP NO:
January 15, 2026	_____%	August 15, 20___	

Registered Owner:

Principal Amount: DOLLARS

The City of Sherman, Texas (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated, without right of prior redemption, and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of the Notes appearing below (unless the Notes bear a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of the Note is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2026, until maturity. Principal of the Notes shall be payable at its Stated Maturity to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in Pittsburgh, Pennsylvania, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of the Notes (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by

law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on the Notes shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Notes are issued in the aggregate principal amount of $[_____] (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading, developing, and equipping streets, roads, bridges, and intersections, including medians, curbs, gutters, sidewalks, signage and signals, lighting, ADA accessibility, landscaping, drainage, and utility infrastructure repair, replacement and relocation related thereto, (ii) the purchase of materials, supplies, equipment and machinery, including vehicles for the Streets and Solid Waste departments, (iii) renovating, improving, and equipping the City's Municipal Building Auditorium, Community Service Building, Street Department buildings, City Hall annex, and water and wastewater treatment plants, including HVAC improvements and window replacement, (iv) designing, constructing, improving and equipping park or recreation facilities that are generally accessible to the public and are part of the municipal park system, and (v) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be redeemed or discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Notes of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Notes is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Notes to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Notes do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Notes by the levy of a tax as aforestated. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Note to be duly executed under the official seal of the City as of the Note Date.

CITY OF SHERMAN, TEXAS

_____
Mayor

COUNTERSIGNED:

_____
City Clerk

(SEAL)

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	(	
OF PUBLIC ACCOUNTS	(	REGISTER NO. _____
THE STATE OF TEXAS	(	

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Notes only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note or notes of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in Pittsburgh, Pennsylvania, is the Designated Payment/Transfer Office for this Note.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

_____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____
_____
(Social Security or other identifying number: _____
_____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____
attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular.

(e) The Initial Note shall be in the form set forth in paragraph (a) of this Exhibit, except that the heading and first paragraph of the form of a single fully registered Initial Note shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
$[_____]

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2026

Note Date: January 15, 2026

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: [_____] DOLLARS

The City of Sherman, Texas (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in each of the years and in principal installments in accordance with the following schedule:

Year of Stated Maturity	Principal Amounts ($)	Interest Rate(s) (%)

(Information to be inserted from schedule in Section 2 hereof).

(without right of prior redemption) and to pay interest on the unpaid principal amounts hereof from the date of its delivery to the initial purchasers (January 15, 2026) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2026, until maturity. Principal installments of this Note are payable at its Stated Maturity to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices, initially in Pittsburgh, Pennsylvania, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.2.

Meeting Date: 12/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6906

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Secondhand Store Or Rummage Shop In A C-1 (Retail Business) District, Located At 4615 North Travis Street, Consisting Of 7.359 Acres Being Lot One-R, Replat Of Lot One, Block 6 And Lot One, Block 7, Replat Of Blocks 2 Through 9, North Creek Addition, Section One, Block 1, Replat Of North Creek Addition, Section One, Being Part Of The James A Clark Survey, Abstract No. 275 And Being Part Of The J. Jennings Survey, Abstract No. 647, City Of Sherman, Grayson County, Texas Ace Affordable Advantage Storage (Owner), Katie Hargis (Applicant) And Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 7.359 acres of land located at 4615 North Travis Street to allow a secondhand store or rummage shop in a C-1 (Retail Business) District.

Background:

The property is located at 4615 North Travis Street. The applicant is requesting a Specific Use Permit approval for a secondhand or rummage shop in a C-1 (Retail Business) District.

The applicant has already received a Certificate of Occupancy for the sale of new merchandise, which is allowed by right, but, if approved, will expand to include the sale of used merchandise. The applicant describes the use as a higher-end resale shop with expectations of brands and condition.

The following has been approved for this property.

- 8/16/2016 To allow a mini-warehouse self-storage facility in a C-1 (Retail Business) District.
- 10/16/2018 To allow living quarters in the mini-storage facility in a C-1 (Retail Business) District.

Capital Improvement Program:

N/A

Origination:

Ace Affordable Advantage Storage (Owner), Katie Hargis (Applicant) and Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:
At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6906
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Notification Sign
7. Building Elevation
8. Project Narrative

ORDINANCE NO. 6906

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SECONDHAND STORE OR RUMMAGE SHOP IN A C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 4615 NORTH TRAVIS STREET, CONSISTING OF 7.359 ACRES BEING LOT ONE-R, REPLAT OF LOT ONE, BLOCK 6 AND LOT ONE, BLOCK 7, REPLAT OF BLOCKS 2 THROUGH 9, NORTH CREEK ADDITION, SECTION ONE, BLOCK 1, REPLAT OF NORTH CREEK ADDITION, SECTION ONE, BEING PART OF THE JAMES A CLARK SURVEY, ABSTRACT NO. 275 AND BEING PART OF THE J. JENNINGS SURVEY, ABSTRACT NO. 647, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ACE AFFORDABLE ADVANTAGE STORAGE (OWNER), KATIE HARGIS (APPLICANT) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4615 North Travis Street Suite 180, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow a Secondhand Store or Rummage Shop, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in yellow on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (stevend@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The property must be properly maintained in a state of good repair and neat appearance.
5. There shall be no outdoor sales or storage.
6. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
7. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Katie Hargis is the owner or lessee of the property.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to

construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of December 2025.

ADOPTED on this the 15th day of December 2025.

EFFECTIVE DATE on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

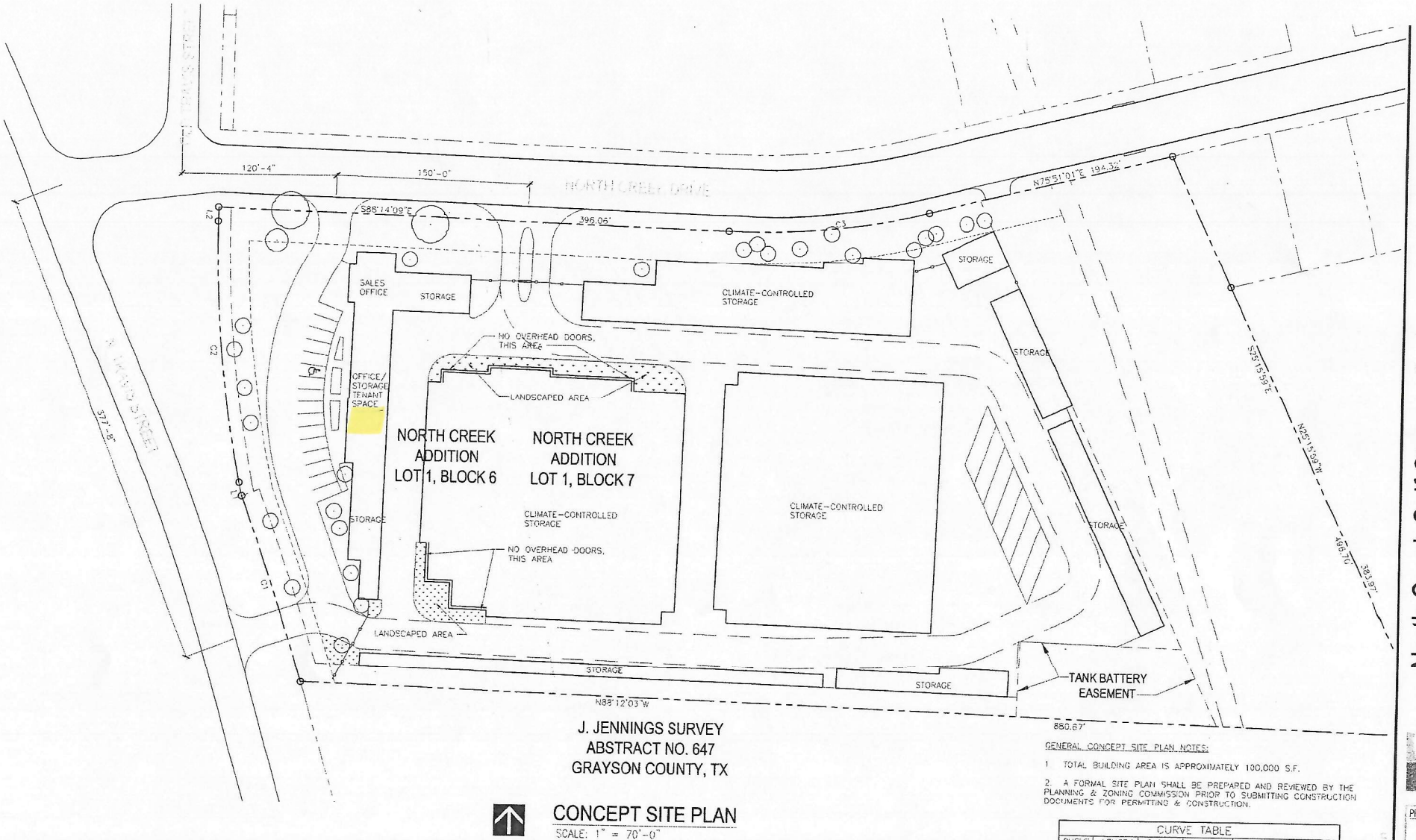
ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



J. JENNINGS SURVEY
ABSTRACT NO. 647
GRAYSON COUNTY, TX

CONCEPT SITE PLAN

SCALE: 1" = 70'-0"

GENERAL CONCEPT SITE PLAN NOTES:

1. TOTAL BUILDING AREA IS APPROXIMATELY 190,000 S.F.
2. A FORMAL SITE PLAN SHALL BE PREPARED AND REVIEWED BY THE PLANNING & ZONING COMMISSION PRIOR TO SUBMITTING CONSTRUCTION DOCUMENTS FOR PERMITTING & CONSTRUCTION.

CURVE TABLE

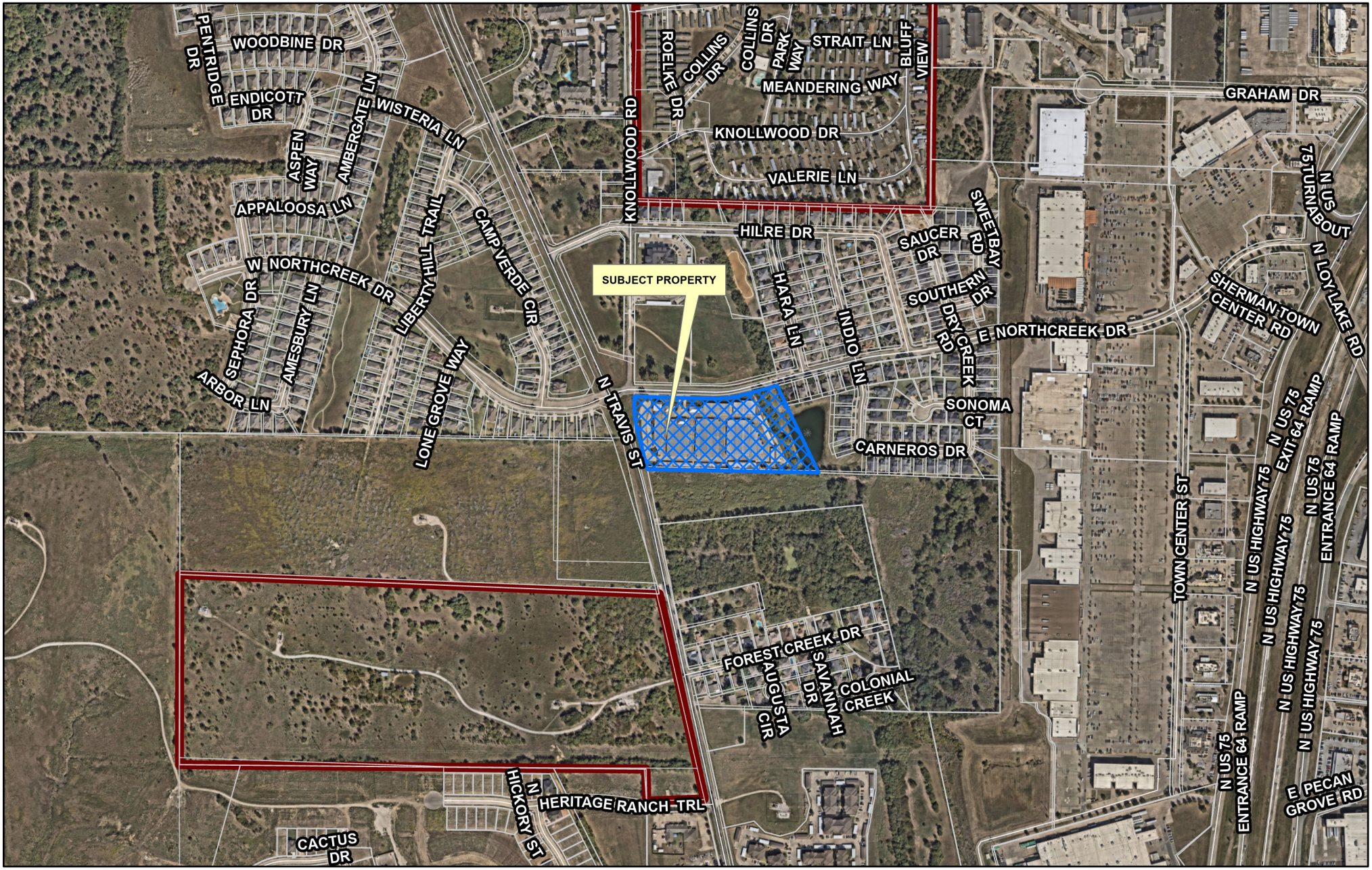
CURVE	LENGTH	RADIUS	DELTA	CHORD	
C1	152.66'	1980.08'	4°27'45"	N18°49'39"W	152.63'
C2	205.11'	925.37'	12°42'00"	N05°45'59"W	204.69'
C3	157.27'	566.22'	15°54'50"	N83°48'26"E	156.76'
C4	236.97'	2148.50'	6°19'10"	N75°49'43"E	236.85'
C5	126.37'	970.00'	7°27'52"	N76°24'04"E	126.28'
C6	140.60'	506.22'	15°54'50"	S83°53'03"W	140.15'
C7	144.40'	1030.00'	8°01'58"	S75°58'34"W	144.29'
C8	216.50'	2088.50'	5°56'22"	S75°55'46"W	216.41'

SCHEMATIC DESIGN REVIEW
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

davidbaca STUDIO
100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090 903 893 5800 903 893 5866 david@davidbacastudio.com

North Creek Self Storage Project
Corner of North Travis Street & North Creek Drive, Sherman, Texas 75092

PROJECT NUMBER 1622
DATE 07.26.16
SHEET NUMBER SUP-1



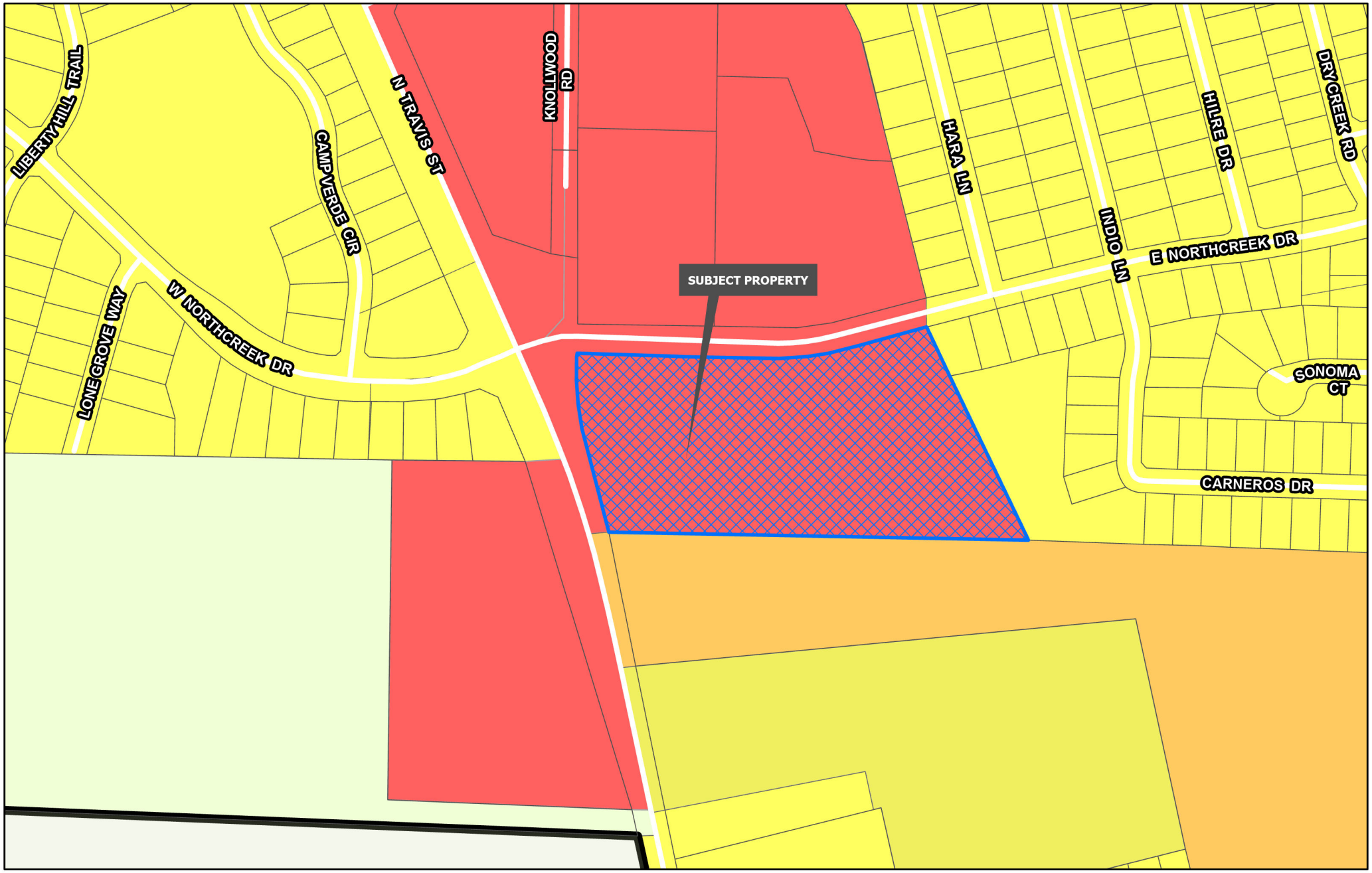
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
4615 N TRAVIS ST

N
W E
S

Date: 10/1/2025 9:51 AM



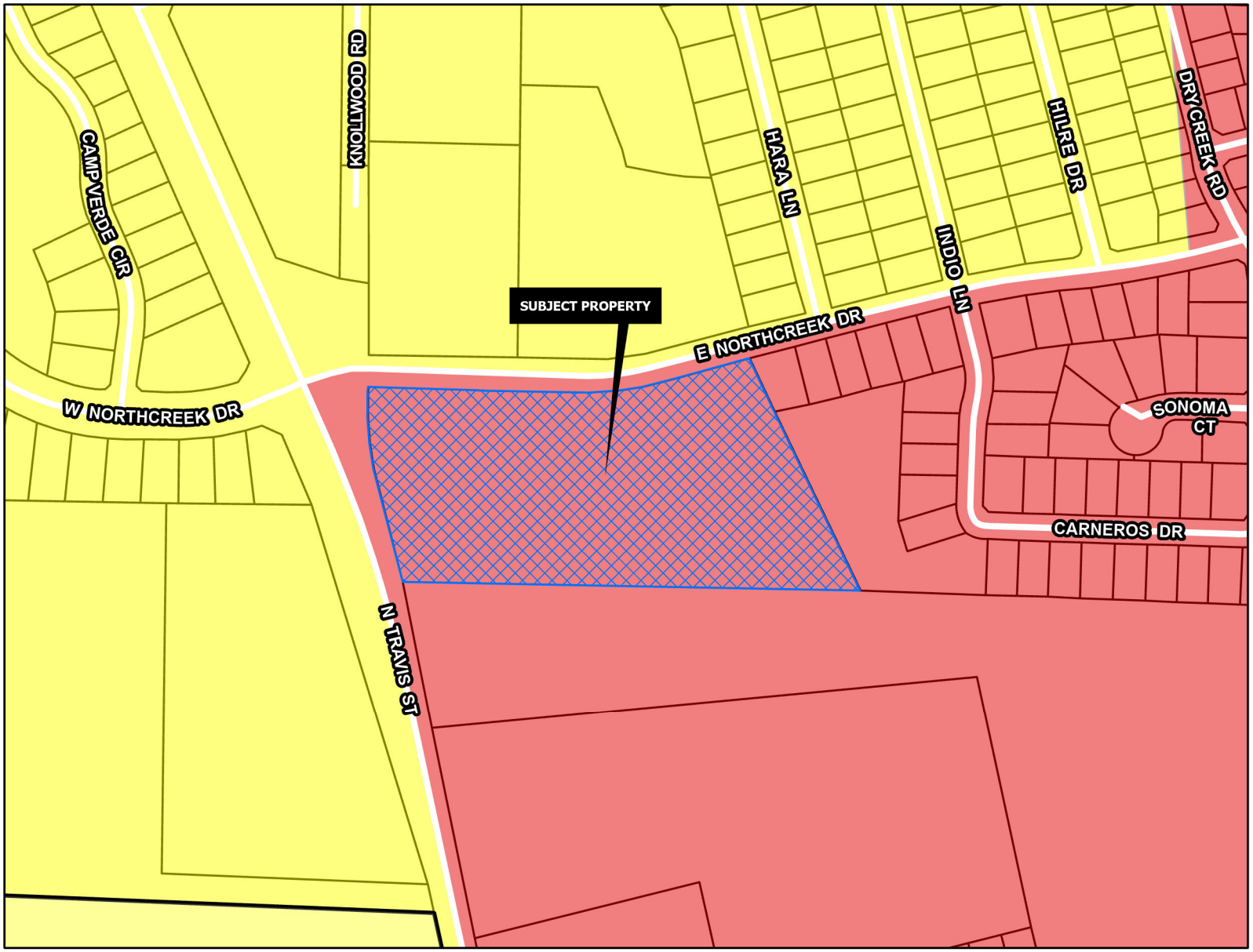
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
4615 N TRAVIS ST

N
W E
S

Date: 10/1/2025 9:51 AM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
4615 N TRAVIS ST

N
W E
S

Date: 10/1/2025 9:51 AM


Sherman
CLASSIC TOWN, BROAD HORIZON.
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 000160-2025
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229
apple roofing
Katie's Kloset
130
Youth
Sports
Association


Sherman
Youth
Sports
Association

Katie’s Kloset

Our store will start out with new merchandise up front, leading up to a full resale store. We will ask people of the community and surrounding areas to bring in their used merchandise for us to purchase and resale. This will be a higher end resale shop with expectations of brands and condition. We will be accepting clothing, shoes, purses, and jewelry for men, women, and teens. Brands include Louis Vuitton, Kate Spade, Dooney and Burke, Micheal Kors, Coach, Lulelemon, Nike, Under Armour, Kendra Scott, Tiffany and Co. ect. We have had very positive feedback from just our family and friends alone so we are very excited to share with the community!

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.3.

Meeting Date: 12/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6907

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Commercial Amusement Centers, Indoor Only In A C-1 (Retail Business) District/Central Business District/Downtown Subdistrict, Located At 124 South Crockett Street Unit B, Consisting Of 0.091 Acres, Being Part Of Lot 6, Block 4, Original Town Plat Addition, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas; Sherman Properties LLC (Owner); Roger William (Bill) Hollomon (Applicant); And Preston Trail Land Surveying, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And an Effective Date

Issue:

Consideration of a Specific Use Permit for an Indoor Commercial Amusement Center for 0.091 acre of land located at 124 South Crockett Street.

Background:

The property is located at 124 South Crockett Street Unit B. The owner is requesting a Specific Use Permit and Site Plan to allow a Commercial Amusement Centers, Indoor Only in a C-1 (Retail Business) District/ Central Business District/ Downtown Subdistrict.

The applicant is proposing an upscale gaming (card) room used to host legal card games following state requirements. A total of 11-13 tables seating 9 players and a dealer each with a check-in area and private VIP game room.

The following has been approved at this location:

- 2/20/2024 - Site Plan of La Piazza Restaurant (Unit A)

Capital Improvement Program:

N/A

Origination:

RP Sherman Properties LLC (Owner), Roger William (Bill) Hollomon (Applicant), and Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:
At the November 18, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6907
2. Exhibit A
3. Exhibit B
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Sign
8. Building Elevation
9. Narrative

ORDINANCE NO. 6907

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW COMMERCIAL AMUSEMENT CENTERS, INDOOR ONLY IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT/DOWNTOWN SUBDISTRICT, LOCATED AT 124 SOUTH CROCKETT STREET UNIT B, CONSISTING OF 0.091 ACRES, BEING PART OF LOT 6, BLOCK 4, ORIGINAL TOWN PLAT ADDITION, BEING PART OF J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; SHERMAN PROPERTIES LLC (OWNER); ROGER WILLIAM (BILL) HOLLOMON (APPLICANT); AND PRESTON TRAIL LAND SURVEYING, (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 124 South Crockett Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow a Commercial Amusement Center Indoor Only, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey/Site Plan**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (stevend@cityofsherman.com). *(Article 3.04)*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Roger Hollomon is the owner or lessee of the Property.
8. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall

not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of December 2025.

ADOPTED on this the 15th day of December 2025.

EFFECTIVE DATE on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

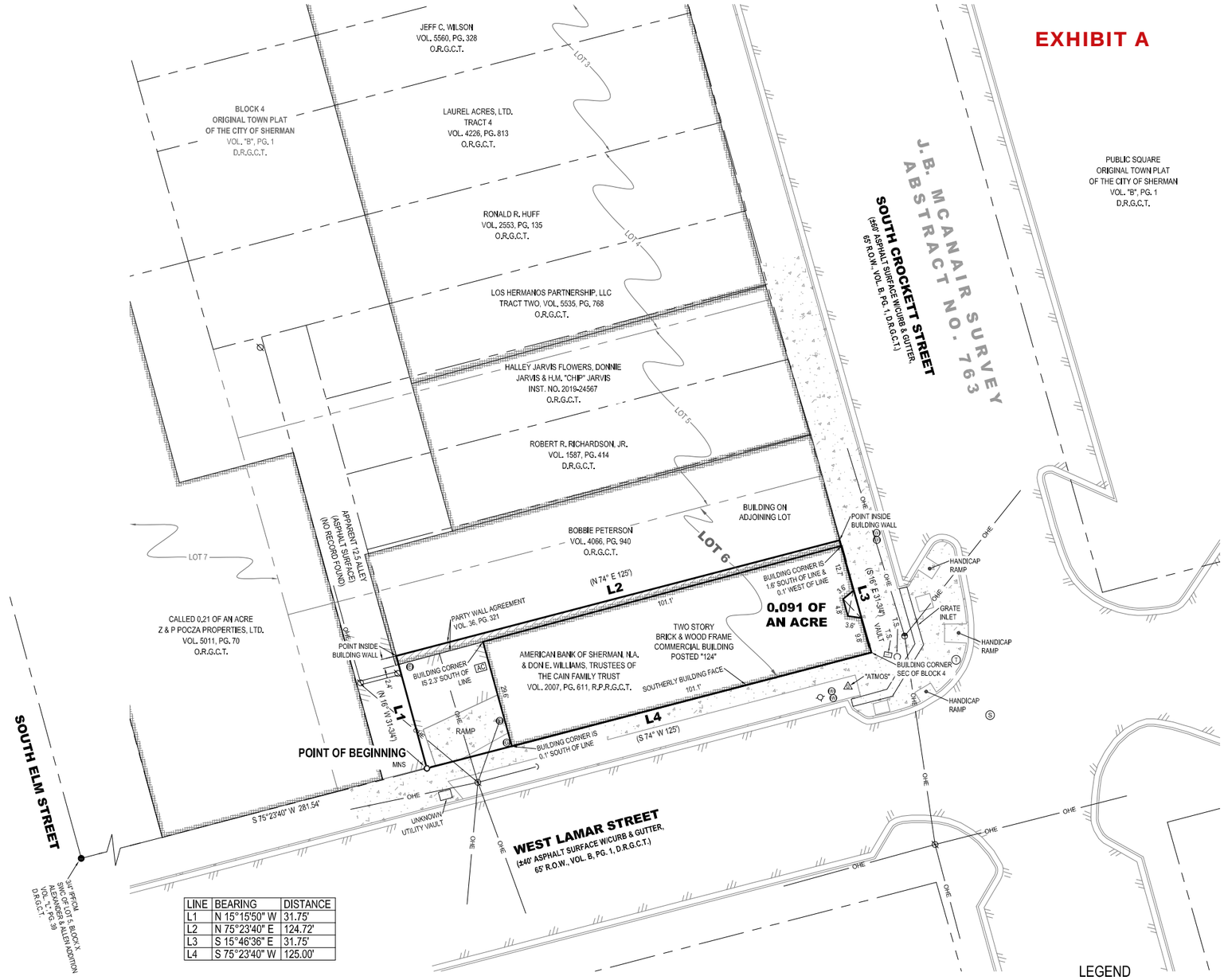
ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



LINE	BEARING	DISTANCE
L1	N 15°15'50" W	31.75'
L2	N 75°23'40" E	124.72'
L3	S 15°46'36" E	31.75'
L4	S 75°23'40" W	125.00'

0 10 20
GRAPHIC SCALE IN FEET

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LAND DESCRIPTION:

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being part of Lot 6 in Block 4 of the Original Town Plat of the City of Sherman, according to the plat thereof recorded in Volume "B", Page 1, Deed Records, Grayson County, Texas, and being a re-tracement survey of a tract of land described in the deed to American Bank of Sherman, N.A. and Don E. Williams, Trustees of the Cain Family Trust, recorded in Volume 2007, Page 61, Real Property Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail with an aluminum washer stamped "PRESTON TRAIL RPLS 6585" set for the southwest corner of said Cain Family Trust Tract, and on the southerly line of said Lot 6, and at the intersection of an easterly line of an apparent 12.5-foot alley (no record found) and the northerly right-of-way line of West Lamar Street, and from which a 3/4-inch iron pipe found for the southwest corner of Lot 5 in Block X of Alexander and Allen Addition, according to the plat thereof recorded in Volume "L", Page 39, said Deed Records, bears S 75°23'40" West, a distance of 281.54 feet;

THENCE North 15°15'50" West, with the westerly line of said Cain Family Trust Tract, and with the easterly line of said 12.5-foot alley, and crossing said Lot 6, a distance of 31.75 feet to the northwest corner of said Cain Family Trust Tract, common to the southwest corner of a tract of land described in the deed to Bobbie Peterson, recorded in Volume 4066, Page 940, Official Records, Grayson County, Texas, said point falls inside building wall;

THENCE North 75°23'40" East, with the northerly line of said Cain Family Trust Tract, and with the southerly line of said Peterson Tract, and continuing across said Lot 6, a distance of 124.72 feet to the northeast corner of said Cain Family Trust Tract, common to the southeast corner of said Peterson Tract, and on the easterly line of said Lot 6, and on the westerly right-of-way line of South Crockett Street, said point falls inside building wall;

THENCE South 15°46'36" East, with the easterly line of said Cain Family Trust Tract, and with the easterly line of said Lot 6, and with the westerly right-of-way line of said South Crockett Street, a distance of 31.75 feet to a building corner found for the southeast corner of said Cain Family Trust Tract, common to the southeast corner of said Lot 6, and common to the southeast corner of aforesaid Block 4, and at the intersection of the westerly right-of-way line of said South Crockett Street and the northerly right-of-way line of aforesaid West Lamar Street,

THENCE South 75°23'40" West, with the southerly line of said Cain Family Trust Tract, and with the southerly line of said Lot 6, and with the northerly right-of-way line of said West Lamar Street, and along the southerly face of said building part of the way, a distance of 125.00 feet to the POINT OF BEGINNING and enclosing 0.091 of an acre (3,963 square feet) of land, more or less.

NOTES ADDRESSING SCHEDULE 'B' EXCEPTIONS:

Only those easements and/or other matters of record, as listed in Title Commitment GF No. 46429, issued by Old Republic National Title Insurance Company, countersigned by Grayson County Title Company, with an effective date of May 11, 2021, and an issued date of May 13, 2021, and relisted below were considered for this Survey. The surveyor did not perform an abstract of title.

10d. The surveyed property is subject to any matter, including but not limited to easements, roadways, and/or building set back lines, as revealed on the recorded plat of Original Town Plat to Sherman, Texas, of record in Volume "B", Page 1, of the Deed Records of Grayson County, Texas.

10e. The surveyed property is subject to Party Wall Agreement of record in Volume 36, Page 321 and referenced in the Warranty Deed of record in Volume 1689, Page 20, both in the Deed Records of Grayson County, Texas.

Certify to: RP Sherman Properties II, LLC; American Bank of Sherman, N.A. and Don E. Williams, Trustees of the Cain Family Trust; Old Republic National Title Insurance Company, Grayson County Title Company;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 08/01/2021, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah, R.P.L.S. No. 6585

STATE OF TEXAS
REGISTERED
CHRIS R. NOAH
6585
PROFESSIONAL
LAND SURVEYOR

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND

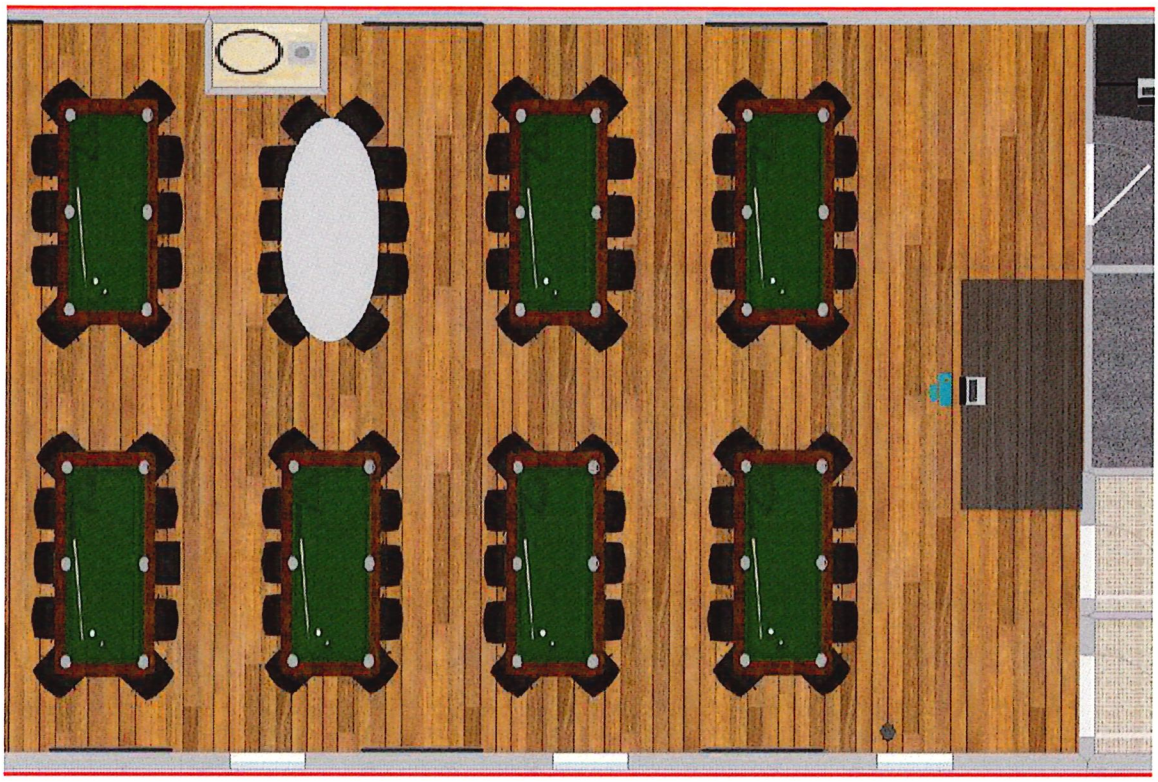
●	FOUND MONUMENT	SEC	SOUTHEAST CORNER
○	SET MONUMENT	SWC	SOUTHWEST CORNER
MNS	MAG NAIL SET W/ "PRESTON TRAIL, RPLS 6585" ALUMINUM WASHER SET	E	ELECTRIC METER
IPF	IRON PIPE FOUND		UTILITY/POWER POLE
CM	CONTROLLING MONUMENT		GUY
( )	DEED OR PLAT CALL		LIGHT
R.O.W.	RIGHT-OF-WAY	T	TELEPHONE MANHOLE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS		BURIED NATURAL GAS MARKER
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS		FIRE HYDRANT
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS	W	WATER METER
VOL., PG.	VOLUME, PAGE	S	SANITARY SEWER MANHOLE
INST. NO.	INSTRUMENT NO.		BUILDING WALL
AC	AC UNIT		PARTY WALL AGREEMENT
T.S.	TRAFFIC SIGNAL		BOUNDARY LINE
			ADJOINER LINE
			ASPHALT
		OHE	OVERHEAD ELECTRIC/UTILITY

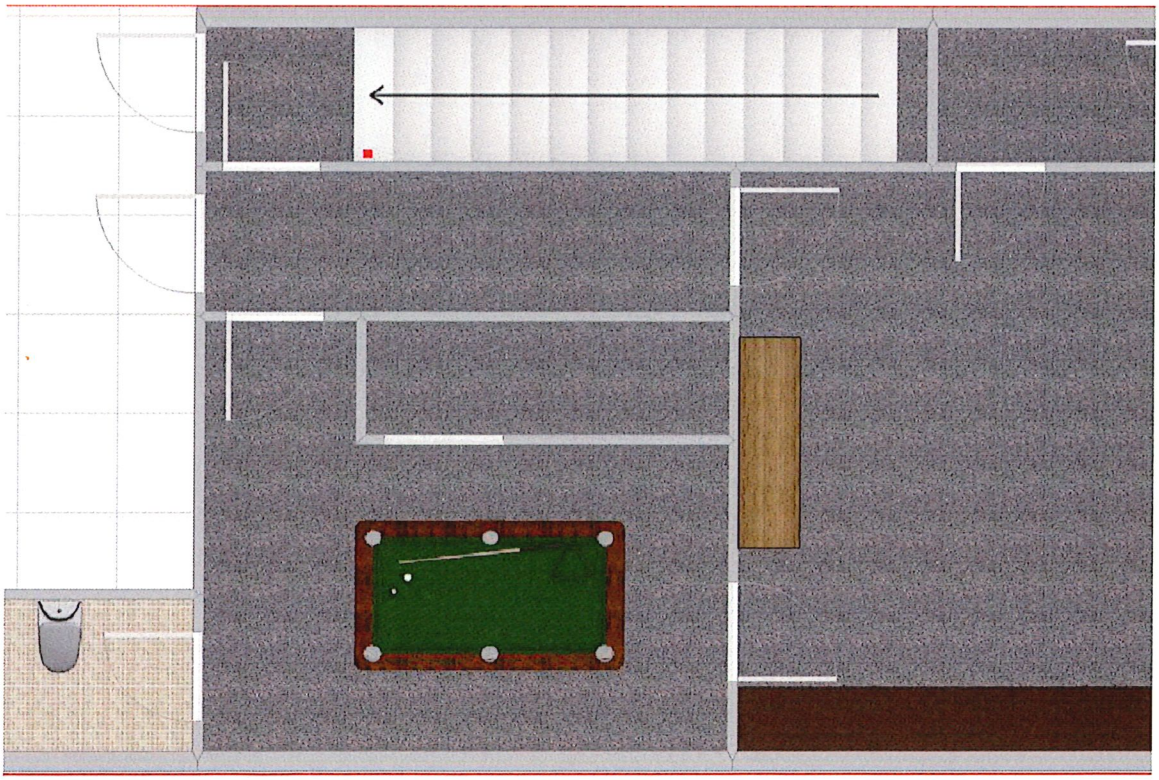
TITLE SURVEY
0.091 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
ORIGINAL TOWN PLAT OF SHERMAN
BLOCK 4, PART OF LOT 6
124 South Crockett Street, Sherman
Grayson County, Texas

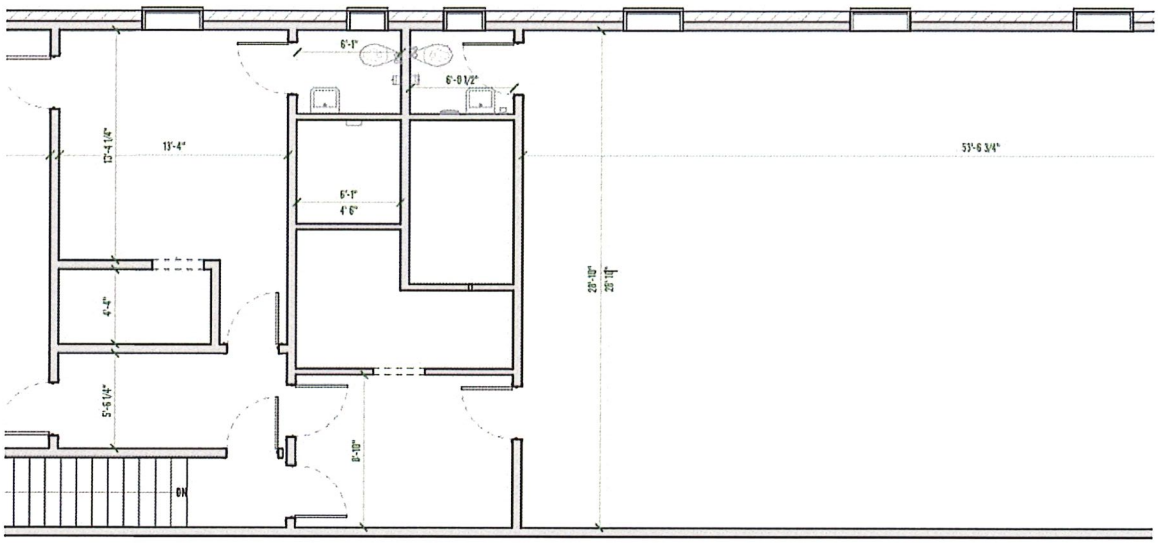
Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

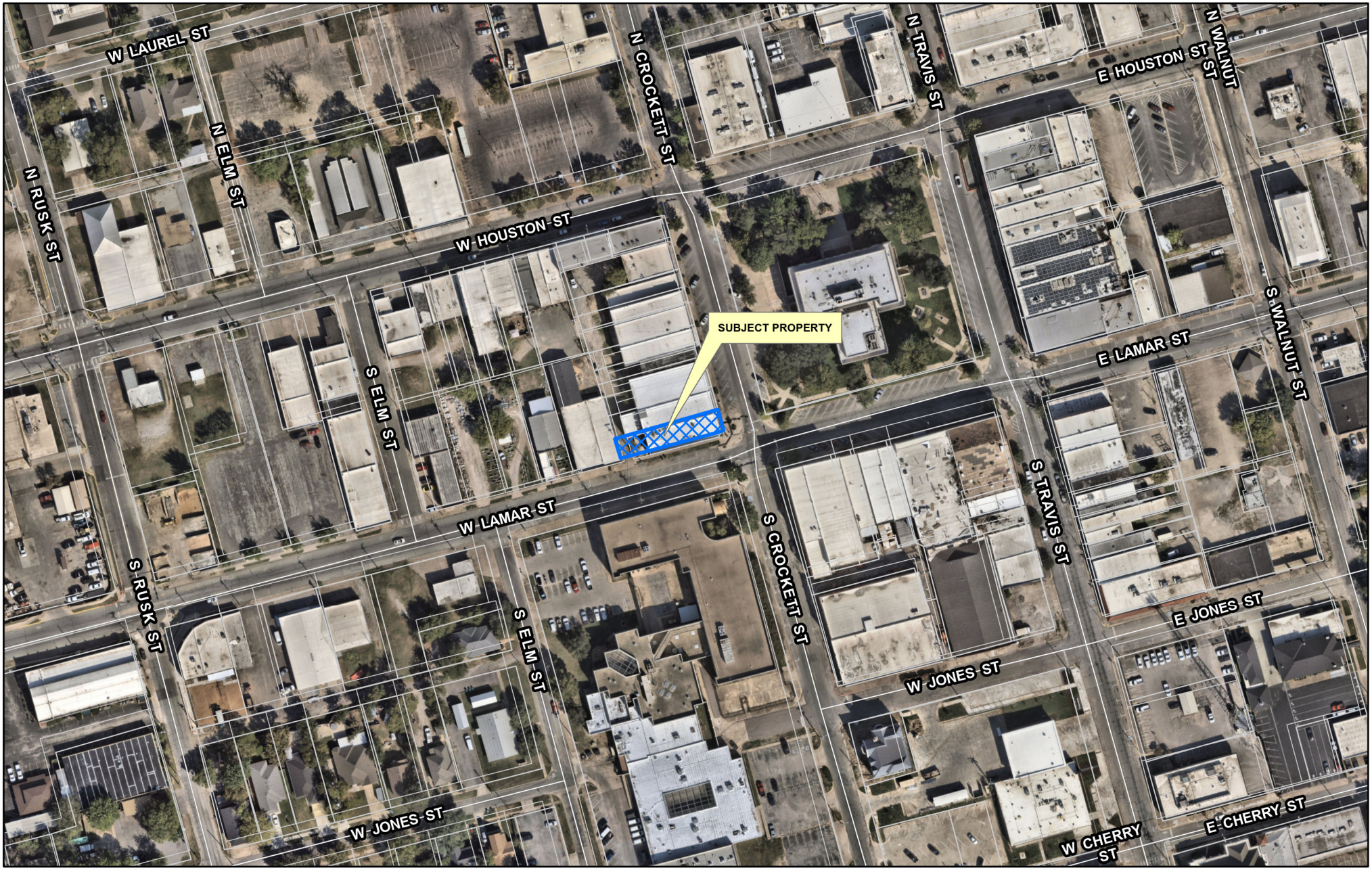
TBPLS Firm No. 10194175	Drawn by: BNH	Scale: 1"=20'	Project No. 21-0469
	Checked by: CRN	Date: 08/06/2021	Sheet No. 1 of 1

EXHIBIT B






6'-1"
6'-0 1/2"
13'-4"
53'-6 3/4"
6'-1"
4'-6"
4'-4"
5'-6 1/4"
8'-10"
ON



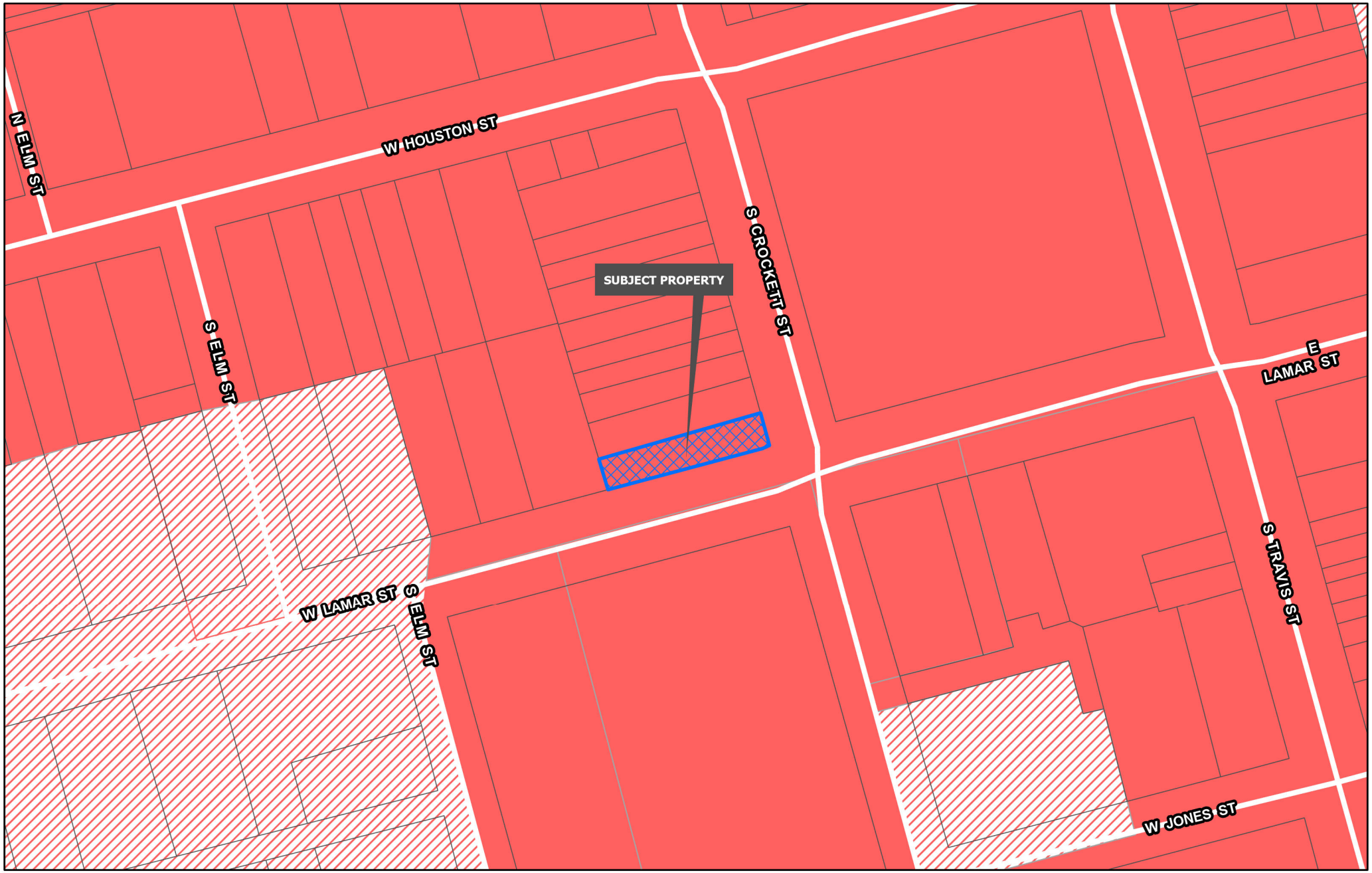
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
124 S CROCKETT ST UNIT B

N
W E
S

Date: 11/4/2025 3:51 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
124 S CROCKETT ST UNIT B

N
W E
S

Date: 11/4/2025 3:51 PM



DOWNTOWN

Intent & Character

The Downtown category is intended to promote the redevelopment of Downtown Sherman. This area has many aspects to consider like mix of uses, historic and cultural elements, aging buildings and infrastructure, and the pedestrian experience. This area should be guided by a Downtown Master Plan that provides uniquely tailored action steps for the area.

Appropriate Land Use Types

- Residential (upper-story, multi-family)
- Retail and Restaurants
- Entertainment
- Office (preferably on the second floor and above)

Compatible Zoning Districts

- Multi-Family Residential (MF-15 and MF-30)
- Office
- Retail Business
- Neighborhood Commercial

Considerations

- Land uses in downtown should be balanced to promote activity during business and evening hours.
- Residential should be encouraged to support non-residential uses.
- Public facility uses should not be expanded and should be relocated if located in a part of downtown that would be better served by a more dynamic use.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
124 S CROCKETT ST UNIT B

Date: 11/4/2025 3:51 PM


BEATY LEGAL PLLC
903/287-5121
www.beatylegal.com
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 000194-2025
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229
d2built.com


CAIN
DO NOT ENTER
NO TURN ON RED
Lamar St
Sherman
100 W
Urban Sherman
FOR LEASE
940-289-0222
BANSHERMAN.COM
LA PIAZZA
ITALIAN RESTAURANT
d2built.com
ASH & BARREL
LAW OFFICE
LARRY CAIN

Upscale Gaming (Card) room used to host legal card games. Total of 11-13 tables seating 9 players and a dealer each (illustration attached), with a check-in area and private VIP game room.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.4.

Meeting Date: 12/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6908

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In The Blalock Industrial Park PD (Planned Development/Blalock Commercial Overlay District), Located In The 301 Block West FM 1417 (Heritage Parkway), Consisting Of 1.0 Acres, Being Part Of Lot 1, Block 1, Sherman Junction Addition, Being Part Of Preston Kitchen Survey, Abstract No. 667, And The Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas; Sherman Junction Ltd (Owner); Tyler Hendon (Applicant); And David A Minton, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 1.0 acre of land located at 301 Block West FM 1417 (Heritage Parkway) to allow an Automobile Repair, Body Work, or Painting in the Blalock Industrial Park PD (Planned Development) District/ Blalock Commercial Overlay District.

Background:

The property is located in the 301 Block West FM 1417 (Heritage Parkway). The applicant would like a Specific Use Permit and Site Plan approval for Automobile Repair, Body Work, or Painting in the Blalock Industrial Park PD (Planned Development) District/Blalock Commercial Overlay District.

The applicant is requesting the SUP to develop a high-end Brakes Plus auto service center.

The following has been approved for this location:

- 1/17/2024 - Preliminary Plat of Sherman Junction, Lots 1-4, Block 1. (CONDITIONALLY APPROVED)
- 5/16/2025 - Preliminary Plat of Sherman Junction, Lots 1-4, Block 1. (CONDITIONALLY APPROVED)
- 7/22/2025 - Final Plat/Replat of Sherman Junction, Lots 1-4, Block 1. APPROVED

Capital Improvement Program:

N/A

Origination:

Sherman Junction LTD (Owner), Tyler Hendon (Applicant) and ATLA/INSPS Land Title Survey (Surveyor

Financial Consideration:

None.

Staff Recommendation:
At the November 18, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6908
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Notification Sign
10. Narrative

ORDINANCE NO. 6908

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN THE BLALOCK INDUSTRIAL PARK PD (PLANNED DEVELOPMENT)/BLALOCK COMMECIAL OVERLAY DISTRICT LOCATED IN THE 301 BLOCK WEST FM 1417 (HERITAGE PARWAY), CONSISTING OF 1.0 ACRES, BEING PART OF LOT 1, BLOCK 1, SHERMAN JUNCTION ADDITION, BEING PART OF PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, AND THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; SHERMAN JUNCTION LTD (OWNER); TYLER HENDON (APPLICANT); AND DAVID A MINTON, (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 301 Block West FM 1417 (Heritage Parkway) City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow an Automobile Repair, Body Work, or Painitng, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter as described on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal *(Article 3.04)*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

<u>Engineering:</u>

12. Proposed 60' Mutual Access Easement as shown on site plan has been dedicated by plat in Instrument No. 2025-150 PRGCT.
13. Proposed 25' Mutual Access and Drainage Easement as shown on site plan has been dedicated by plat in Instrument No. 2025-150 PRGCT.
14. Proposed 20' Utility, Landscape, & Sidewalk Easement as shown on site plan has been dedicated by plat in Instrument No. 2025-150 PRGCT.
15. Replatting of the property is required. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
16. All of Lot 1, Block 1, Sherman Junction to be replatted. Plat must include property surrounding proposed Lot. *Texas Local Government Code, Title 7, Subtitle B, Chapter 232, Subchapter A, Sec. 232.023*
17. Water main shall be in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
18. Wastewater main shall be extended along entire street frontage in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
19. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

Additional Comments: as applicable

20. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
21. The property shall be developed and used in accordance with all City Ordinances and the Landscape Plan shown in **Exhibit C.**
22. The property shall be developed and used in accordance with all City Ordinances and the Building Elevations shown in **Exhibit D.**
23. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than **Brakes Plus** is the owner or lessee of the property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each

section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of December 2025.

ADOPTED on this the 15th day of December 2025.

EFFECTIVE DATE on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

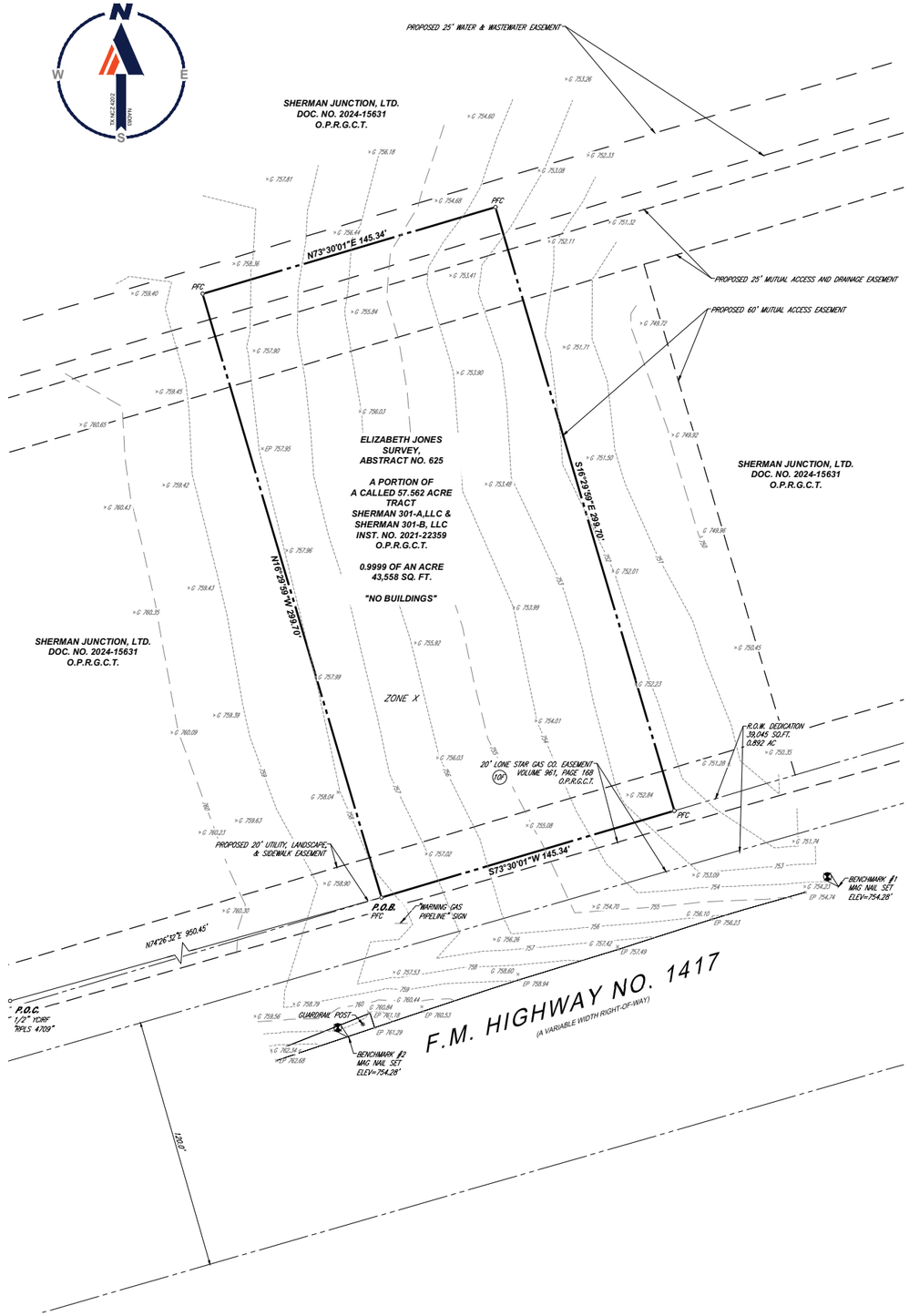
ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



TITLE DESCRIPTION:

BEING AN UNDEFINED PORTION OF THAT CERTAIN TRACT OF LAND SITUATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING PART OF THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, AND THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, AND BEING A PORTION OF TRACT ONE AND ALL OF TRACT THREE IN SPECIAL WARRANTY DEED TO SHERMAN 301-A, LLC AND SHERMAN 301-B, LLC, AS RECORDED IN DOCUMENT NUMBER 2021-22359, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED RPLS 4709 FOR THE SOUTHWEST CORNER OF SAID SHERMAN 301 TRACT ONE, SAME BEING THE SOUTHEAST CORNER OF A 25 FOOT RIGHT-OF-WAY DEDICATION AS RECORDED IN DOCUMENT NUMBER 2022-266, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, SAME BEING IN THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 1417 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 09 DEG. 52 MIN. 05 SEC. WEST, ALONG THE COMMON LINE OF SAID SHERMAN 301 TRACT ONE, AND SAID RIGHT-OF-WAY DEDICATION, PASSING THE NORTHEAST CORNER OF SAID RIGHT-OF-WAY DEDICATION, SAME BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, 903 BREWER'S ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2022-266, SAID OFFICIAL PUBLIC RECORDS, AND CONTINUING ALONG THE COMMON LINE OF SAID SHERMAN 301 AND SAID LOT 1, 903 BREWER'S ADDITION, PASSING THE NORTHEAST CORNER OF SAID LOT 1, 903 BREWER'S ADDITION, SAME BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, FINAL PLAT OF NORTHGATE BUSINESS PARK, PHASE ONE, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16, PAGE 166, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND CONTINUING ALONG THE COMMON LINE OF SAID SHERMAN 301 AND SAID LOT 3, PASSING THE NORTHEAST CORNER OF SAID LOT 3, SAME BEING THE SOUTHEAST CORNER OF BLOCK 1, PROGRESS PARK ONE, NORTHGATE DRIVE PHASE FOUR, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2019-62, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, AND CONTINUING ALONG THE COMMON LINE OF SAID SHERMAN 301 TRACT ONE, AND SAID BLOCK 1, PROGRESS PARK ONE, A TOTAL DISTANCE OF 3646.40 FEET TO A 1/2 INCH IRON ROD WITH RED PLASTIC CAP STAMPED "PEISER & MANKIN SURV" SET (HEREINAFTER REFERRED TO AS 1/2 INCH IRON ROD SET) FOR THE NORTHWEST CORNER OF SAID SHERMAN 2301 TRACT ONE, SAME BEING THE NORTHEAST CORNER OF SAID BLOCK 1, PROGRESS PARK ONE, SAME BEING IN THE SOUTH RIGHT-OF-WAY LINE OF WEST TRAVIS STREET (AN 86 FOOT RIGHT-OF-WAY, PER INSTRUMENT NUMBERS 2019-11941, 2019-11935 AND VOLUME 24, PAGE 65);

THENCE ALONG THE COMMON LINE OF SAID SHERMAN 301 TRACT ONE AND SAID WEST TRAVIS STREET AS FOLLOWS:

NORTH 73 DEG. 39 MIN. 16 SEC. EAST, A DISTANCE OF 102.15 FEET TO A 1/2 INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET, A DELTA ANGLE OF 66 DEG. 54 MIN. 09 SEC., AND A CHORD BEARING AND DISTANCE OF SOUTH 72 DEG. 53 MIN. 37 SEC. EAST, 514.85 FEET;

IN A SOUTHEASTERLY DIRECTION, AND ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 545.30 FEET TO THE END OF SAID CURVE;

SOUTH 39 DEG. 26 MIN. 36 SEC. EAST, A DISTANCE OF 610.36 FEET TO A 1/2 INCH IRON ROD SET FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE THROUGH THE INTERIOR OF SAID SHERMAN 301 TRACT ONE AS FOLLOWS:

SOUTH 44 DEG. 00 MIN. 00 SEC. WEST, A DISTANCE OF 127.64 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

NORTH 46 DEG. 00 MIN. 00 SEC. WEST, A DISTANCE OF 167.67 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

SOUTH 44 DEG. 00 MIN. 00 SEC. WEST, A DISTANCE OF 157.60 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

SOUTH 46 DEG. 00 MIN. 00 SEC. EAST, A DISTANCE OF 101.62 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

SOUTH 44 DEG. 00 MIN. 00 SEC. WEST, A DISTANCE OF 607.28 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

SOUTH 35 DEG. 58 MIN. 04 SEC. EAST, A DISTANCE OF 1136.29 FEET TO A MAG NAIL SET FOR THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET AND A DELTA ANGLE OF 10 DEG. 00 MIN. 29 SEC.;

ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 61.14 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 40 DEG. 58 MIN. 18 SEC. EAST, 61.06 FEET TO A 1/2 INCH IRON ROD SET FOR ANGLE POINT;

SOUTH 45 DEG. 58 MIN. 33 SEC. EAST, A DISTANCE OF 590.74 FEET TO A 1/2 INCH IRON ROD SET FOR INTERNAL CORNER;

NORTH 44 DEG. 01 MIN. 27 SEC. EAST, A DISTANCE OF 553.63 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, SAME BEING IN AN EAST LINE OF SAID SHERMAN 301 TRACT ONE, SAME BEING IN A WEST LINE OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND CONVEYED TO SHERMAN CROSSROADS, LTD., BY DEED RECORDED IN VOLUME 5054, PAGE 926, DEED RECORDS, GRAYSON COUNTY, TEXAS;

THENCE ALONG THE COMMON LINE OF SAID SHERMAN 301 TRACT ONE AND SAID REMAINDER OF SHERMAN CROSSROADS TRACT AS FOLLOWS:

SOUTH 45 DEG. 57 MIN. 47 SEC. EAST, A DISTANCE OF 27.40 FEET TO A 1/2 INCH IRON ROD WITH YELLOW ILLEGIBLE PLASTIC CAP FOUND FOR THE MOST EAST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 10 DEG. 34 MIN. 31 SEC. WEST, A DISTANCE OF 525.61 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SARTIN RPLS 3694" FOR AN ANGLE POINT;

SOUTH 19 DEG. 00 MIN. 57 SEC. EAST, A DISTANCE OF 541.99 FEET TO A 1/2 INCH IRON ROD FOUND WITH ILLEGIBLE YELLOW PLASTIC CAP FOR THE SOUTHEAST CORNER OF SAID SHERMAN 301 TRACT ONE, SAME BEING THE SOUTHWEST CORNER OF THE REMAINDER OF SAID CROSSROADS TRACT, SAME BEING IN THE NORTH RIGHT-OF-WAY LINE OF AFORESAID F.M. HIGHWAY NO. 1417;

THENCE ALONG THE COMMON LINE OF SAID SHERMAN 301 TRACT ONE, AND THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY NO. 1417 AS FOLLOWS:

SOUTH 72 DEG. 46 MIN. 31 SEC. WEST, A DISTANCE OF 39.70 FEET TO A NAIL FOUND IN ASPHALT FOR AN ANGLE POINT;

SOUTH 73 DEG. 55 MIN. 55 SEC. WEST, A DISTANCE OF 1315.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 58.561 ACRES OF COMPUTED LAND.

SAVE & EXCEPT THAT CERTAIN 0.999 ACRE TRACT OF LAND SITUATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING PART OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, AND BEING PART OF A CALLED 314.444 ACRE TRACT OF LAND TO JOHNSON & JOHNSON BY DEED DATED NOVEMBER 29, 1960, RECORDED IN VOLUME 924, PAGE 40, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING THE CITY OF SHERMAN WATER TREATMENT FACILITY 0.999 ACRE IS REFERRED TO AS A 1.01 ACRE TRACT OWNED BY THE CITY OF SHERMAN AND KNOWN AS J & J STATION IN THE TEXAS POWER AND LIGHT EASEMENT RECORDED IN VOLUME 961, PAGE 212, SAID 0.999 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED RPLS 4709 FOR THE SOUTHWEST CORNER OF TRACT ONE IN SPECIAL WARRANTY DEED TO SHERMAN 301-A, LLC AND SHERMAN 301-B, LLC, AS RECORDED IN DOCUMENT NUMBER 2021-22359, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF A 25 FOOT RIGHT-OF-WAY DEDICATION AS RECORDED IN DOCUMENT NUMBER 2022-266, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, SAME BEING IN THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 1417 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 09 DEG. 52 MIN. 05 SEC. WEST, ALONG THE COMMON LINE OF SAID SHERMAN 301 TRACT ONE, AND SAID RIGHT-OF-WAY DEDICATION, PASSING THE NORTHEAST CORNER OF SAID RIGHT-OF-WAY DEDICATION, SAME BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, 903 BREWER'S ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2022-266, SAID OFFICIAL PUBLIC RECORDS, AND CONTINUING ALONG THE COMMON LINE OF SAID SHERMAN 301 AND SAID LOT 1, 903 BREWER'S ADDITION, SAME BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, FINAL PLAT OF NORTHGATE BUSINESS PARK, PHASE ONE, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16, PAGE 166, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND CONTINUING ALONG THE COMMON LINE OF SAID SHERMAN 301 AND SAID LOT 3, PASSING THE NORTHEAST CORNER OF SAID LOT 3, SAME BEING THE SOUTHEAST CORNER OF BLOCK 1, PROGRESS PARK ONE, NORTHGATE DRIVE PHASE FOUR, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2019-62, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, AND CONTINUING ALONG THE COMMON LINE OF SAID SHERMAN 301 TRACT ONE, AND SAID BLOCK 1, PROGRESS PARK ONE, A TOTAL DISTANCE OF 1728.76 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

THENCE NORTH 80 DEG. 07 MIN. 55 SEC. EAST, THROUGH THE INTERIOR OF SAID SHERMAN 301 TRACT ONE, A DISTANCE OF 109.96 FEET TO A CHAIN LINK FENCE CORNER FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE POINT OF BEGINNING;

THENCE NORTH 10 DEG. 05 MIN. 09 SEC. WEST, ALONG A CHAIN LINK FENCE, A DISTANCE OF 277.72 FEET TO A CHAIN LINK FENCE CORNER FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54 DEG. 19 MIN. 05 SEC. EAST, ALONG A CHAIN LINK FENCE, A DISTANCE OF 135.82 FEET TO A CHAIN LINK FENCE CORNER FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 35 DEG. 57 MIN. 56 SEC. EAST, ALONG A CHAIN LINK FENCE, A DISTANCE OF 206.29 FEET TO A CHAIN LINK FENCE CORNER FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 44 DEG. 33 MIN. 29 SEC. WEST, ALONG A CHAIN LINK FENCE, A DISTANCE OF 260.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,521 SQUARE FEET OR 0.999 ACRE OF COMPUTED LAND;

LEAVING A NET AREA OF 57.562 ACRES OF COMPUTED LAND, MORE OR LESS.

FIELD NOTE DESCRIPTION:

BEING A 0.9999 OF AN ACRE PARCEL OF LAND SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, GRAYSON COUNTY, CITY OF SHERMAN, BEING A PORTION OF LAND CONVEYED TO SHERMAN JUNCTION, LTD. IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2024-15631, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS (O.P.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 1/2-INCH YELLOW-CAPPED IRON ROD, STAMPED "RPLS 4709", BEING THE SOUTHERNMOST SOUTHWEST CORNER OF LOT 1 OF 903 BREWER'S ADDITION, BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1 OF NORTHGATE BUSINESS PARK, PHASE ONE ADDITION, RECORDED IN DOCUMENT NO. 2022-200, PLAT RECORDS, GRAYSON COUNTY, TEXAS, SAME BEING IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET 1417 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 74 DEGREES 26 MINUTES 32 SECONDS EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET ROAD 1417, A DISTANCE OF 950.45 FEET TO A POINT FOR CORNER, HEREINAFTER BEING REFERRED TO AS THE POINT OF BEGINNING;

THENCE OVER AND ACROSS SAID SHERMAN JUNCTION PARCEL THE FOLLOWING COURSES AND DISTANCES:

NORTH 16 DEGREES 29 MINUTES 59 SECONDS WEST, A DISTANCE OF 299.70 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 30 MINUTES 01 SECONDS EAST, A DISTANCE OF 145.34 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 299.70 FEET TO A POINT FOR CORNER;

THENCE SOUTH 73 DEGREES 30 MINUTES 01 SECONDS WEST, A DISTANCE OF 145.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,558 SQUARE FEET OR 0.9999 OF AN ACRE OF LAND. THE DESCRIPTION CONTAINED HEREIN IS PART OF A PLAT TO BE RECORDED AT A LATER DATE AND WILL ACQUIESCE TO THE PLAT ONCE RECORDED. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

GENERAL NOTES:

1. THE BASIS OF BEARING IS DERIVED FROM THE TEXAS ALLTERRA RTKNET COOPERATIVE NETWORK - TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83. ELEVATIONS, IF SHOWN, ARE DERIVED FROM NORTH AMERICAN VERTICAL DATUM (NAVD) 88 USING GEOID **18**.
2. ACCORDING TO MAP NO. 48181C0405G, REVISED DATE OF SEPTEMBER 01, 2022 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY IS WITHIN: FLOOD ZONE "X" (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE). THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
3. THE ZONING OF THE SUBJECT TRACT IS PLANNED DEVELOPMENT. THE SUBJECT TRACT IS LOCATED WITHIN THE CITY LIMITS OF SHERMAN, TX. THIS SURVEY HAS BEEN PREPARED WITHOUT A ZONING REPORT OR LETTER BEING PROVIDED TO THE SURVEYOR. NO LIST OF CURRENT ZONING CLASSIFICATIONS, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS OR PARKING REQUIREMENTS HAVE BEEN IDENTIFIED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
4. THE UNDERGROUND UTILITIES DEPICTED ON THIS SURVEY HAVE BEEN LOCATED BASED ON OBSERVED LOCATION AND AS DETERMINED BY ITEM (A) MARKINGS COORDINATED BY THE SURVEYOR PURSUANT TO A PRIVATE UTILITY LOCATE PERFORMED BY TEXAS 811, ON 07/21/2025, WORK ORDER NUMBER 2570279728.

   "NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. "
5. PROPERTY HAS DIRECT ACCESS TO W HERITAGE PKWY (F.M. HIGHWAY NO. 1417) ALONG THE SOUTHERN BOUNDARY.
6. THE SUBJECT PROPERTY HAS NO VISIBLE SIGNS OF RECENT EARTH WORK, BUILDINGS, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
7. THERE WERE NO CHANGES TO THE STREET RIGHT-OF-WAY, EVIDENCE OF SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
8. THIS SURVEY HAS BEEN PREPARED FOR THE SOLE PURPOSE OF THE TRANSACTION DESCRIBED IN THE REFERENCED TITLE COMMITMENT AND THE PARTIES LISTED THEREON. THIS SURVEY IS NOT TO BE USED FOR ANY SUBSEQUENT TRANSACTIONS.
9. THERE WAS NO OBSERVED EVIDENCE OF A CEMETERY OR BURIAL GROUND AT THE TIME THIS SURVEY WAS PERFORMED IN THE FIELD.
10. THIS SURVEY FORMS A MATHEMATICALLY CLOSED FIGURE AND THE PROPERTY IS CONTIGUOUS WITH ADJACENT PROPERTIES AND RIGHTS OF WAY WITHOUT ANY GAPS, GORES OR OVERLAPS.

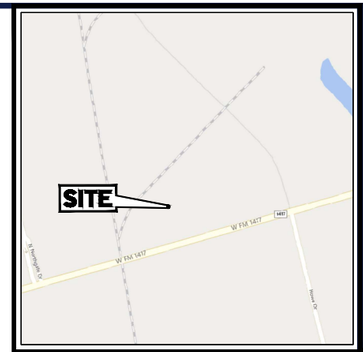
PROJECT BENCHMARKS

BM#1
MAG NAIL SET IN ASPHALT APPROXIMATELY 208± FEET EAST OF A "WARNING: GAS PIPELINE" SIGN IN FRONT OF LOT.

ELEVATION = 754.28 FEET

BM#2
MAG NAIL SET IN ASPHALT APPROXIMATELY 60± FEET SOUTHWEST OF A "WARNING: GAS PIPELINE" SIGN IN FRONT OF LOT.

ELEVATION = 761.58 FEET



SITE LOCATION MAP

SCALE: N.T.S.

SOURCE: WHERE IS THIS MAP FROM?

TITLE EXCEPTIONS:

THIS SURVEY IS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 4004125007S9 WITH AN EFFECTIVE DATE OF JULY 13, 2025. CLIENT UNDERSTANDS AND AGREES THAT THE FIRM SHALL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS IN OR RESULTING FROM THE USE OF THE TITLE DOCUMENTS OR FROM ANY DEFICIENCIES OR ANY INACCURACIES CONTAINED IN SAID TITLE DOCUMENTS. OUR OFFICE HAS REVIEWED THE FOLLOWING SURVEY RELATED EXCEPTIONS IN SCHEDULE B, SECTION II0:

10(D) GRANTED TO: ENTERPRISE TEXAS PIPELINE LLC
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: AUGUST 28, 2008
RECORDING NO: VOLUME 4518, PAGE 741, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
DOES NOT AFFECT SUBJECT PROPERTY.

10(E) THE LAND HAS FRONTAGE OR ABUTS F.M. HIGHWAY NO. 1417 , WHICH IS CONTROLLED ACCESS HIGHWAY. THIS POLICY DOES NOT INSURE AGAINST THE EXERCISE OF POWER BY COMPETENT GOVERNMENTAL AUTHORITY TO LIMIT, CONTROL OR DENY ACCESS, INGRESS OR EGRESS TO THE LAND FROM SAID HIGHWAY OR SERVICE ROAD WHICH THE LAND ABUTS, NOR DOES IT INSURE THAT THE INSURED HAS OR SHALL CONTINUE TO HAVE ACCESS, INGRESS OR EGRESS FROM SUCH PROPERTY TO AND FROM SAID HIGHWAY AND SERVICE ROAD.
AFFECTS THE SUBJECT PROPERTY.

10(F) EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: LONE STAR GAS COMPANY
PURPOSED: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: AUGUST 16, 1962
RECORDING NO.: VOLUME 961, PAGE 168, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY.

10(G) EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: ST. LOUIS, SAN FRANCISCO AND TEXAS RAILWAY COMPANY
PURPOSED: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: DECEMBER 5, 1961
RECORDING NO.: VOLUME 945, PAGE 495, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
DOES NOT AFFECT SUBJECT PROPERTY.

10(H) EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: TEXAS POWER & LIGHT COMPANY
PURPOSED: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: AUGUST 17, 1962
RECORDING NO.: VOLUME 961, PAGE 212, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
DOES NOT AFFECT SUBJECT PROPERTY.

10(I) EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: ST. LOUIS, SAN FRANCISCO AND TEXAS RAILWAY COMPANY
PURPOSED: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JULY 7, 1969
RECORDING NO.: VOLUME 1138, PAGE 41, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
DOES NOT AFFECT SUBJECT PROPERTY.

10(J) EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: TEXAS POWER & LIGHT COMPANY
PURPOSED: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: OCTOBER 14, 1961
RECORDING NO.: VOLUME 942, PAGE 473, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
DOES NOT AFFECT SUBJECT PROPERTY.

10(K) AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT
ENTITLED: SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT
LESSOR: SHERMAN JUNCTION, LTD., A TEXAS LIMITED PARTNERSHIP
LESSEE: LACORE NUTRACEUTICALS, INC., A TEXAS CORPORATION
RECORDING DATE: JUNE 3, 2024
RECORDING NO: C# 202400014535 AND C# 202400014550, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
BLANKET IN NATURE AND AFFECTS SUBJECT PROPERTY.

10(L) SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:
LENDER: FIRST UNITED BANK AND TRUST COMPANY
TENANT: LACORE NUTRACEUTICALS, INC., A TEXAS CORPORATION
LANDLORD: SHERMAN JUNCTION, LTD., A TEXAS LIMITED PARTNERSHIP
RECORDING DATE: JUNE 3, 2024
RECORDING NO: C# 202400014535 AND C# 202400014550, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
BLANKET IN NATURE AND AFFECTS SUBJECT PROPERTY

TO BRAKES PLUS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FIDELITY NATIONAL TITLE INSURANCE COMPANY, ALAMO TITLE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(C), 8, 9, 10(A), 11(B), 13, 14 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 07-30-2025.

Preliminary
08/27/2025 9:15:29 AM

DAVID A. MINTON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6233
08/26/2025
THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

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THE INFORMATION, DESIGN AND CONCEPTS CONTAINED IN THIS DRAWING ARE THE PROPERTY OF BOHLER AND ARE NOT TO BE USED IN WHOLE OR PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION FROM BOHLER. ONLY PRINTS FROM BOHLER BEARING ORIGINAL SIGNATURE AND SEAL SHALL BE CONSIDERED AUTHORIZED FOR CONSTRUCTION PURPOSES.

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

PROJECT No.: TXA250146.00
DRAWN BY: IJD
CHECKED BY: SRB
DATE: 08/26/2025
CAD I.D.: S-ALTA-SURV
FIELD DATE: 07/30/2025
CREW CHIEF: BA
APPROVED: SRB

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PROJECT:
ALTA/NSPS LAND TITLE SURVEY
FOR
brakes plus
NWC W HERITAGE PKWY & HOWE DRIVE SHERMAN, TX 75092

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Phone: (469) 458-7300
TX@BohlerEng.com
TBPELS #10194942

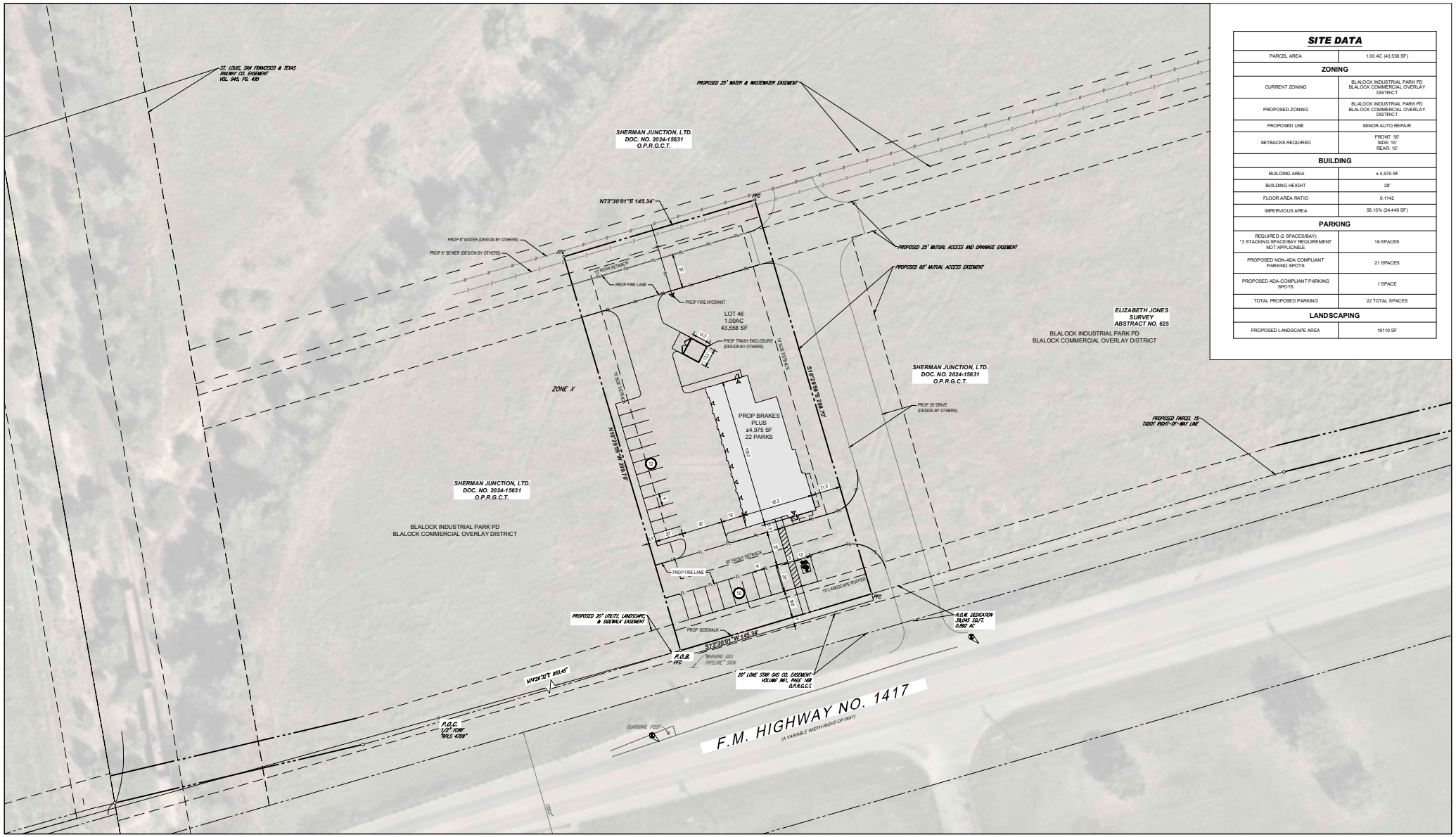
20 10 5 0 20
SCALE: 1" = 20'

SHEET NUMBER: 1 OF 1

ORG. DATE - 08/26/2025

H:\2025\TXA250146.00\SURVEY\CAD\DRAWINGS\ALTA-SURV\TXA250146.00-----ALTXOT - 24X36

EXHIBIT B



SITE DATA	
PARCEL AREA	1.00 AC (43,558 SF)
ZONING	
CURRENT ZONING	BLALOCK INDUSTRIAL PARK PD BLALOCK COMMERCIAL OVERLAY DISTRICT
PROPOSED ZONING	BLALOCK INDUSTRIAL PARK PD BLALOCK COMMERCIAL OVERLAY DISTRICT
PROPOSED USE	MINOR AUTO REPAIR
SETBACKS REQUIRED	FRONT: 50' SIDE: 15' REAR: 15'
BUILDING	
BUILDING AREA	± 4,975 SF
BUILDING HEIGHT	28'
FLOOR AREA RATIO	0.1142
IMPERVIOUS AREA	56.13% (24,449 SF)
PARKING	
REQUIRED (2 SPACES/BAY) *3 STACKING SPACE/BAY REQUIREMENT NOT APPLICABLE	16 SPACES
PROPOSED NON-ADA COMPLIANT PARKING SPOTS	21 SPACES
PROPOSED ADA-COMPLIANT PARKING SPOTS	1 SPACE
TOTAL PROPOSED PARKING	22 TOTAL SPACES
LANDSCAPING	
PROPOSED LANDSCAPE AREA	19110 SF

BOHLER //

2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE NO. 18065 | TBPLS NO. 10194413

PROPOSED BRAKES PLUS

brakes plus

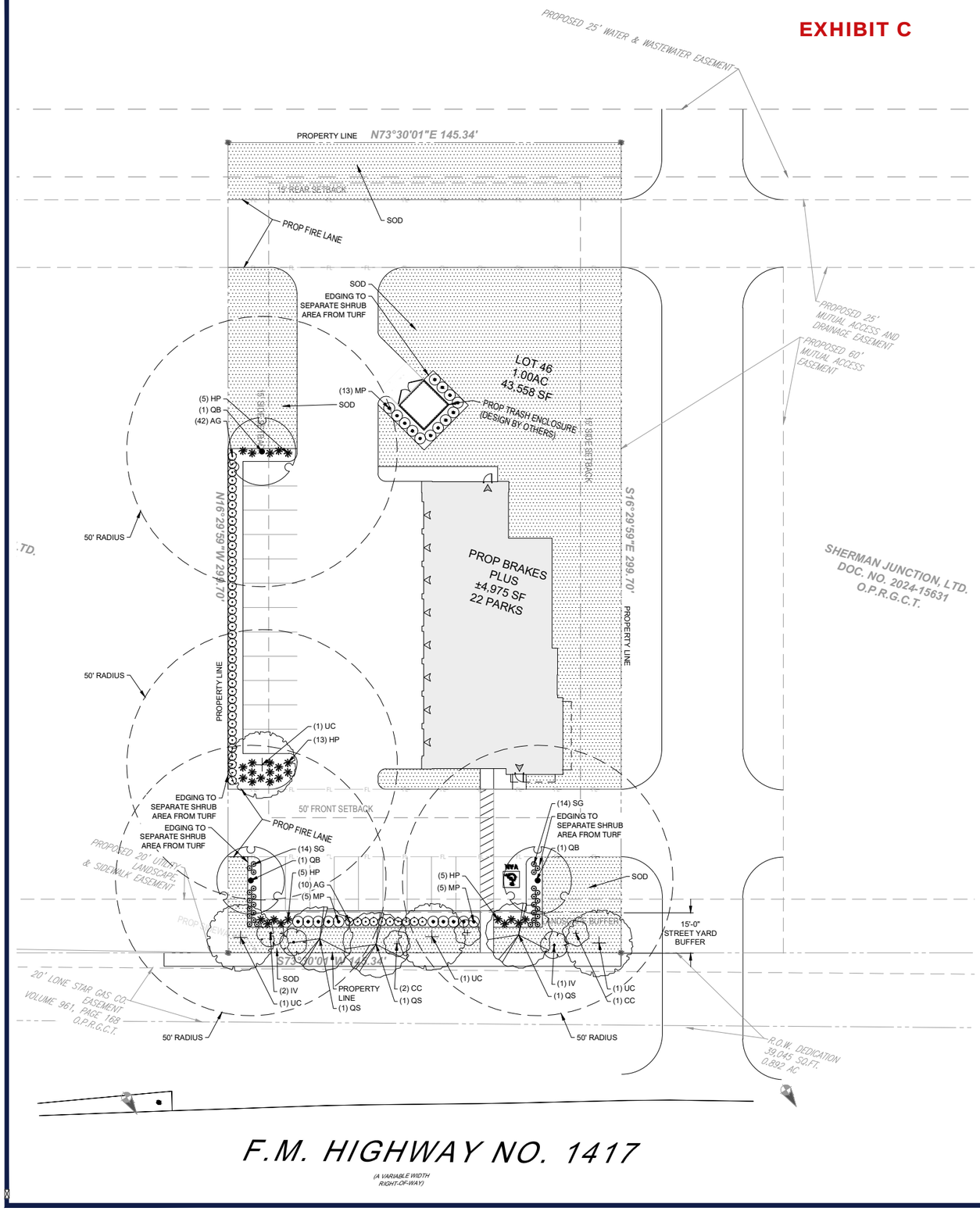
FM1417 HWY (HERITAGE PARKWAY, SHERMAN, TX | CONCEPT A

09/02/2025 | JJ/GEK | TXA250146.00 | CONCEPT A

30 15 7.5 0 30
1"= 30'

N W E S

EXHIBIT C



LANDSCAPE SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
SHADE TREES						
	QS	3	Quercus shumardii Shumard Red Oak	3" Cal.	Cont. or B&B	7` Min.
	UC	4	Ulmus crassifolia Cedar Elm	3" Cal.	Cont. or B&B	7` Min.
	QB	3	Quercus buckleyi Red Oak	3" Cal.	Cont. or B&B	7` Min.

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
ORNAMENTAL TREES						
	CC	3	Cercis canadensis Texas Redbud	1.5" Cal.	Cont. or B&B	7` Min.
	IV	3	Ilex vomitoria Yaupon Holly	1.5" Cal.	Cont. or B&B	7` Min.

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
SHRUBS						
	AG	51	Abelia x grandiflora `Ed Goucher` Ed Goucher Abelia	5 gal	Per Plan	24" MIN
	SG	28	Salvia greggii Autumn Sage	1 gal	See Plans	24" MIN
	MP	23	Myrica pusilla Dwarf Southern Wax Myrtle	5 gal	36" OC	30" Min
	HP	28	Hesperaloe parviflora Red Yucca	3 gal.	Per Plan	12" Min. Ht.

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
SOD/SEED						
	SOD	16,630 sf	Cynodon dactylon `Tif Tuf` Tif Tuf Bermuda Grass	Sod		

LANDSCAPE CALCULATIONS

LANDSCAPE AREA

Zone:	PD: Blalock Industrial Park
Adjacent Zone:	PD: Blalock Industrial Park

STREET BUFFER:

FM 1417 Frontage:	146 lf
Buffer Required:	2,190 sf (15' Wide x 146 lf)
Shade Trees Required:	6 Trees (2 Shade trees per 1000 sf of buffer area)
Shade Trees Provided:	6 Trees
Ornamental Trees Required:	6 Trees (2 Ornamental trees per 1000 sf of buffer area)
Ornamental Trees Provided:	6 Trees
No More Than 25% of a Single Plant Species:	Provided

PARKING LOT LANDSCAPE:

Total Parking Area:	19,485 sf
Parking Landscape Required:	1,949 sf (10% Total parking area)
Parking Landscape Provided:	2,147 sf (11%)
Parking Spaces:	22 Spaces
Island Trees Required:	4 Trees (1 Tree per Island)
Island Trees Provided:	4 Trees
Every Parking Space Within 50' of a Parking Lot Tree:	Provided
2' Non-Vegetated Strip From Back of Curb to Plant:	Provided

COMPATIBILITY BUFFER: Not required - No adjacent incompatible land uses

NORTH

0' 10' 20' 40'

Scale 1" = 20'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION

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LAND PLANNING · IRRIGATION DESIGN

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SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811 Know what's below. Call before you dig.
TEXAS
YOU MUST CALL 811 BEFORE ANY EXCAVATION WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
1-800-344-8377
www.texas811.org

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THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:
DRAWN BY:
CHECKED BY:
DATE: 2025-09-05
CAD I.D.:

SUP SITE PLAN

FOR

brakes plus

PROPOSED
MINOR AUTO REPAIR

NWC FM 1417 AND HOWE DRIVE
SHERMAN, TX 76092

BOHLER
2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE NO. 18065

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS
09/08/2025

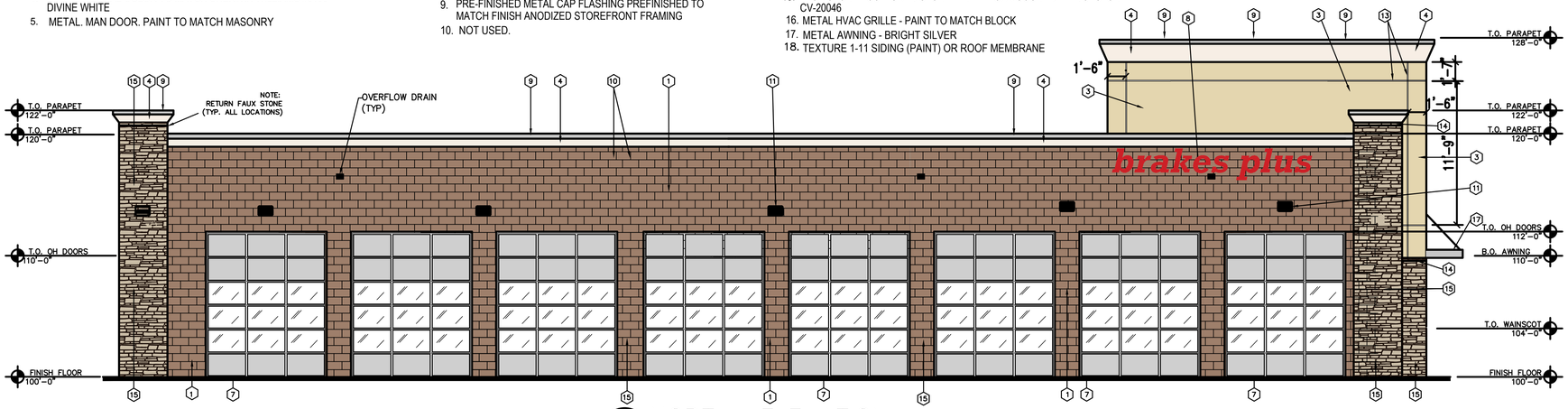
SHEET TITLE:
SUP PLANTING PLAN

SHEET NUMBER:
LP-1

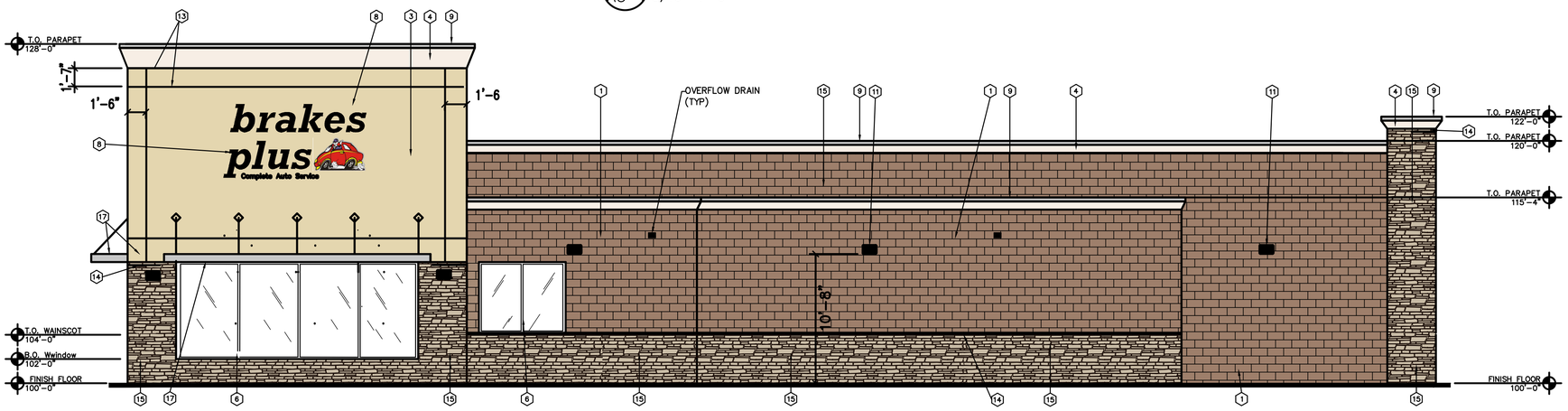
KEYNOTES

1. SMOOTH FACE CONCRETE BLOCK BY BEST BLOCK COLOR: 739 MEDIUM BROWN
2. NOT USED.
3. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #2834 BIRDSEYE MAPLE
4. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #6105 DIVINE WHITE
5. METAL. MAN DOOR. PAINT TO MATCH MASONRY
6. ALUMINUM/GLASS STOREFRONT CLEAR ANODIZED ALUMINUM
7. ALUMINUM SECTIONAL OVERHEAD DOORS CLEAR ANODIZED ALUMINUM
8. ILLUMINATED SIGNAGE (UNDER SEPARATE PERMIT)
9. PRE-FINISHED METAL CAP FLASHING PREFINISHED TO MATCH FINISH ANODIZED STOREFRONT FRAMING
10. NOT USED.
11. DECORATIVE LIGHT FIXTURE.
12. KEY DROP BOX
13. 1 1/2" X 3/4" REVEAL
14. WATER SILL - FAUX STONE - CULTURED STONE - WHITE OAK COUNTRY LEDGESTONE CV-20046
15. FAUX STONE - CULTURED STONE - WHITE OAK COUNTRY LEDGESTONE CV-20046
16. METAL HVAC GRILLE - PAINT TO MATCH BLOCK
17. METAL AWNING - BRIGHT SILVER
18. TEXTURE 1-11 SIDING (PAINT) OR ROOF MEMBRANE

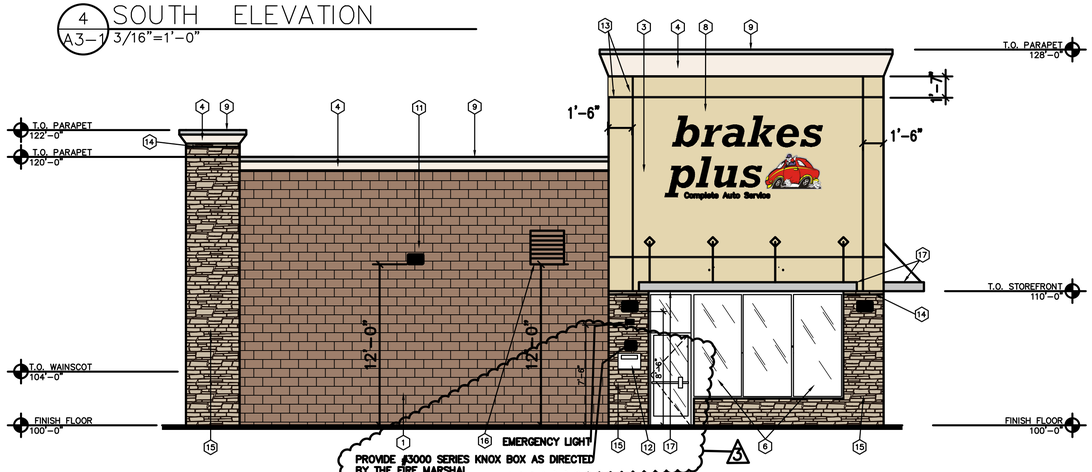
EXHIBIT D



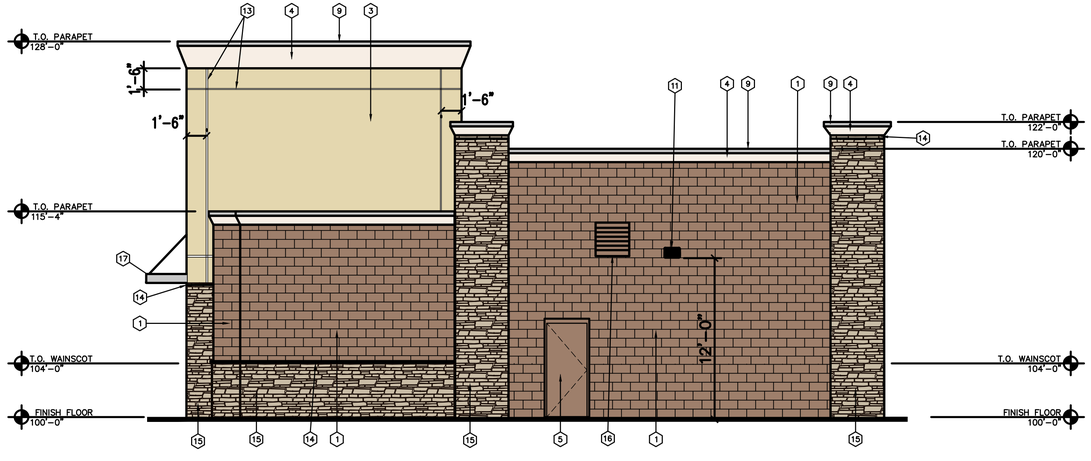
1 NORTH ELEVATION
A3-1 3/16"=1'-0"



4 SOUTH ELEVATION
A3-1 3/16"=1'-0"



2 WEST ELEVATION
A3-1 3/16"=1'-0"



3 EAST ELEVATION
A3-1 3/16"=1'-0"

BRAKES PLUS

REGISTERED ARCHITECT NICHOLAS L. HOLT STATE OF TEXAS
1.28.25

ARCHITECT OF RECORD

REVISION	DATE	COMMENTS

ARCODEV JOB #: –
CLIENTJOB #: –
DRAWN BY: NLH
CHECKED BY: NLH
DATE OF ISSUE: 01.23.25

ARCODEV
45 SPYGLASS DRIVE
LITTLETON, CO 80123
VOICE: 303.881-8925

SHEET

A3-1

EXTERIOR ELEVATIONS



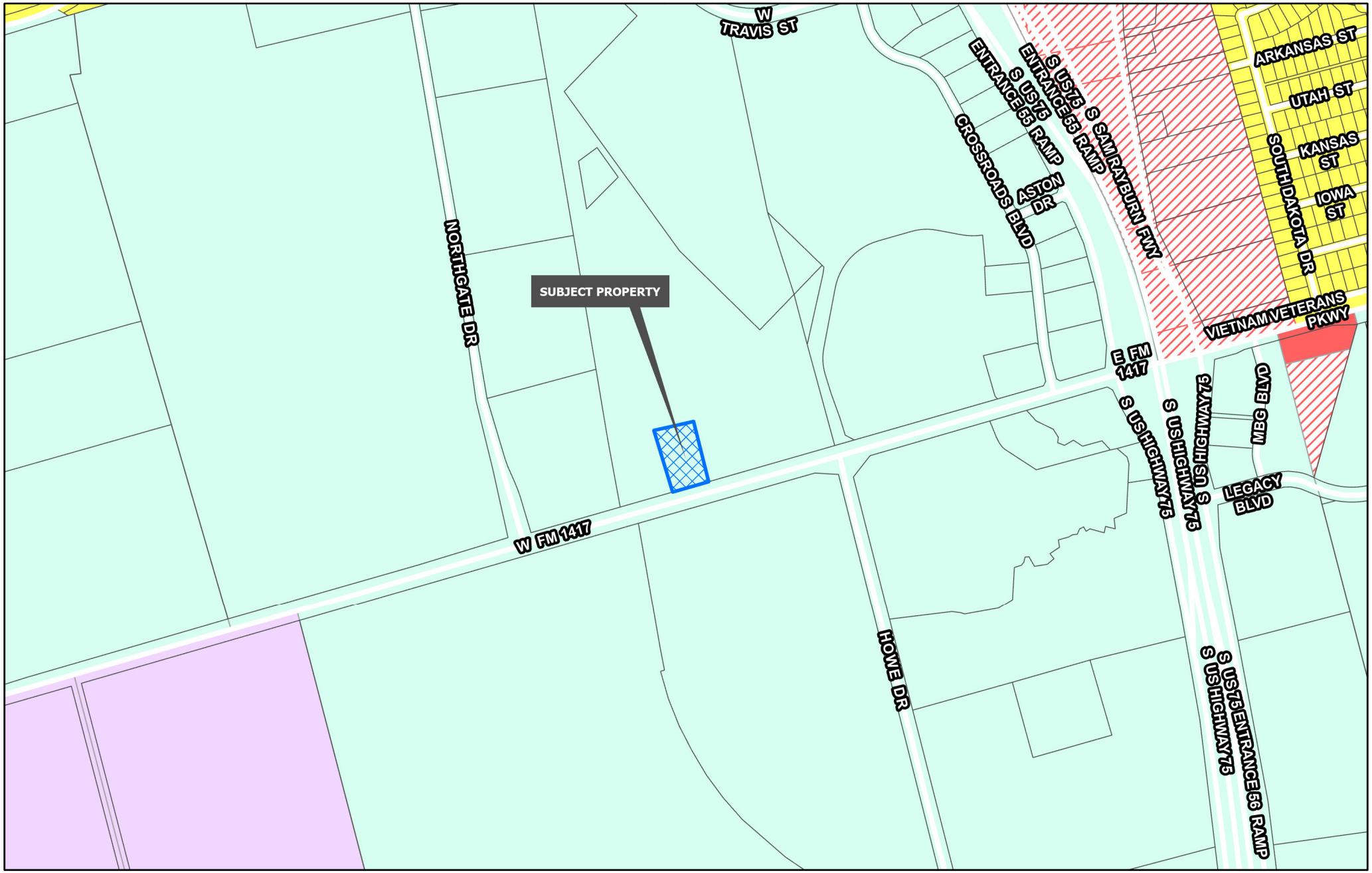
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
301 BLK W FM 1417
(HERITAGE PKWY)

N
W E
S

Date: 10/1/2025 3:03 PM



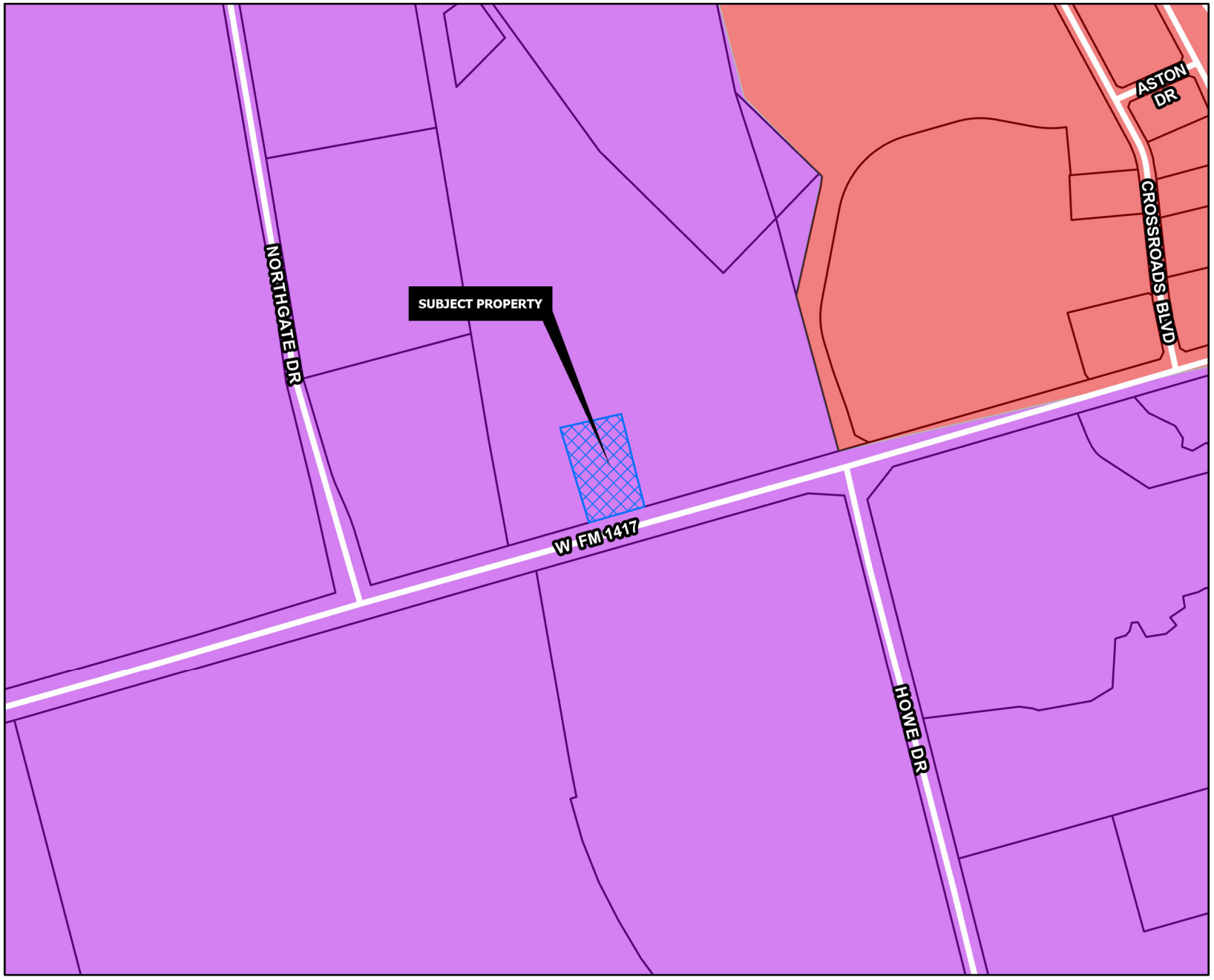
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
301 BLK W FM 1417
(HERITAGE PKWY)

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Date: 10/1/2025 3:03 PM



TECHNOLOGY HUB

Intent & Character

The Technology Hub category is intended for areas of the community that are dedicated to large-scale employment uses. These areas are generally located north and south, anchored by the airport and Texas Instruments, respectively. These areas contribute to the community by providing a tax base and employment opportunities.

Appropriate Land Use Types

- Manufacturing
- Research and Development
- Warehousing and Distribution
- Multi-Family

Compatible Zoning Districts

- Light Manufacturing
- Heavy Manufacturing
- Multi-Family Residential (MF-15 and MF-30)

Considerations

- Multi-family uses can support employment uses and provide housing variety in the community. These uses should be integrated into planned developments.
- Industrial uses should be ones that are primarily operated inside.
- Outdoor storage should be limited and screened from public view.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
301 BLK W FM 1417
(HERITAGE PKWY)

N
W E
S

Date: 10/1/2025 3:03 PM


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF SPECIFIC USE PERMIT REQUEST
PROJECT #: 000175-2025
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Project Narrative
For a
Specific Use Permit

Submitted by:
Brakes Plus LLC
1800 Southpark Dr.
Birmingham, AL 35244
Tyler Hendon
Development Project Manager

Submitted to:

The City of Sherman, Texas
317 S. Travis Street,
Sherman, TX 75090

September 10, 2025

Brakes Plus LLC is pleased to submit this Letter of Intent statement along with our application to The City of Sherman in support of a Specific Use Permit. This application, if approved, will allow for the development of a high-end Brakes Plus auto service center, located off of FM-1417, Sherman, TX 75092.

The project parcel is currently in the Blaylock Industrial Park PD and Blaylock Commercial Overlay. Per the City of Sherman Code of Ordinances, a Minor Auto Repair use requires a parking ratio of 2 spaces / service bay and a minimum 3 stacking spaces per service lane, resulting in a total of 16 parking spaces. Stacking spaces are not applicable for this project as Brakes Plus does not have drive-through service bays. The submitted application proposes a total of 22 parking spaces.

Based on traffic data from other corporate locations, the business averaged 19.7 cars per day in 2024. Operationally, Brakes Plus does not have drive-through service bays as typically seen on other brands in the minor auto repair market such as quick oil change buildings. Brakes Plus Team Members drive the customer cars into the bays after being parking in one of the onsite parking stalls. This development does not require an area for stacking spaces in front of the bays as they would not be utilized under its operational format.

With support of the SUP, a high-end auto service business will be able to provide Sherman residents with a quality option for their car service needs. We believe the Brakes Plus proposed improvements will positively impact the City, community, or surrounding properties.

The entire development team looks forward to working with The City of Sherman on this SUP submittal, and respectfully request your support, thank you.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.5.

Meeting Date: 12/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6909

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In A C-2 (General Commercial) District/75 & 82 Overlay District, Located At 600 East Lamberth Road, Consisting Of 5.855 Acres, Being Part Of Lots 6-8, And All Of Lots 4 And 5, Block 4, Of The J.H. Carraway Subdivision, Independence Square Addition, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Remington Sherman Automotive LLC, (Owner); Shane Donohue (Applicant); And Spiars Engineering, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 5.855 acre of land at 600 East Lamberth Road to allow Automobile Repair, Body Work, or Painting in a C-1 (General Commercial) District.

Background:

The property is located at 600 East Lamberth Road. The owner would like a Specific Use Permit to allow an Automobile Repair, Body Work, or Painting in a C-2 (General Commercial) District/ 75 & 82 Overlay District.

This is the location of the current Sherman Chevrolet. They are requesting the SUP so that they can perform renovations and remodeling to their existing site.

The following has been approved for this location:

- 5/9/1989 - To allow more than one sign per development lot.
- 1/5/1985 - R-1 to C-2
- 3/8/2005 - To allow shade structures with a 6.3 foot setback along Hwy. 75 N., a 1.8 foot front yard setback along Lamberth Road and a 3.3 foot side yard setback in lieu of the 5 foot required
- 12/18/2012 - To allow an Aluminum Composite Material (ACM) exterior facade in lieu of the required masonry for an entry element addition and fascia remodel to Ramey Chevrolet in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- 1/22/2019 - Specific Use Permit and site plan approval to allow a two-sided digital billboard in a C-2 (General Commercial) District/O-1 (75 & 82 Overlay) District. Board of Adjustments P&Z & CC APPROVED: 300 SQ. FT. NON-DIGITAL BILLBOARD
- Exception and site plan approval to allow a 1,667 foot radial separation between billboards in lieu of the permitted 2,000 foot in a C-2 (General Commercial) District/O-1 (75 & 82 Overlay) District.

Capital Improvement Program:
N/A

Origination:
Texas Remington Sherman Automotive LLC, (Owner); Shane Donohue (Applicant); And Spiars Engineering, (Surveyor).

Financial Consideration:
None

Staff Recommendation:
At the November 18, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6909
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Property Notification Sign
9. Project Narrative

ORDINANCE NO. 6909

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 600 EAST LAMBERTH ROAD, CONSISTING OF 5.855 ACRES, BEING PART OF LOTS 6-8, AND ALL OF LOTS 4 AND 5, BLOCK 4, OF THE J.H. CARRAWAY SUBDIVISION, INDEPENDENCE SQUARE ADDITION, BEING PART OF J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS REMINGTON SHERMAN AUTOMOTIVE LLC, (OWNER); SHANE DONOHUE (APPLICANT); AND SPIARS ENGINEERING, (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 600 East Lamberth Road, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to an Automobile Repair, Body Work, or Painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include as described on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal *(Article 3.04)*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Remington Sherman Automotive, Sherman Chevrolet is the owner or lessee of the Property.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
    Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

Engineering Comments:

12. Platting of the property is required prior to any building permits being issued for new additions. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
13. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*

Additional Comments:

14. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
15. The property shall be developed and used in accordance with all City Ordinances and the Building Elevations shown in **Exhibit C.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of December 2025.

ADOPTED on this the 15th day of December 2025.

EFFECTIVE DATE on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

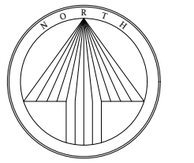
ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

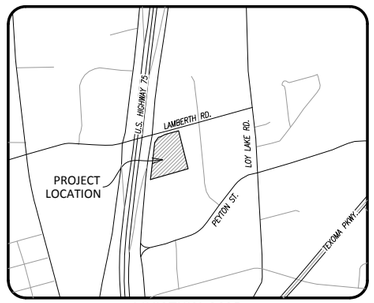
EXHIBIT A



40 0 20 40 80

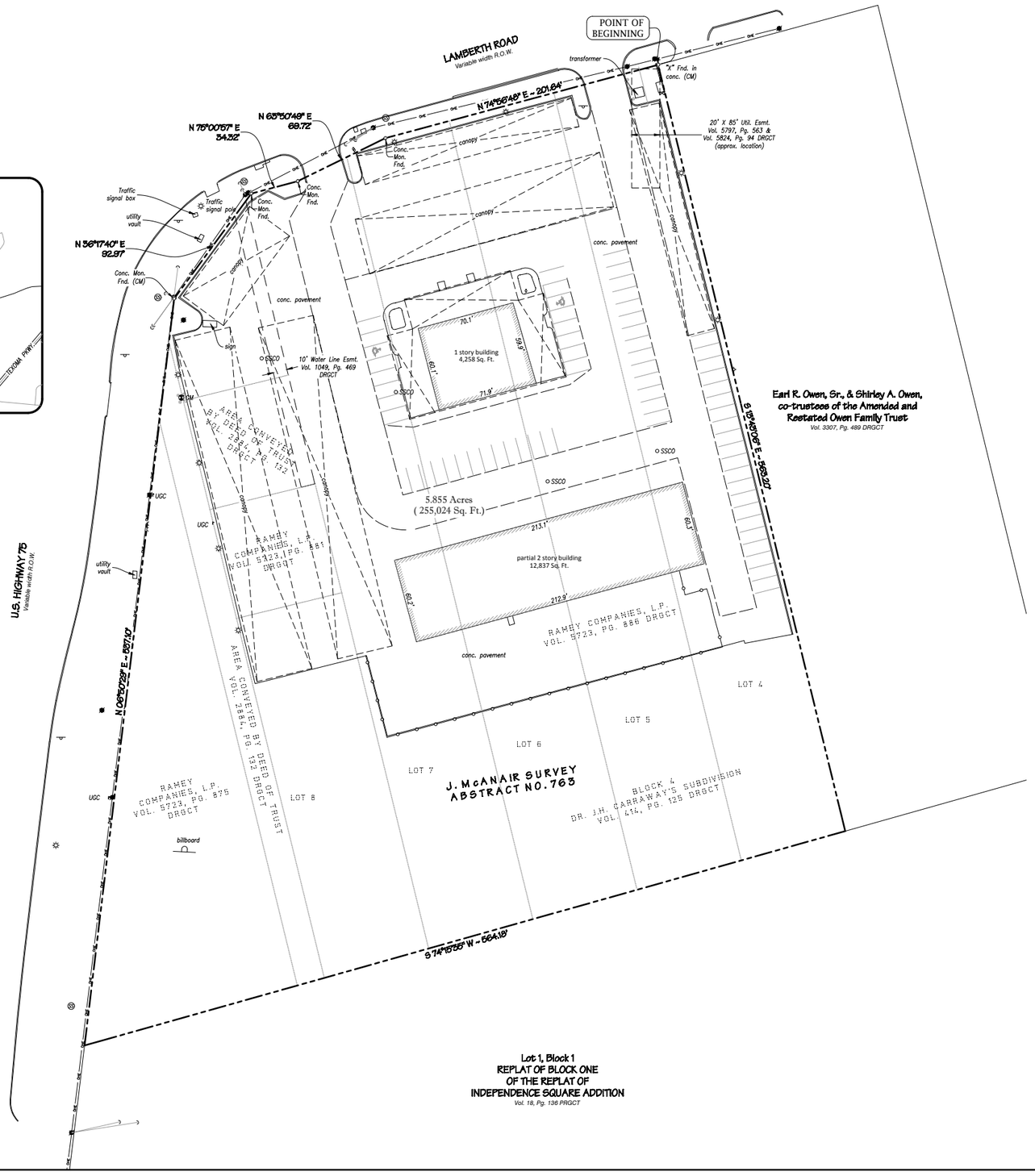
1 inch = 40 ft.

Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).



LOCATION MAP
1" = 1000'

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
■	POWER POLE
Ⓢ	SAN. SEWER MANHOLE
Ⓓ	STORM SEWER MANHOLE
☼	LIGHT POLE/STANDARD
‹	GUY WIRE ANCHOR
●	BOLLARD
▼	SIGNPOST
♿	HANDICAP PARKING
◇	FIRE HYDRANT
■	GAS MARKER
GM	GAS METER
GAS	GAS LINE MARKER
FOC	FIBREOPTIC CABLE MARKER
UGC	UNDERGROUND CABLE MARKER
EB	ELECTRIC BOX
EM	ELECTRIC METER
◊	IRRIGATION CONTROL VALVE
⋈	WATER VALVE
■	WATER METER
SSCO	SANITARY SEWER CLEANOUT
——+——	CHAIN LINK FENCE
——OHE——	OVERHEAD POWER LINE
CM	CONTROL MONUMENT



Lot 1, Block 1
REPLAT OF BLOCK ONE
OF THE REPLAT OF
INDEPENDENCE SQUARE ADDITION
Vol. 18, Pg. 136 PRGCT

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, being all of a called 4.6084 acre tract conveyed to Ramey Companies, L.P., according to the deed recorded in Volume 5723, Page 886 of the Deed Records, Grayson County, Texas (DRGCT), and all of a called 80 feet by 77.31 feet tract conveyed to Ramey Companies L.P., recorded in Volume 5723, Page 881 DRGCT, and being all of a called 0.750 acre tract conveyed to Ramey Companies, L.P., recorded in Volume 5723, Page 875 DRGCT, and being part of a called 5.102 acre tract described in a Deed of Trust recorded in Volume 2884, Page 132 DRGCT, and being part of Lots 6–8, and all of Lots 4 and 5, Block 4, of Dr. J.H. Carraway's Subdivision, recorded in Volume 414, Page 125 DRGCT, with the subject tract being more particularly described as follows:

BEGINNING at an "X" found in concrete on the south line of Lamberth Road, a public right–of–way, for the northwest corner of a tract conveyed to Earl S. Owen, Sr., and Shirley A. Owen, co–trustees of the amended and restated Owen Family Trust, recorded in Volume 3307, Page 489 DRGCT;

THENCE S 13°43'06" E, 563.20 feet along the west line thereof to a point on the north line of Lot 1, Block 1 of the replat of Block One of the replat of Independence Square Addition, recorded in Volume 18, Page 136, Plat Records, Grayson County, Texas;

THENCE S 74°15'35" W, 564.18 feet along the north line thereof to a point on the east line of U.S. Highway 75, a variable width right–of–way;

THENCE N 06°50'29" E, 537.10 feet along the east line thereof to a concrete monument found for the south end of a corner clip being the intersection of U.S. Highway 75 and Lamberth Road;

THENCE N 36°17'40" E, 92.97 feet along said corner clip to a concrete monument found;

THENCE N 75°00'57" E, 34.32 feet along the south line of Lamberth Road to a concrete monument found;

THENCE N 63°50'49" E, 69.72 feet continuing along the south line thereof to a concrete monument found;

THENCE N 74°56'48" E, 201.64 feet continuing along the south line thereof to the POINT OF BEGINNING with the subject tract containing 255,024 square feet or 5.855 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

Capital Title of Texas, LLC, G.F. No. 17-336770-PN, Effective 12/17/2017

10(g)	Easements and/or building lines according to plat recorded in Volume 414, Page 125, Deed Records, Grayson County, Texas. NONE SHOWN ON PLAT; DOES NOT AFFECT
10(h)	Easement created in instrument executed by J. H. Carraway to Texas Power & light Company, dated February 5, 1941, filed February 5, 1941, recorded in Volume 426, Page 520, Real Property Records, Grayson County, Texas. BLANKET IN NATURE; AFFECTS SUBJECT TRACT
10(i)	Easement created in instrument executed by Bessie Jennings Carraway, et alto The Texas Pipe Line Company, dated May 6, 1952, filed June 28, 1952, recorded in Volume 692, Page 395, Real Property Records, Grayson County, Texas. BLANKET IN NATURE; AFFECTS SUBJECT TRACT
10(j)	Easement created in instrument executed by Jennings Carraway to City of Sherman, dated April 27, 1965, filed April 29, 1965, recorded in Volume 1029, Page 199, Real Property Records, Grayson County, Texas. DOES NOT AFFECT
10(k)	Easement created in instrument executed by Clara Chesser Morgan to Marvin B. Hutton, et ux, dated March 7, 1966, filed March 14, 1966, recorded in Volume 1049, Page 469, Real Property Records, Grayson County, Texas. AFFECTS AS SHOWN
10(l)	Easement created in instrument executed by Ramey Companies, LP to Oncor Electric Delivery Company, LLC, dated February 24, 2016, filed May 2, 2016, recorded in Volume 5797, Page 563, RealProperty Records, Grayson County, Texas. NO METES AND BOUNDS DESCRIPTION IN SAID DOCUMENT; SHOWN GRAPHICALLY HEREON BY SCALING; AFFECTS SUBJECT TRACT
10(m)	Easement created in instrument executed by Ramey Companies, LP to Oncor Electric Delivery Company, LLC, dated February 24, 2016, filed June 16, 2016, recorded in Volume 5824, Page 94, Real Property Records, Grayson County, Texas. SAME AS ITEM 10(l) ABOVE; AFFECTS SUBJECT TRACT

SURVEYOR'S CERTIFICATE

To: Capital Title of Texas, LLC; First National Title Insurance Company; Remington Sherman Automotive, LLC, Ally Bank, and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 7(a), 8, 9, 11(observed evidence only), and 13 of Table A thereof. The field work was completed on 02/09/2018.

Date of Plat or Map: 2/22/18

STATE OF TEXAS · REGISTERED · DARREN K. BROWN · 5252 · PROFESSIONAL · LAND SURVEYOR

darren.brown@spiarsengineering.com

Darren K. Brown, RPLS 5252

No part of the subject land is located in a 100–year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panels 48181C0290F, dated Sept. 29, 2010. The property is located in Zone "X" (areas determined to be outside the 500–year floodplain).

SPIARS ENGINEERING
765 Custer Road, Suite 100 • Plano, TX 75075 • (972) 422-0077
TBPE No. F-2121 • TBPLS No. F-10043100

ALTA/NSPS LAND TITLE SURVEY

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

Ramey Chevrolet of Sherman

Issue Dates:
2/22/18

Date | Revisions

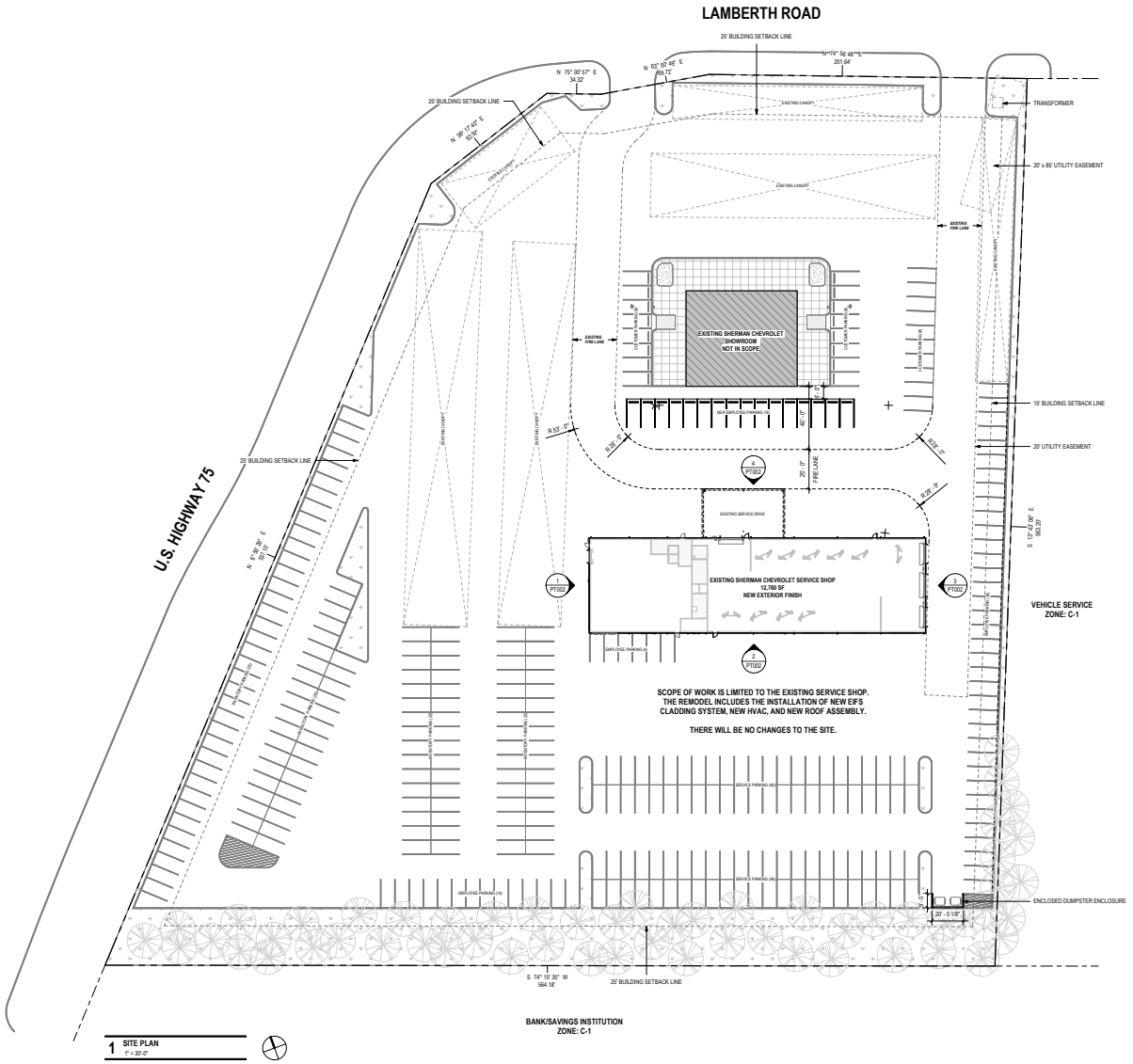
Scale: 1" = 40'
Drawn By: ED
Checked By: DKB

Sheet 1
of 1

JOB #18–008

Drawing: G:\2018 JOBS\18-008 Ramey Chevrolet\ADMIN - SURVEY\DWG\18-008 Survey.dwg Saved By: DBrown Save Time: 2/22/2018 2:18:18 PM Plotted by: dbrown Plot Date: 2/22/2018 2:19 PM

EXHIBIT B



1 SITE PLAN
1" = 30'-0"

PARKING CALCULATIONS

PARKING CALCULATIONS (PER SECTION 14.04.003. - CITY OF SHERMAN MUNICODE)

AUTOMOBILE / MOTOR VEHICLE USES. - TWO (2) PARKING SPACES IS REQUIRED FOR EVERY SERVICE BAY WITH A MINIMUM OF FIVE (5) PARKING SPACES.

TOTAL SERVICE BAYS = 12

TOTAL PARKING SPACES REQUIRED = 12 x 2 = 24 SPACES

TOTAL PARKING SPACES PROVIDED = 92 SPACES

SITE DATA

EMPLOYEE PARKING	72
CUSTOMER PARKING	24
SERVICE PARKING	92
TOTAL PARKING SPACES	188 SPACES
TOTAL SITE AREA	255,026 SF
CURRENT ZONING	C-2
PROPOSED ZONING	C-2
HARD SURFACE / IMPERVIOUS AREA (SF)	202,597 SF
FLOOR-TO-AREA RATIO	0.067

BUILDING DATA

SHERMAN CHEVROLET SERVICE SHOP	12,789 SF
SHERMAN CHEVROLET SHOWROOM	4,258SF
TOTAL BUILDING AREA	17,038SF

LOMA ARCHITECTURE

3838 N. SAM HOUSTON PARKWAY E., SUITE 185
HOUSTON, TEXAS 77032

WWW.LOMAARCH.COM

MEP ENGINEER
SPECTRUM DESIGN ENGINEERS
19 SIERRA OAKS DR.
SUGAR LAND, TEXAS 77479
832.766.6076

PROJECT:
SHERMAN CHEVROLET SERVICE SHOP REMODEL

PROJECT ADDRESS:
600 E LAMBERTH RD,
SHERMAN, TX 75090

SEAL/SIGNATURE:

REGISTERED ARCHITECT JASON OTTO 29789 STATE OF TEXAS

10.08.2025

ISSUE HISTORY:

DATE	DELTA	DESCRIPTION

PROJECT NUMBER: LA2566

ISSUE DATE: 10.08.2025

SHEET NAME:
SITE PLAN

SHEET:
PT001

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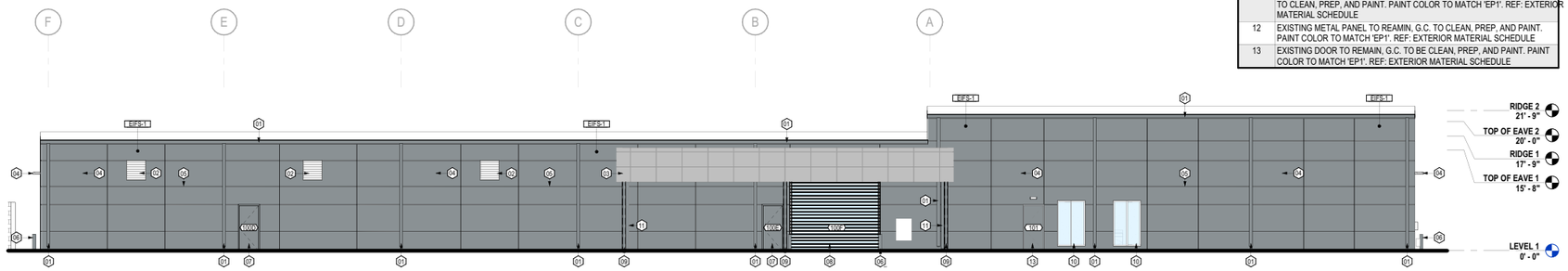
EXHIBIT C

EXTERIOR MATERIAL SCHEDULE

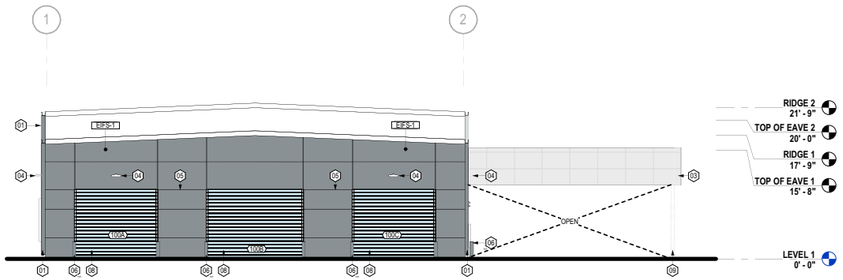
MARK	MANUFACTURER	MODEL	COLOR / FINISH	CONTACT
EIFS				
EIFS-1	DRYVIT	DRYVIT	SANDBLAST DPR COLOR: TO MATCH EP1 ULTRA HIGH IMPACT MESH FROM F.F. TO 8'-0"	-
PAINT				
EP1	SHERWIN WILLIAMS	SW9143	COLOR: CADET	DAWN M CENOWA EMAIL: DAWN.M.CENOWA@SHERWIN.COM PHONE: 248-660-3067

EXTERIOR ELEVATION KEYNOTES

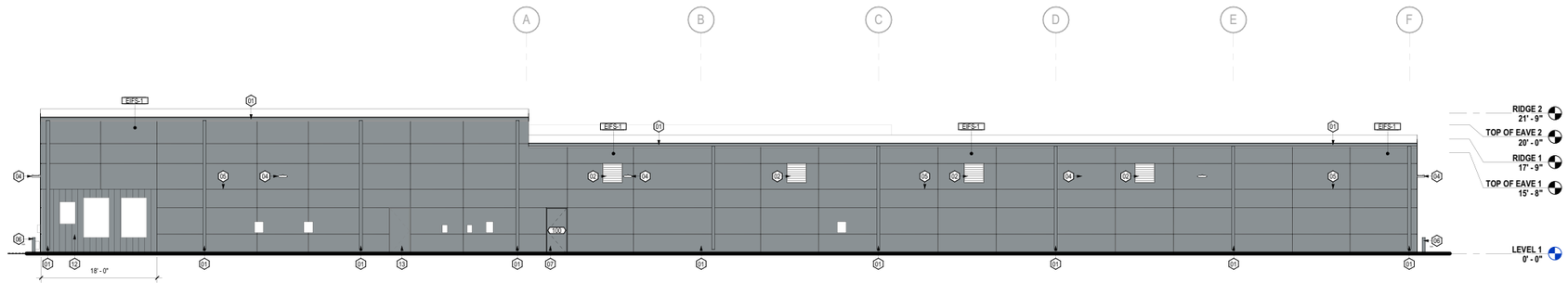
#	NOTE
01	PREFINISHED METAL GUTTER AND DOWNSPOUT. COLOR TO MATCH HOST WALL
02	EXISTING MECHANICAL LOUVERS TO REMAIN
03	EXISTING CANOPY OVER SERVICE DRIVE TO REMAIN, G.C. TO PROTECT DURING CONSTRUCTION
04	LIGHT FIXTURE. REF: ELECTRICAL
05	EIFS REVEAL. REF: WALL DETAILS
06	6" DIAMETER CONCRETE FILLED STEEL PIPE BOLLARD PRIMED AND PAINTED. REF: SITE DETAILS
07	MAN DOOR. REF: SCHEDULES
08	OVERHEAD DOOR. REF: SCHEDULES
09	EXISTING COLUMN TO REMAIN, G.C. TO CLEAN, PREP, AND PAINT. PAINT COLOR TO MATCH 'EP1'. REF: EXTERIOR MATERIAL SCHEDULE
10	EXISTING GLAZING TO REMAIN, G.C. TO CLEAN AND RESEAL
11	EXISTING PREFINISHED METAL GUTTER AND DOWNSPOUT TO REMAIN, G.C. TO CLEAN, PREP, AND PAINT. PAINT COLOR TO MATCH 'EP1'. REF: EXTERIOR MATERIAL SCHEDULE
12	EXISTING METAL PANEL TO REAMIN, G.C. TO CLEAN, PREP, AND PAINT. PAINT COLOR TO MATCH 'EP1'. REF: EXTERIOR MATERIAL SCHEDULE
13	EXISTING DOOR TO REMAIN, G.C. TO BE CLEAN, PREP, AND PAINT. PAINT COLOR TO MATCH 'EP1'. REF: EXTERIOR MATERIAL SCHEDULE



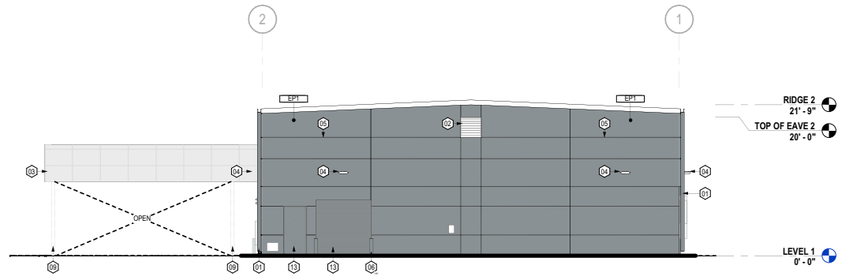
4 EXTERIOR BUILDING ELEVATION - NORTHWEST
1/8" = 1'-0"



3 EXTERIOR BUILDING ELEVATION - NORTHEAST
1/8" = 1'-0"



2 EXTERIOR BUILDING ELEVATION - SOUTHEAST
1/8" = 1'-0"



1 EXTERIOR BUILDING ELEVATION - SOUTHWEST
1/8" = 1'-0"

LOMA ARCHITECTURE

3838 N. SAM HOUSTON PARKWAY E., SUITE 185
HOUSTON, TEXAS 77032

WWW.LOMAARCH.COM

MEP ENGINEER
SPECTRUM DESIGN ENGINEERS
19 SIERRA OAKS DR.
SUGAR LAND, TEXAS 77479
832.766.6076

PROJECT:
SHERMAN CHEVROLET
SERVICE SHOP REMODEL

PROJECT ADDRESS:
600 E LAMBERTH RD,
SHERMAN, TX 75090

SEAL/SIGNATURE:

REGISTERED ARCHITECT
JASON OTERO
29789
STATE OF TEXAS

10.08.2025

ISSUE HISTORY:

DATE	DELTA	DESCRIPTION

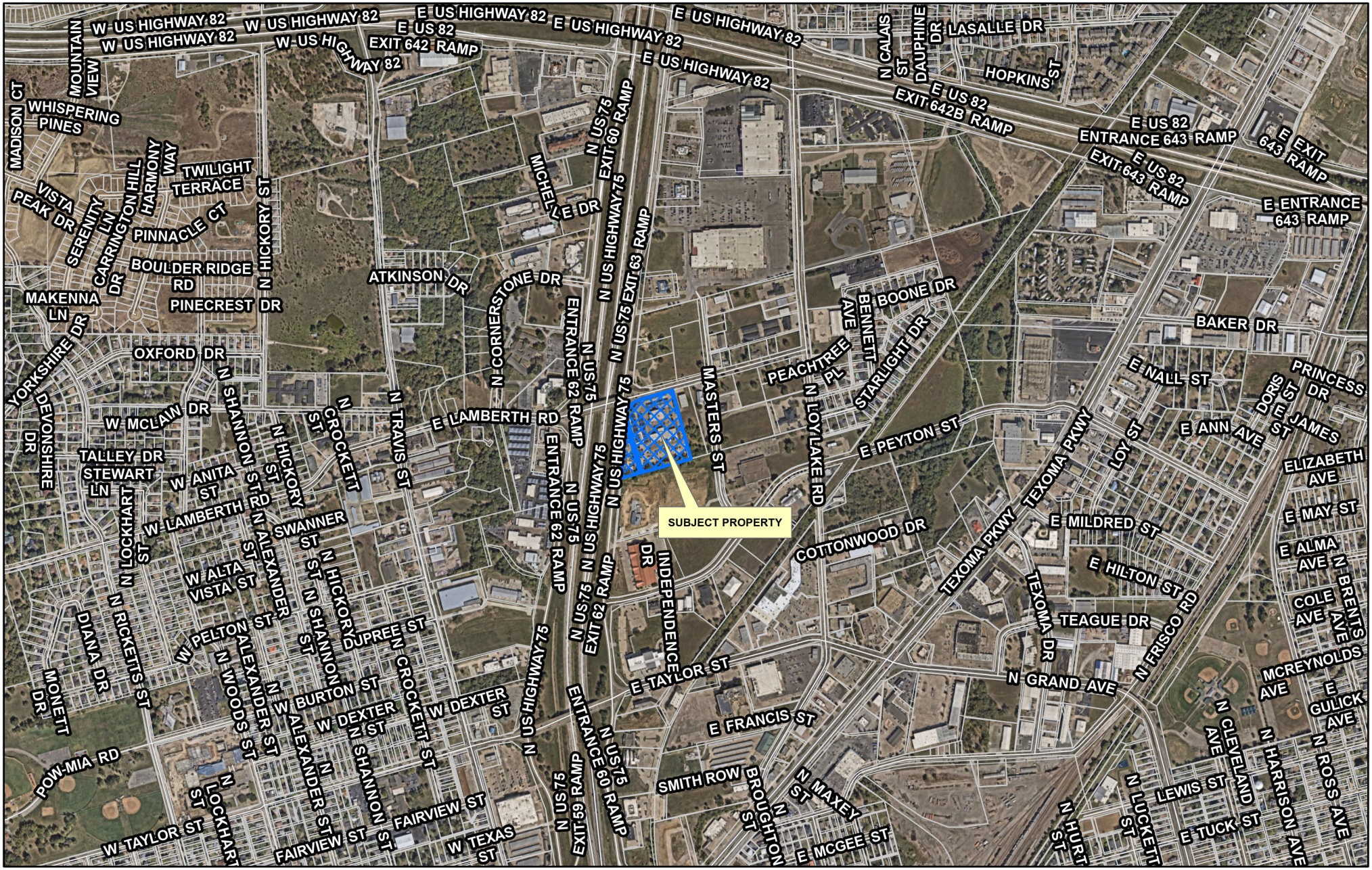
PROJECT NUMBER: LA2566

ISSUE DATE: 10.08.2025

SHEET NAME:
EXTERIOR BUILDING ELEVATIONS

SHEET:
PT002

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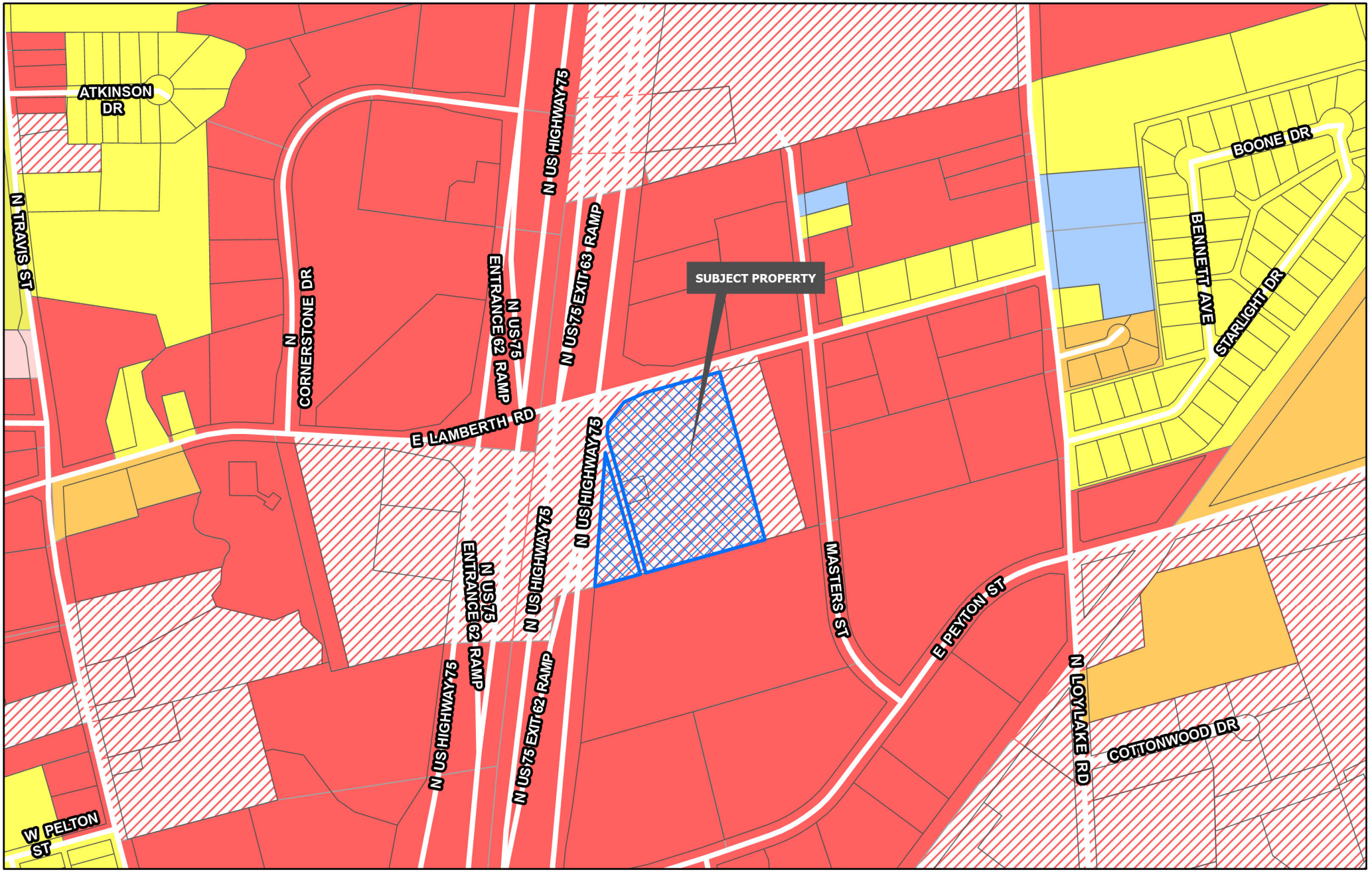
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
600 E LAMBERTH RD

N
W E
S

Date: 11/4/2025 4:42 PM



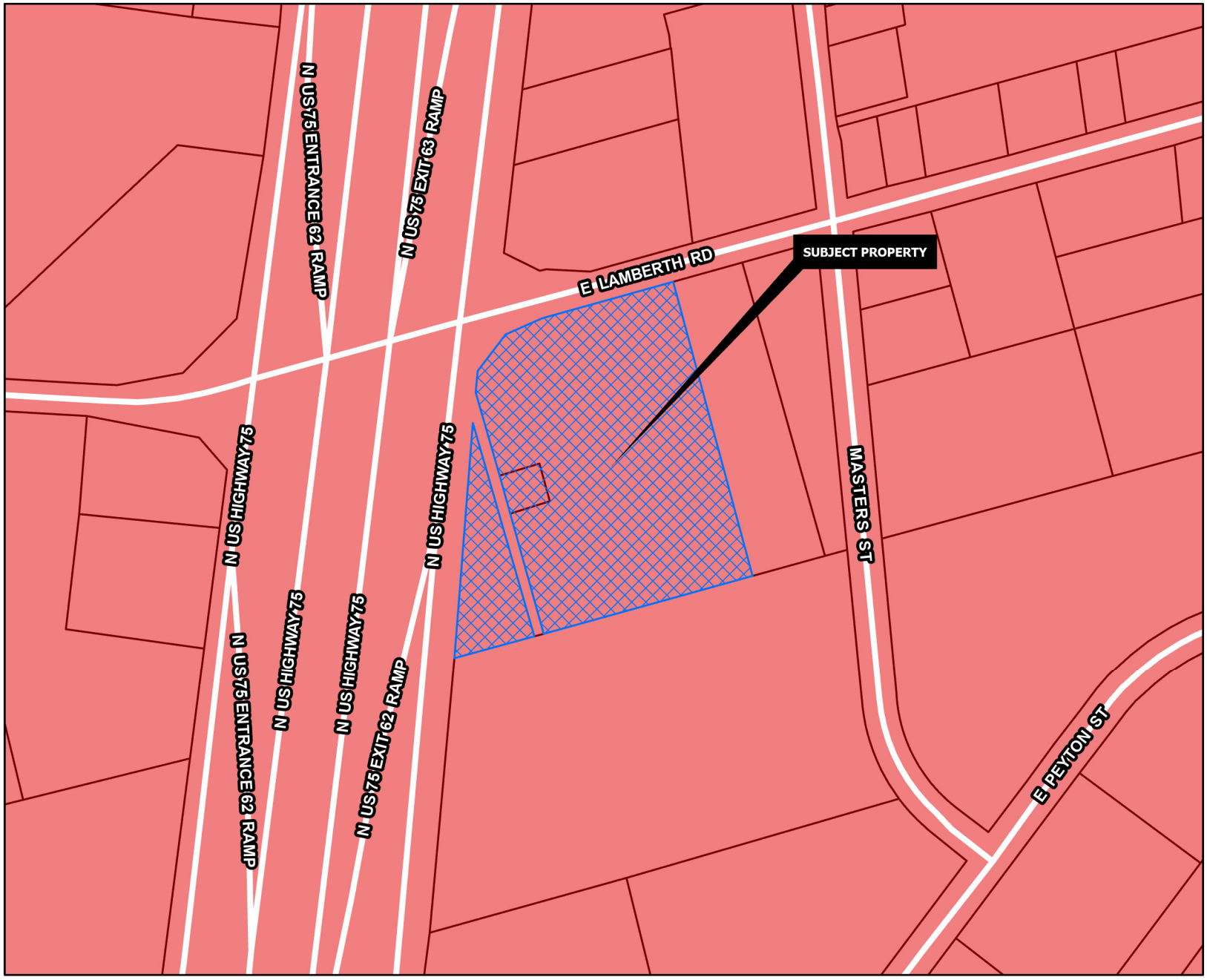
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
600 E LAMBERTH RD

N
W E
S

Date: 11/4/2025 4:42 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
600 E LAMBERTH RD

Date: 11/4/2025 4:42 PM


SERVICE & PARTS
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF SPECIFIC USE PERMIT REQUEST
PROJECT #: 000202-2025
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

LOMA
ARCHITECTURE

30 September 2025

City of Sherman, Texas
317 S Travis Street
Sherman, TX 75090

Sub: **Sherman Chevrolet Service Shop Remodel**
600 E Lamberth Rd.
Sherman, Texas 75090

This submittal pertains to the property located at 600 E. Lamberth Road in Sherman, Texas, legally described as CARRAWAYS DR J H S/D, BLOCK 4, LOT 4 THRU 7 & PT 8, ACRES 4.9633.

The existing property consists of approximately 4.9633 acres and includes an existing single story 4,258 SF showroom building and a 12,780 SF service shop pre-engineered metal building.

We are requesting Specific Use Permit (SUP) approval to allow renovation changes to the existing service shop to achieve an active controlled conditioned workshop.

The scope of work is focused on renovating the existing service shop building. This includes updating the exterior façade with the application of new EIFS cladding system and shop doors, installing a new HVAC system, and the installation of a new roof assembly system. There will be no changes to the building's footprint or any sitework involved.

Regards,

Jason Otero, AIA
President
LOMA Architecture

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.6.

Meeting Date: 12/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6910

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.0 Acres Being A Part Of The Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located At 200 South F.M. 1417 (Heritage Parkway), Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District/F.M. 1417 Overlay District Zoning Classification, City Of Sherman (Owner), And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 1.0 acre of land located at 200 South FM 1417 (Heritage Parkway) from a R-6 (Single Family Residential) District to a C-2 (General Commercial) District.

Background:

The property is located at 200 South FM 1417 (Heritage Parkway). The City recently acquired this property, which is currently zoned R-6; however, it has been used for commercial purposes since 1980. The City requests to rezone the property to C-2 to use as a commercial building.

Capital Improvement Program:

N/A

Origination:

City of Sherman (Owner) and Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 18, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6910
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Sign
7. Elevation
8. Narrative

ORDINANCE NO. 6910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 1.0 ACRES BEING A PART OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 200 SOUTH F.M. 1417 (HERITAGE PARKWAY), HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/F.M. 1417 OVERLAY DISTRICT ZONING CLASSIFICATION, CITY OF SHERMAN (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 200 South F.M. 1417 (Heritage Parkway) and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) District/F.M. 1417 Overlay District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of December 2025.

ADOPTED on this the 15th day of December 2025.

EFFECTIVE DATE on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

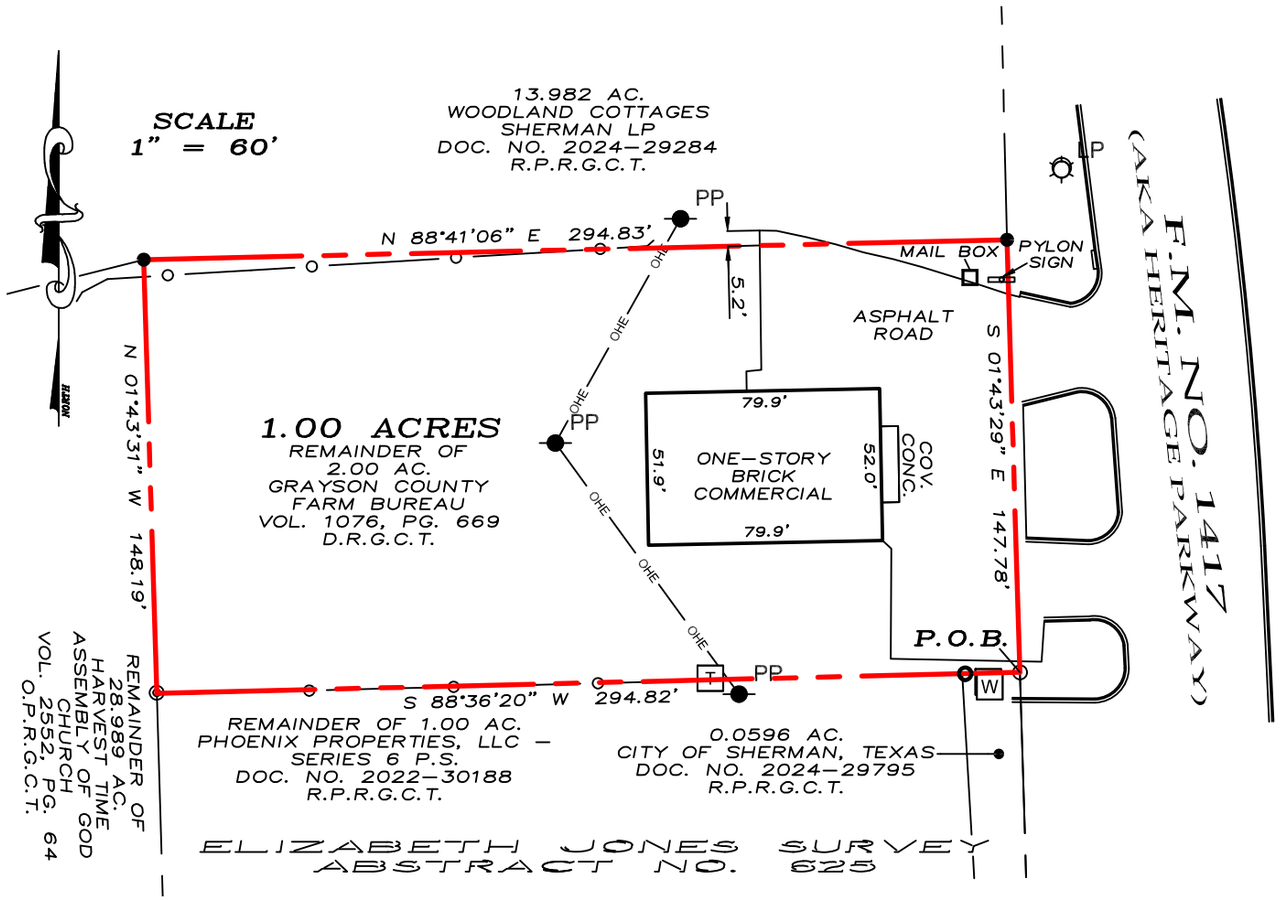
ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



LEGAL DESCRIPTION

JOB NO. 25040411
FW: AM – DFT: EB

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625 and being a part of that 2.00 acre tract of land conveyed to Grayson County Farm Bureau as recorded in Volume 1076, Page 669, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a 3/8" steel rod found for the northeast corner of that 0.0596 acre tract of land conveyed to the City of Sherman, Texas, as recorded in Document Number 2024-29795, Real Property Records, Grayson County, Texas, said point also being in the easterly line of said 2.00 acre tract of land;

Thence South 88°36'20" West, with the northerly line of said 0.0596 acre tract, and with the northerly line of that 1.00 acre tract of land conveyed to Phoenix Properties, LLC – Series 6 P.S., as recorded in Document Number 2022-30188, said Real Property Records, passing en route at a distance of 18.74 feet a found alum. cap in concrete, and continuing on said course a total distance of 294.82 feet to a 1/2" steel rod found for the northwest corner of said 1.00 acre tract, said point being in an easterly line of that 28.989 acre tract of land conveyed to Harvest Time Assembly of God Church as recorded in Volume 2552, Page 64, Official Public Records, Grayson County, Texas;

Thence North 01°43'31" West, with the westerly line of said 2.00 acre tract, and with an easterly line of said 28.989 acre tract, a distance of 148.19 feet to a 1/2" steel rod set for the northwest corner of said 2.00 acre tract, said point being at an angle point of that 13.982 acre tract of land conveyed to Woodland Cottages Sherman LP as recorded in Document Number 2024-29284, said Real Property Records;

Thence North 88°41'06" East, with the northerly line of said 2.00 acre tract, and with the southerly line of said 13.982 acre tract, a distance of 294.83 feet to a 1/2" steel rod set for the northeast corner of said 2.00 acre tract, common to the southeast corner of said 13.982 acre tract;

Thence South 01°43'29" East, with the easterly line of said 2.00 acre tract, a distance of 147.78 feet to the Point of Beginning and containing 1.00 acres of land, more or less.

All 1/2" steel rods set with a plastic yellow cap stamped "RPLS 4709"

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
O	ALUM. CAP IN CONC.
○	3/8" STEEL ROD FOUND
PP	POWER POLE
LP	LIGHT POLE
W	WATER METER
	BOUNDARY LINE
	PROPERTY LINE
O	CHAINLINK FENCE
OHE	OVERHEAD ELEC.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

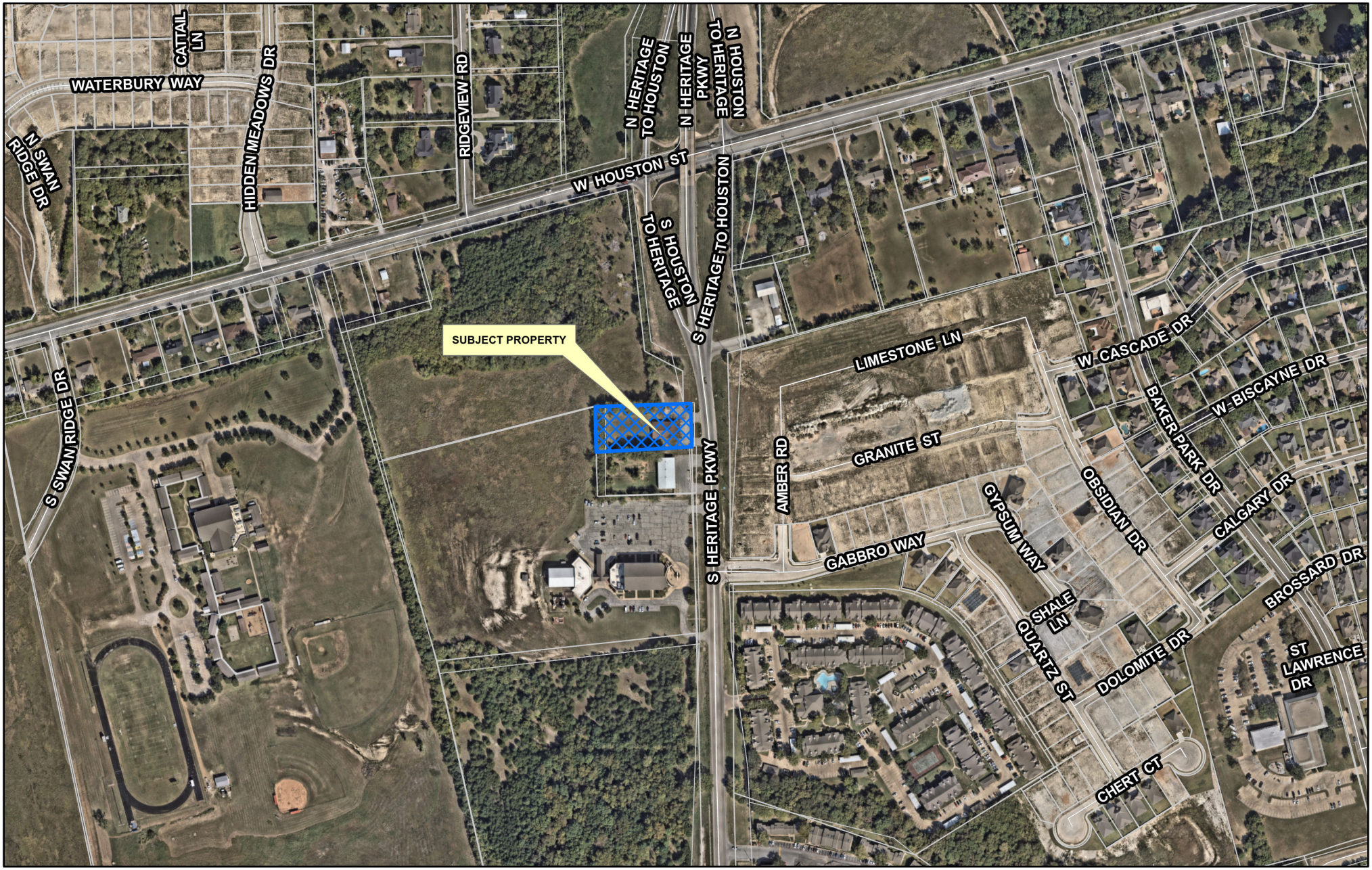
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/29/25

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UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



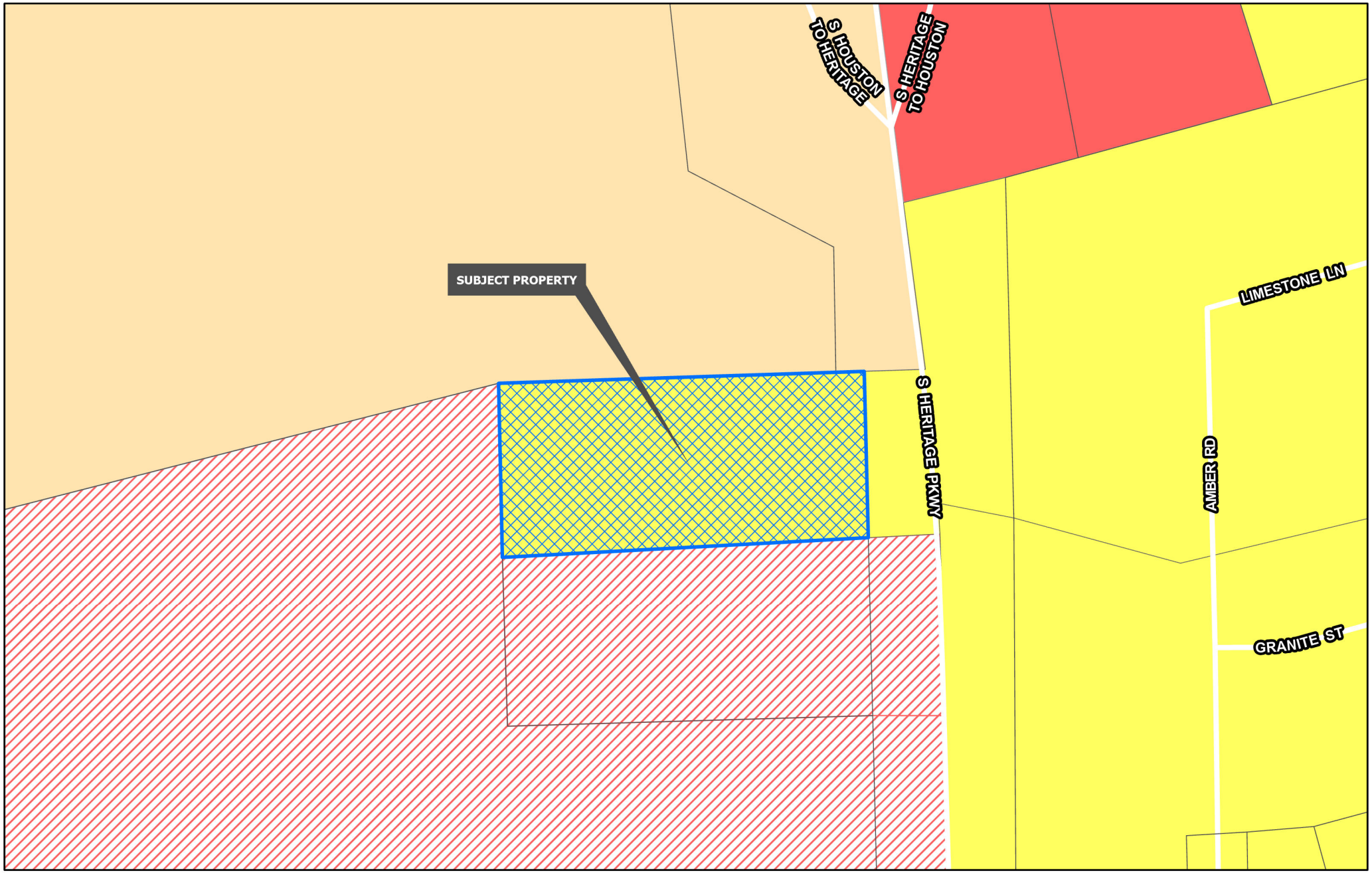
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
200 S FM 1417 (HERITAGE PKWY)

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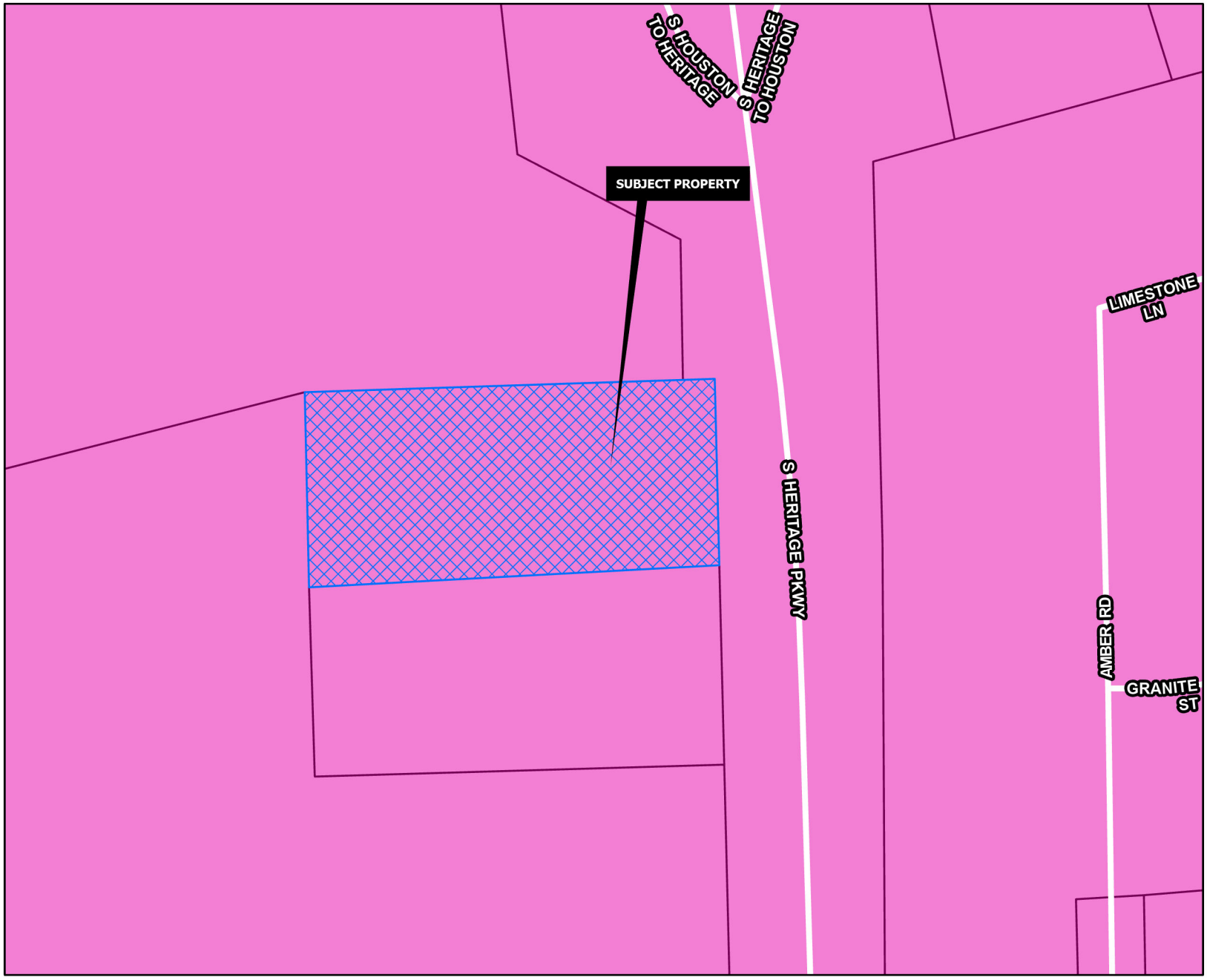
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
200 S FM 1417
(HERITAGE PKWY)

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TECHNOLOGY HUB

Intent & Character

The Technology Hub category is intended for areas of the community that are dedicated to large-scale employment uses. These areas are generally located north and south, anchored by the airport and Texas Instruments, respectively. These areas contribute to the community by providing a tax base and employment opportunities.

Appropriate Land Use Types

- Manufacturing
- Research and Development
- Warehousing and Distribution
- Multi-Family

Compatible Zoning Districts

- Light Manufacturing
- Heavy Manufacturing
- Multi-Family Residential (MF-15 and MF-30)

Considerations

- Multi-family uses can support employment uses and provide housing variety in the community. These uses should be integrated into planned developments.
- Industrial uses should be ones that are primarily operated inside.
- Outdoor storage should be limited and screened from public view.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
200 S FM 1417
(HERITAGE PKWY)

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Date: 11/4/2025 3:51 PM


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 000208-2025
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229


SOUTH
1417
RAYSON
OUNTY
TEXAS FARM BUREAU

The City would like to request the property be rezoned from R-6 (Single-Family Residential) District to C-2 (General Commercial) District to operate as a City functioning structure.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.7.

Meeting Date: 12/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6911

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.524 Acres Being A Part Of The J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located 1422 West Houston Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Texas Aquastore (Owner), Gareb Joseph Tahir (Representative) And Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.524 acre of land located at 1422 West Houston Street from a C-1 (Retail Business) District to a C-2 (General Commercial) District.

Background:

The property is located at 1422 West Houston Street. The applicant would like Zone Change from a C-1 (Retail Business) District to a C-2 (General Commercial) District.

The following has been approved for this location:

- 4/13/1999 - To allow a 6' security fence with barbed wire on the property line in ieu of 4' in a C-1 (Retail Business) District.

Capital Improvement Program:

N/A

Origination:

Texas AquaStore (Owner), Gareb Joseph Tahir (Applicant), and Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 18, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6911
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Notification Sign
7. Elevations
8. Narrative

ORDINANCE NO. 6911

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.524 ACRES BEING A PART OF THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED 1422 WEST HOUSTON STREET, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2(GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, TEXAS AQUASTORE (OWNER), GAREB JOSEPH TAHIR (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 1422 West Houston Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day December 2025.

ADOPTED on this the 15th day of December 2025.

EFFECTIVE DATE on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

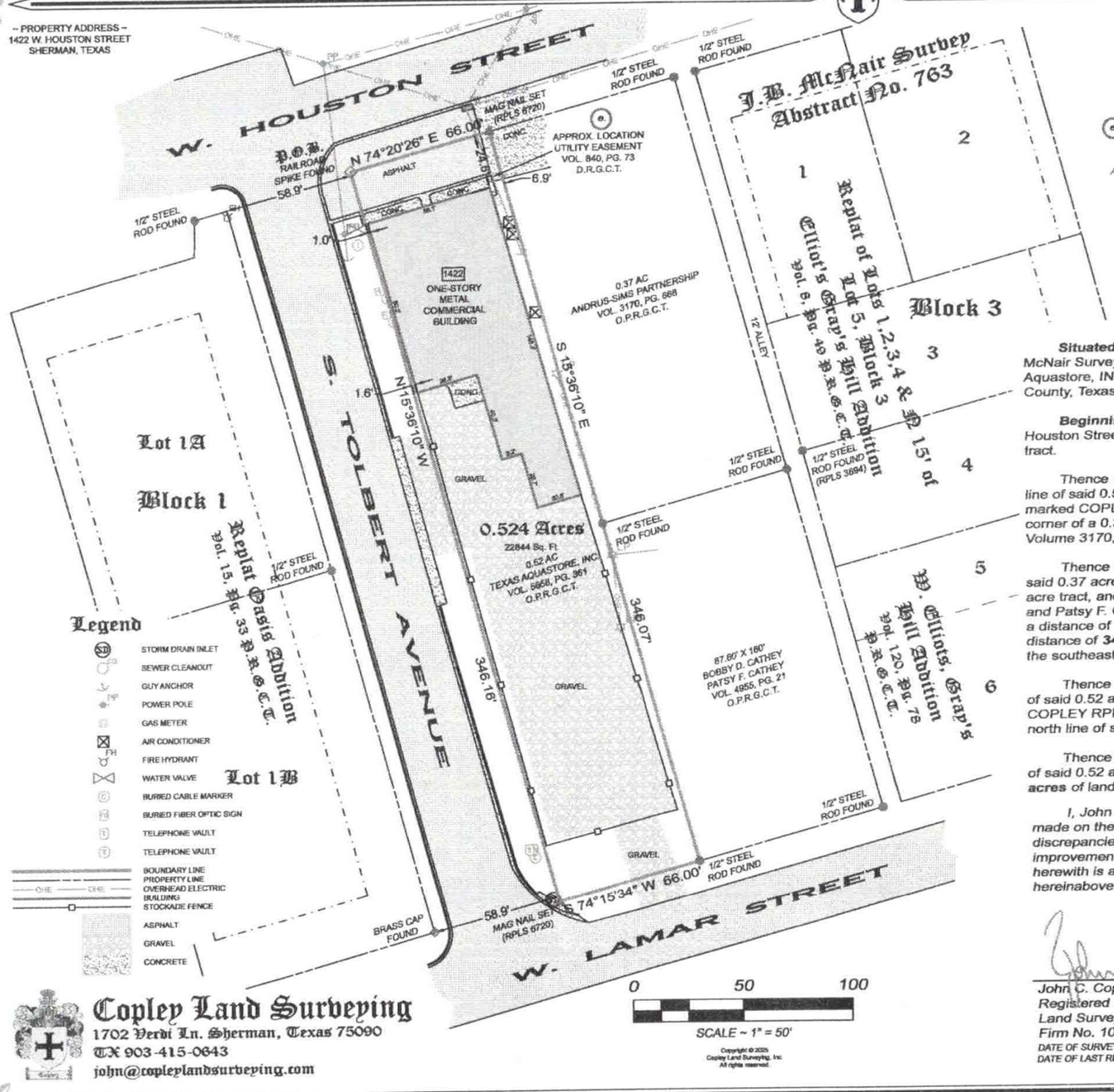
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

CLS Job# 25090320

~ PROPERTY ADDRESS ~
1422 W. HOUSTON STREET
SHERMAN, TEXAS



Legend

- STORM DRAIN INLET
- SEWER CLEANOUT
- GUY ANCHOR
- POWER POLE
- GAS METER
- AIR CONDITIONER
- FIRE HYDRANT
- WATER VALVE
- BURIED CABLE MARKER
- BURIED FIBER OPTIC SIGN
- TELEPHONE VAULT
- TELEPHONE VAULT
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- BUILDING
- STOCKADE FENCE
- ASPHALT
- GRAVEL
- CONCRETE

0 50 100

SCALE ~ 1" = 50'

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

(e) RIGHT OF WAY TO TEXAS POWER & LIGHT COMPANY OF RECORD IN VOLUME 840, PAGE 73, DEED RECORDS, GRAYSON COUNTY, TEXAS. AFFECTS THE SUBJECT TRACT, AS THE DOWN GUY ANCHOR SHOWN

N W E S

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McNair Survey, Abstract No. 763, and being a all of a 0.52 acre tract of land conveyed to Texas Aquastore, INC. by deed of record in Volume 5658, Page 361, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the intersection of the south line of W. Houston Street, and the east line of S. Tolbert Avenue, and the northwest corner of said 0.52 acre tract.

Thence **North 74°20'26" East**, along the south line of said W. Houston Street, and the north line of said 0.52 acre tract, a distance of **66.00 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 for the northeast corner of said 0.52 acre tract and the northwest corner of a 0.37 acre tract of land conveyed to Andrus-Sims Partnership, by deed of record in Volume 3170, page 668, of said Official Public Records;

Thence **South 15°36'10" East**, along the east line of said 0.52 acre tract and the west line of said 0.37 acre tract, passing a 1/2" steel rod found maintaining the southwest corner of said 0.37 acre tract, and the northwest corner of a 87.60' x 160' tract of land conveyed to Bobby D. Cathey and Patsy F. Cathey by deed of record in Volume 4955, Page 21 of said Official Public Records, at a distance of 186.19 feet, continuing along the west line of said 87.60' x 160' tract for a total distance of **346.07 feet** to a 1/2" steel rod found in the north line of W. Lamar Street, maintaining the southeast corner of said 0.52 acre tract and the southwest corner of said 87.60' x 160' tract;

Thence **South 74°15'34" West**, along the north line of said W. Lamar Street and the south line of said 0.52 acre tract, a distance of **66.00 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 for the southwest corner of said 0.52 acre tract and the intersection of the north line of said W. Lamar Street and the east line of said S. Tolbert Street;

Thence **North 15°36'10" West**, along the east line of said S. Tolbert Street and the west line of said 0.52 acre tract, a distance of **346.16 feet** to the **Point-of-Beginning** and containing **0.524 acres** of land.

I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429
DATE OF SURVEY: 9/22/2025
DATE OF LAST REVISION: 9/29/2025

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

Copley Land Surveying
1702 Verdi Ln. Sherman, Texas 75090
TX 903-415-0643
john@copleylandsurveying.com

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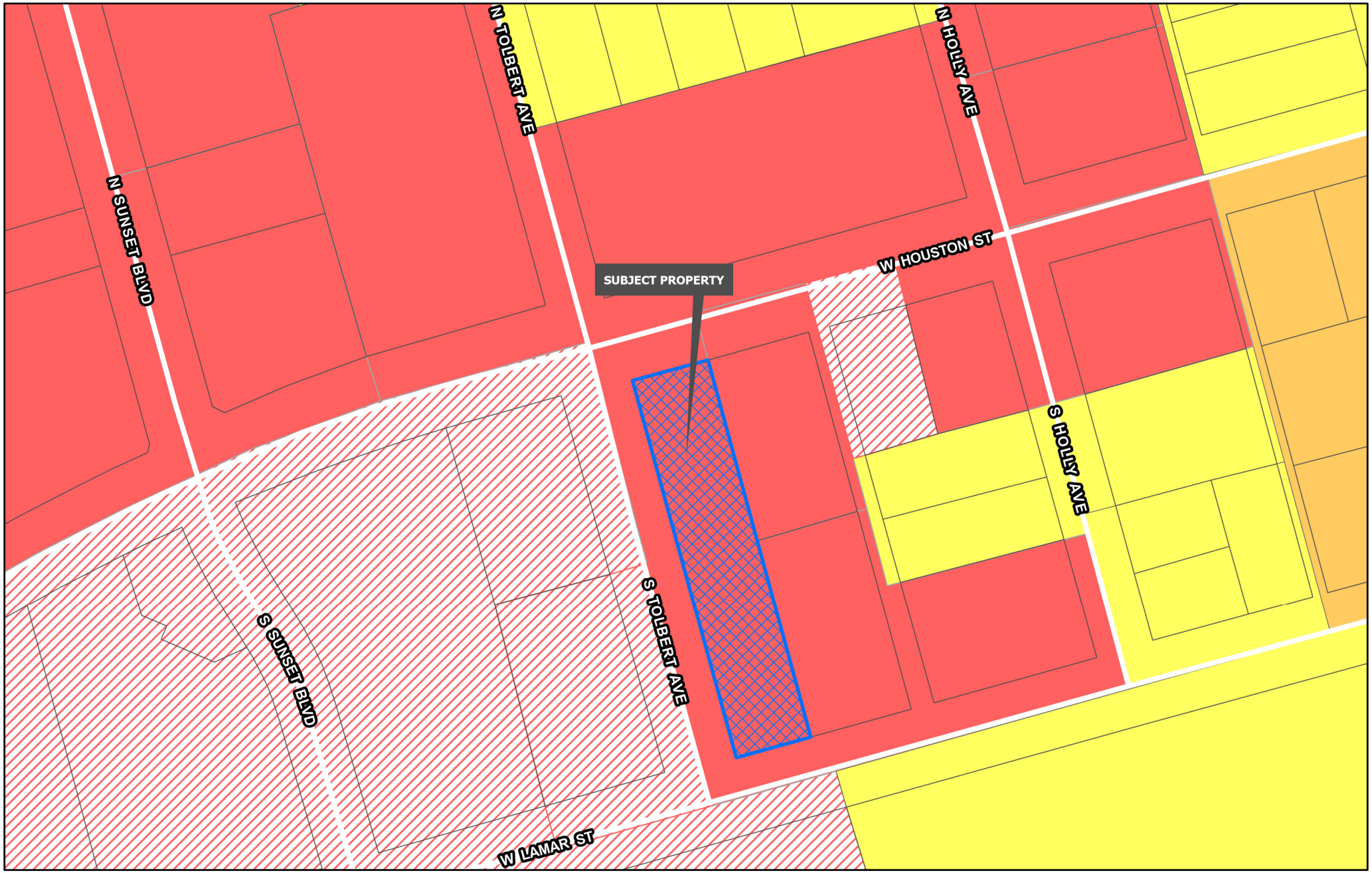
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
1422 W HOUSTON ST

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Date: 11/4/2025 3:51 PM



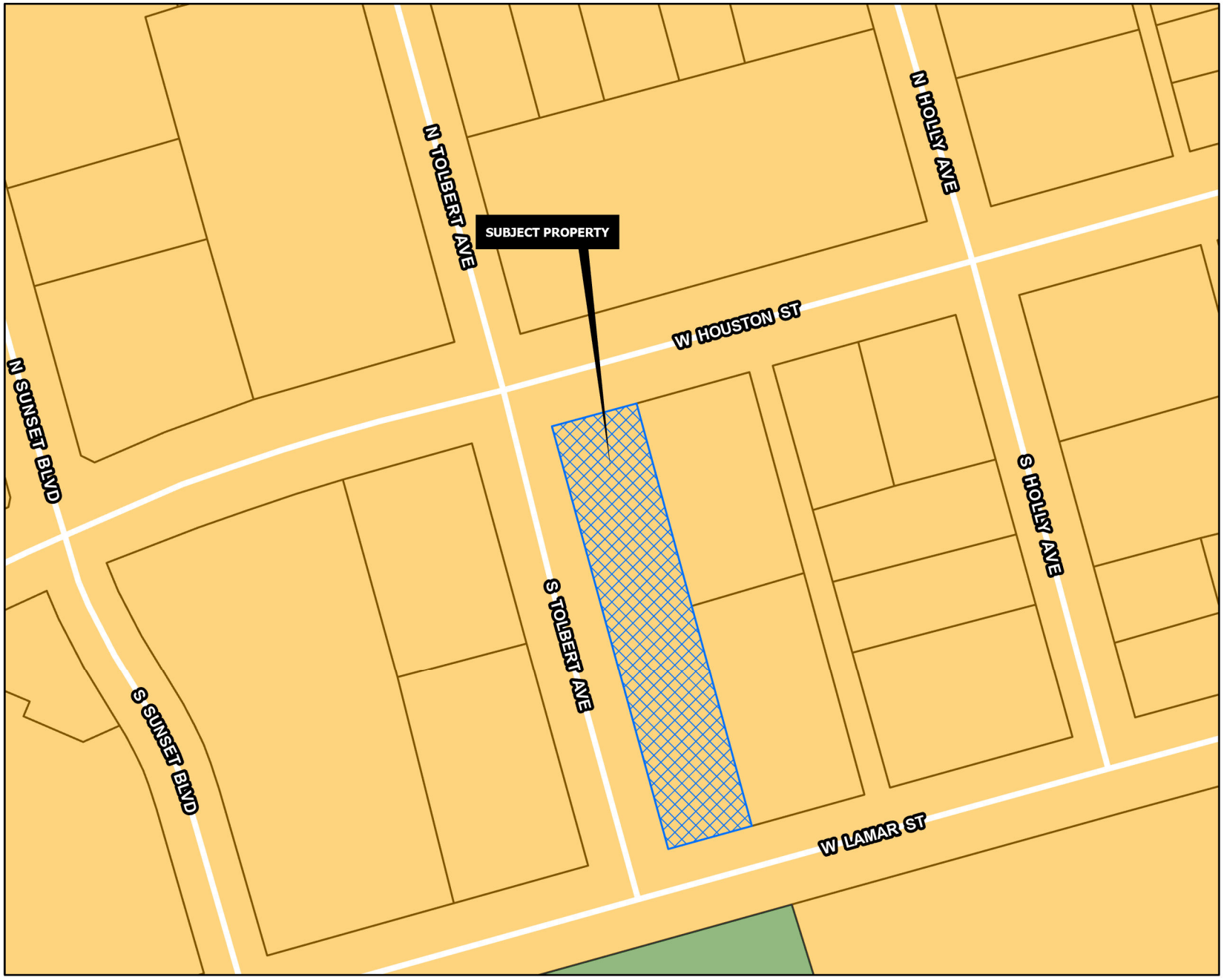
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
1422 W HOUSTON ST

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CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1422 W HOUSTON ST

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Date: 11/4/2025 3:51 PM


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF REQUESTED VARIANCE
PROJECT #: 000195-2025
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
RESERVED PARKING
STOP


NO
PARKING
Allstate
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
ZONE CHANGE AND
SPECIFIC USE PERMIT
REQUEST
PROJECT #: 000195-2025
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229


ROOFING SOLAR PROS
903.326.6847




NO
PARKING




ROOFING SOLAR PROS





Project Narrative

We are wanting to change the zoning from C1 to C2 to allow general auto repair. We are hoping to expand Sparx Automotive in the existing shop space at 1422 w Houston Street Sherman Texas 75092.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.8.

Meeting Date: 12/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6912

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In A C-2 (General Commercial) District, Located At 1422 West Houston Street, Consisting Of 0.524 Acres, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas; Texas Aquastore (Owner); Gareb Joseph Tahir (Applicant); And Copley Land Survying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit of 0.524 acre of land located at 1422 West Houston Street to allow Automobile Repair, Body Work, or Painting in a C-2 (General Commercial) District.

Background:

The property is located at 1422 West Houston Street. The applicant would like a Specific Use Permit to allow Automotive Repair, Body Work, or Painting in a C-2 (General Commercial) District.

The applicant, Sparx Automotive, is currently located across the street from this property (1504 W Houston Street). They have purchased the property to expand their current business. This proposed site would be for the use of working on vehicles in the building and storing vehicles in the rear yard. No customers will use this property; only staff members and technicians will.

The following has been approved for this location:

- 4/13/1999 - To allow a 6' security fence with barbed wire on the property line in ieu of 4' in a C-1 (Retail Business) District.

Capital Improvement Program:

N/A

Origination:

Texas AquaStore (Owner), Gareb Joseph Tahir (Applicant), and Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:
At the November 18, 2025, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6912
2. Exhibit A
3. Exhibit B
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Notification Sign
8. Elevations
9. Narrative

ORDINANCE NO. 6912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 1422 WEST HOUSTON STREET, CONSISTING OF 0.524 ACRES, BEING PART OF J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; TEXAS AQUASTORE (OWNER); GAREB JOSEPH TAHIR (APPLICANT); AND COPLEY LAND SURVYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1422 West Houston Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow an Automobile Repair, Body Work, or Painting , subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Article 3.04)*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. The existing asphalt on the side of the property adjacent to Houston Street must be removed and replaced with new grass sod as indicated on the Site Plan prior to the issuance of a Certificate of Occupancy.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

Engineering

13. Platting of the property is required prior to any building permits being issued for additions. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
14. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
15. Drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*

Additional Comments:

16. The property shall be developed and used in accordance with all City Ordinances and the Site Plan/Landscape Plan shown in **Exhibit B**.
17. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the **first anniversary of the effective date** identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
18. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than **Gareb Joseph Tahir** is the owner or lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of December 2025.

ADOPTED on this the 15th day of December 2025.

EFFECTIVE DATE on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

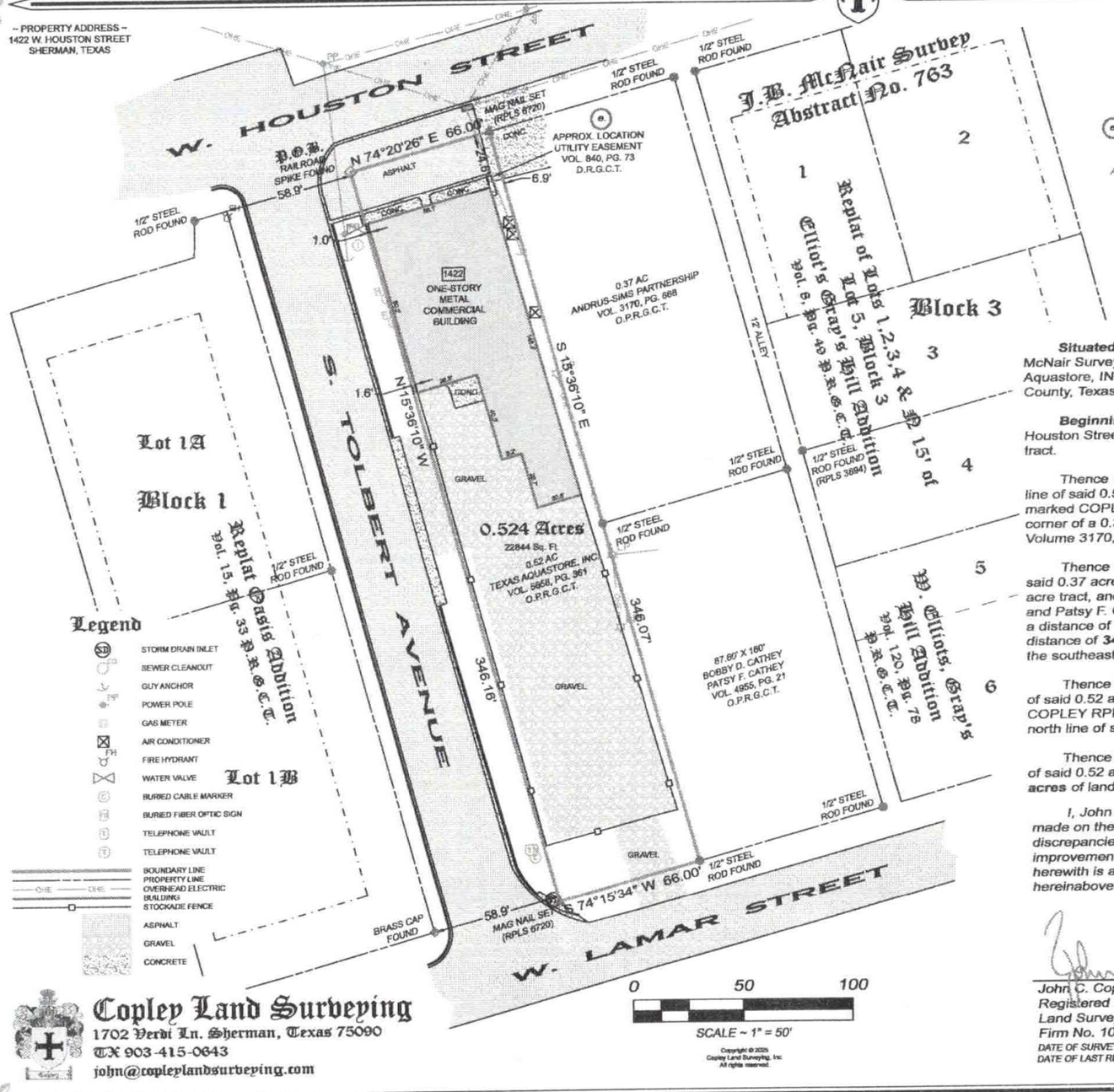
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

CLS Job# 25090320

~ PROPERTY ADDRESS ~
1422 W. HOUSTON STREET
SHERMAN, TEXAS



Legend

- STORM DRAIN INLET
- SEWER CLEANOUT
- GUY ANCHOR
- POWER POLE
- GAS METER
- AIR CONDITIONER
- FIRE HYDRANT
- WATER VALVE
- BURIED CABLE MARKER
- BURIED FIBER OPTIC SIGN
- TELEPHONE VAULT
- TELEPHONE VAULT
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- BUILDING
- STOCKADE FENCE
- ASPHALT
- GRAVEL
- CONCRETE

0 50 100

SCALE ~ 1" = 50'

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

(e) RIGHT OF WAY TO TEXAS POWER & LIGHT COMPANY OF RECORD IN VOLUME 840, PAGE 73, DEED RECORDS, GRAYSON COUNTY, TEXAS. AFFECTS THE SUBJECT TRACT, AS THE DOWN GUY ANCHOR SHOWN

N W E S

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McNair Survey, Abstract No. 763, and being a all of a 0.52 acre tract of land conveyed to Texas Aquastore, INC. by deed of record in Volume 5658, Page 361, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the intersection of the south line of W. Houston Street, and the east line of S. Tolbert Avenue, and the northwest corner of said 0.52 acre tract.

Thence **North 74°20'26" East**, along the south line of said W. Houston Street, and the north line of said 0.52 acre tract, a distance of **66.00 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 for the northeast corner of said 0.52 acre tract and the northwest corner of a 0.37 acre tract of land conveyed to Andrus-Sims Partnership, by deed of record in Volume 3170, page 668, of said Official Public Records;

Thence **South 15°36'10" East**, along the east line of said 0.52 acre tract and the west line of said 0.37 acre tract, passing a 1/2" steel rod found maintaining the southwest corner of said 0.37 acre tract, and the northwest corner of a 87.60' x 160' tract of land conveyed to Bobby D. Cathey and Patsy F. Cathey by deed of record in Volume 4955, Page 21 of said Official Public Records, at a distance of 186.19 feet, continuing along the west line of said 87.60' x 160' tract for a total distance of **346.07 feet** to a 1/2" steel rod found in the north line of W. Lamar Street, maintaining the southeast corner of said 0.52 acre tract and the southwest corner of said 87.60' x 160' tract;

Thence **South 74°15'34" West**, along the north line of said W. Lamar Street and the south line of said 0.52 acre tract, a distance of **66.00 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 for the southwest corner of said 0.52 acre tract and the intersection of the north line of said W. Lamar Street and the east line of said S. Tolbert Street;

Thence **North 15°36'10" West**, along the east line of said S. Tolbert Street and the west line of said 0.52 acre tract, a distance of **346.16 feet** to the **Point-of-Beginning** and containing **0.524 acres** of land.

I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429
DATE OF SURVEY: 9/22/2025
DATE OF LAST REVISION: 9/29/2025

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

Copley Land Surveying
1702 Verdi Ln. Sherman, Texas 75090
TX 903-415-0643
john@copleylandsurveying.com

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Copley Land Surveying, Inc.
All rights reserved.

EXHIBIT B



PROJECT DATA	
1422 W. HOUSTON STREET - SHERMAN, TX	
CURRENT ZONING	C-1
PROPOSED ZONING	C-2
EXISTING STRUCTURE(S) SQ. FT	6,409 SQ. FT.
BUILDING HEIGHT	LESS THAN 35' TALL
REQUIRED PARKING	6
PROPOSED PARKING (REAR)	15
GROSS LOT AREA	22,844 SQ. FT.
IMPERVIOUS AREA	7,300 SQ. FT.
LOT COVERAGE (50% ALLOWABLE)	29%

GENERAL SITE PLAN NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM CLIENT PROVIDED SURVEY.
2. PROPOSED AUTO SHOP WILL NOT PROVIDE "QUICK SERVICE".

PROPOSED SITE PLAN
SCALE 1" = 20'-0"

0 20' 40'

SIAS Drafting & Design
501 Spur 316, # 102
Pottsboro, TX 75076
903-647-6651
siasdraftinganddesign@gmail.com

C1
SHEET



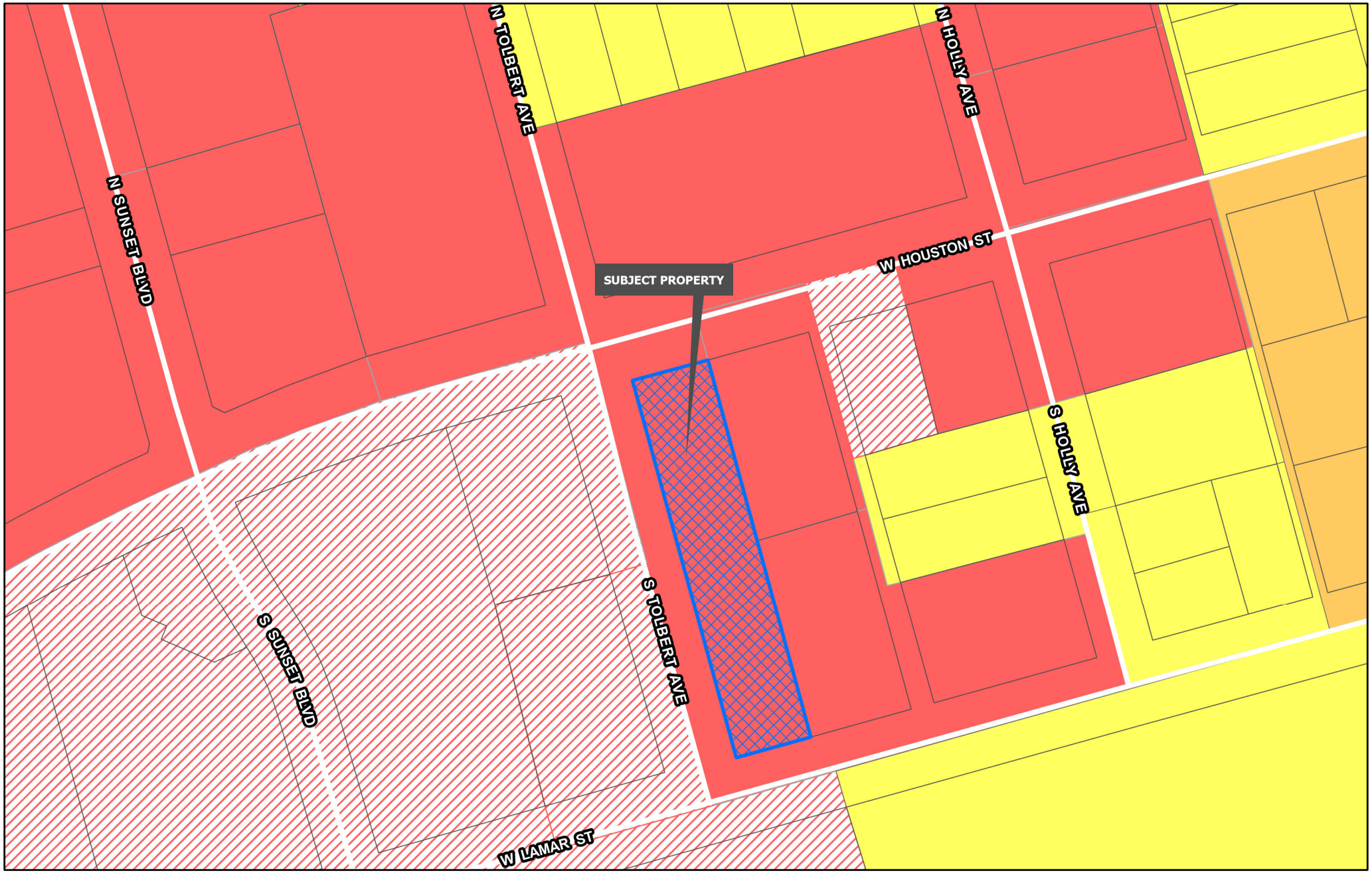
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
1422 W HOUSTON ST

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Date: 11/4/2025 3:51 PM



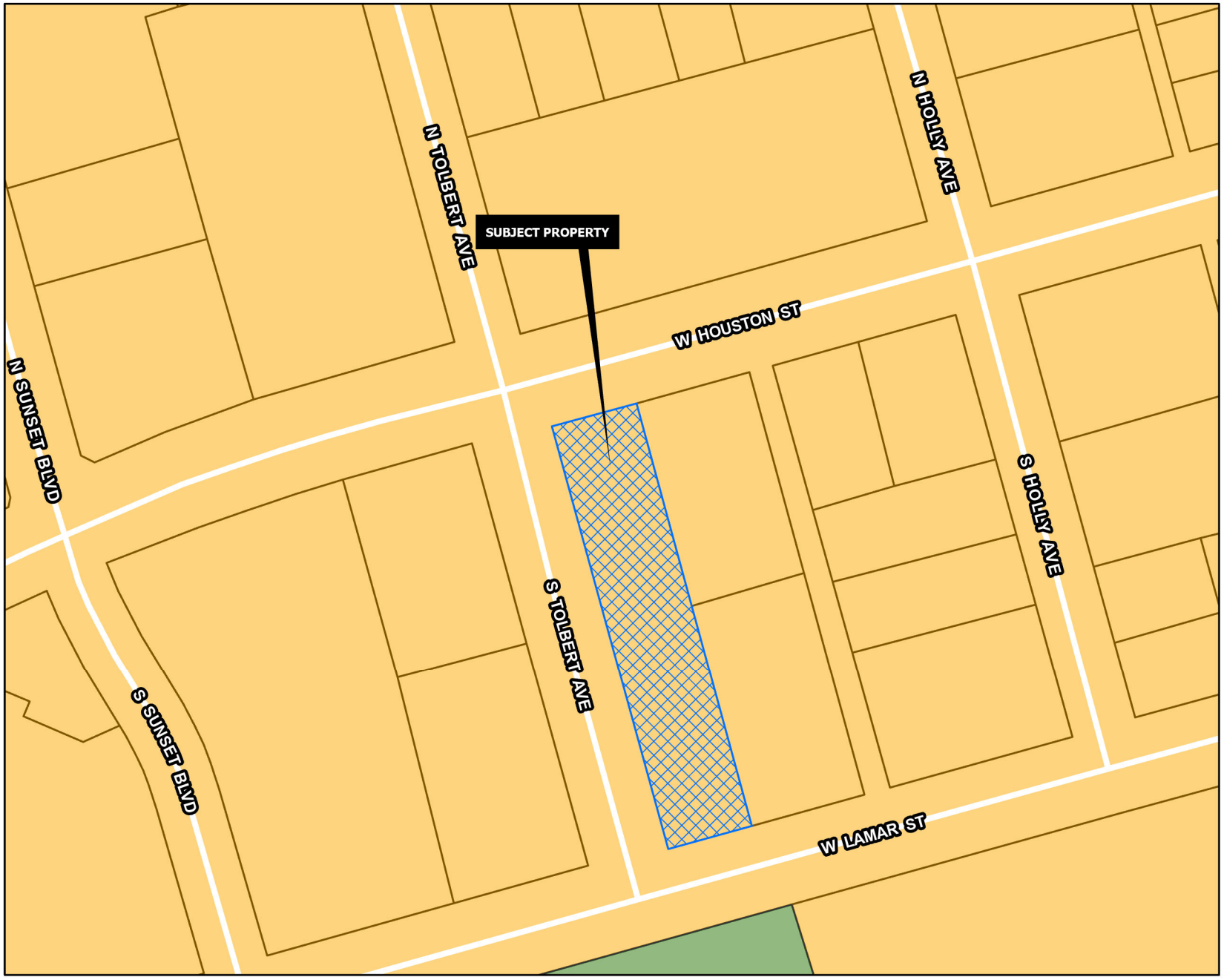
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
1422 W HOUSTON ST

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Date: 11/4/2025 3:51 PM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1422 W HOUSTON ST

N
W E
S

Date: 11/4/2025 3:51 PM


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF REQUESTED VARIANCE
PROJECT #: 000195-2025
Planning & Zoning Map:
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
RESERVED PARKING
STOP


NO
PARKING
Allstate
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
ZONE CHANGE AND
SPECIFIC USE PERMIT
REQUEST
PROJECT #: 000195-2025
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229


ROOFING SOLAR PROS
903.326.6847




NO
PARKING




ROOFING SOLAR PROS





Project Narrative

We are wanting to change the zoning from C1 to C2 to allow general auto repair. We are hoping to expand Sparx Automotive in the existing shop space at 1422 w Houston Street Sherman Texas 75092.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 12/15/2025

Prepared By:

Approved By:

Caption:
Close Public Hearing
Consider adoption of Ordinance No. 6905, 6906, 6907, 6908, 6909, 6910, 6911 & 6912.

Issue:

D. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6905**
Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2026"; Specifying the Terms and Features of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing an Effective Date

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6906**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Secondhand Store Or Rummage Shop In A C-1 (Retail Business) District, Located At 4615 North Travis Street, Consisting Of 7.359 Acres Being Lot One-R, Replat Of Lot One, Block 6 And Lot One, Block 7, Replat Of Blocks 2 Through 9, North Creek Addition, Section One, Block 1, Replat Of North Creek Addition, Section One, Being Part Of The James A Clark Survey, Abstract No. 275 And Being Part Of The J. Jennings Survey, Abstract No. 647, City Of Sherman, Grayson County, Texas Ace Affordable Advantage Storage (Owner), Katie Hargis (Applicant) And Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6907**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Commercial Amusement Centers, Indoor Only In A C-1 (Retail Business) District/Central Business District/Downtown Subdistrict, Located At 124 South Crockett Street Unit B, Consisting Of 0.091 Acres, Being Part Of Lot 6, Block 4, Original Town Plat Addition, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas; Sherman Properties LLC (Owner); Roger William (Bill) Hollomon (Applicant); And Preston Trail Land Surveying, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And an Effective Date

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6908**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In The Blalock Industrial Park PD (Planned Development/Blalock Commercial Overlay District), Located In The 301 Block West FM 1417 (Heritage Parkway), Consisting Of 1.0 Acres, Being Part Of Lot 1, Block 1, Sherman Junction Addition, Being Part Of Preston Kitchen Survey, Abstract No. 667, And The Elizabeth Jones Survey, Abstract No.

625, City Of Sherman, Grayson County, Texas; Sherman Junction Ltd (Owner); Tyler Hendon (Applicant); And David A Minton, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6909**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In A C-2 (General Commercial) District/75 & 82 Overlay District, Located At 600 East Lamberth Road, Consisting Of 5.855 Acres, Being Part Of Lots 6-8, And All Of Lots 4 And 5, Block 4, Of The J.H. Carraway Subdivision, Independence Square Addition, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Remington Sherman Automotive LLC, (Owner); Shane Donohue (Applicant); And Spiars Engineering, (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6910**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.0 Acres Being A Part Of The Elizabeth Jones Survey, Abstract No. 625, City Of Sherman, Grayson County, Texas, Located At 200 South F.M. 1417 (Heritage Parkway), Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District/F.M. 1417 Overlay District Zoning Classification, City Of Sherman (Owner), And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6911**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.524 Acres Being A Part Of The J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located 1422 West Houston Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Texas Aquastore (Owner), Gareb Joseph Tahir (Representative) And Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6912**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile Repair, Body Work, Or Painting In A C-2 (General Commercial) District, Located At 1422 West Houston Street, Consisting Of 0.524 Acres, Being Part Of J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas; Texas Aquastore (Owner); Gareb Joseph Tahir (Applicant); And Copley Land Survying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.2.

Meeting Date: 12/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6891 (Tabled at the November 17, 2025 Regular City Council Meeting)

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1814 Acres Being Lot 5, Block 8, College Park Addition, City Of Sherman, Grayson County, Texas, Located At 820 North Harrison Avenue, Heretofore Zoned R-6 (Single Family Residential) District/College Park Overlay Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Rosalba Gomez (Owner) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.1814 acres of land located at 820 North Harrison Avenue from R-6 (Single Family Residential) District/College Park Overlay District to R-2F (Duplex Residential) District/College Park Overlay District.

Background:

The property is located at 820 North Harrison Avenue. The owner would like to Rezone the property from R-6 (Single Family Residental) District to R-2F (Duplex Residential) District to construct a two unit dwelling. This is an existing house that has been converted to include an upstairs unit.

Capital Improvement Program:

N/A

Origination:

The request of Rosalba Gomez (Owner)

Financial Consideration:

None

Staff Recommendation:

At the October 21, 2025 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6891
2. Exhibit A- Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Notification Sign
7. Project Narrative
8. Elevation
9. Opposition Letter 820 N Harrison Ave.
10. Narrative

ORDINANCE NO. 6891

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.1814 ACRES BEING LOT 5, BLOCK 8, COLLEGE PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 820 NORTH HARRISON AVENUE, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT ZONING CLASSIFICATION, ROSALBA GOMEZ (OWNER) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 820 North Harrison and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F(Duplex Residential) District/College Park Overlay District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 17th day of November 2025.

ADOPTED on this the 17th day of November 2025.

EFFECTIVE DATE on this the 17th day of November 2025.

CITY OF SHERMAN, TEXAS

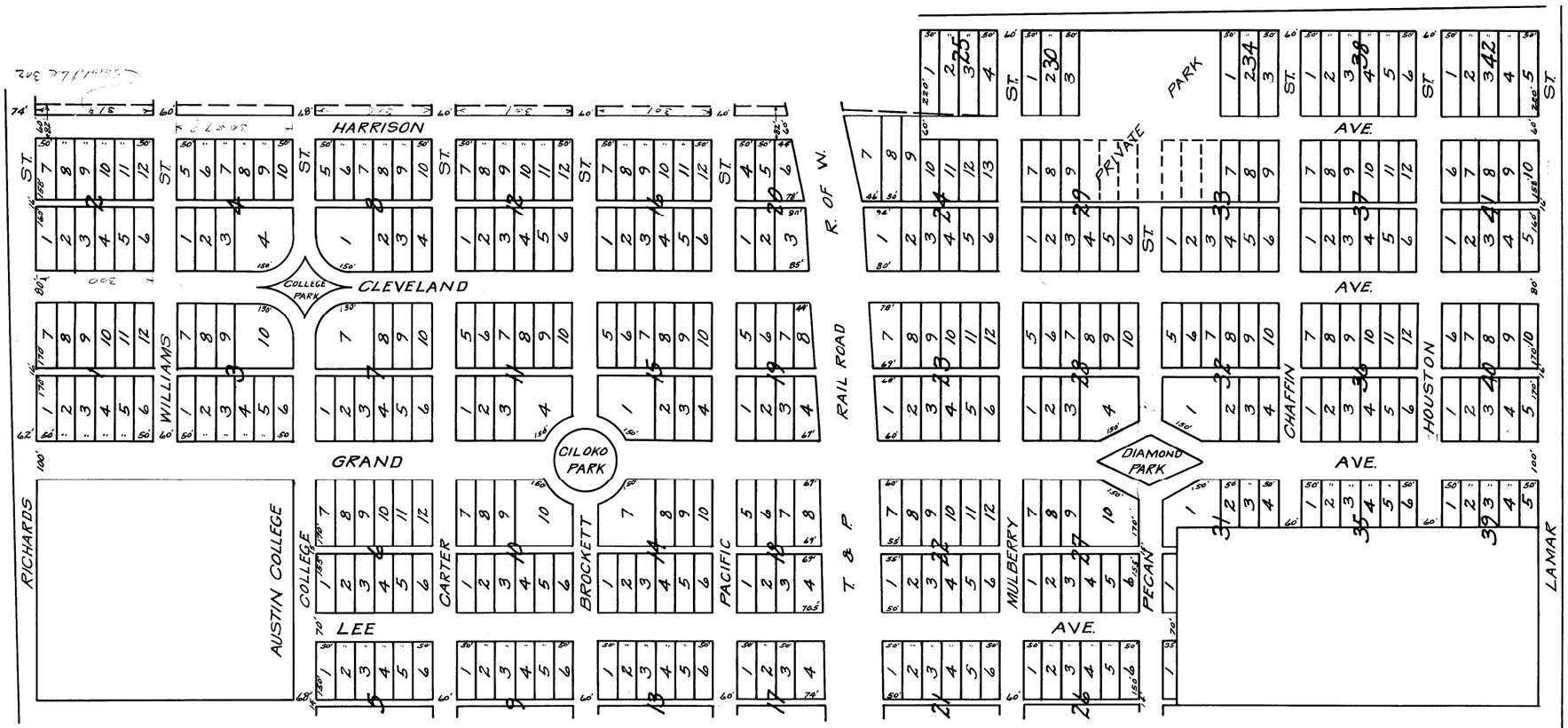
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

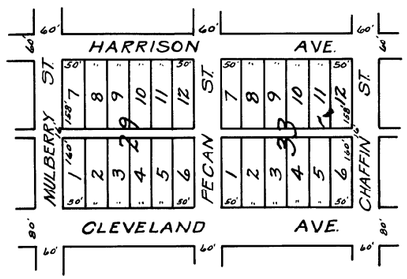
BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

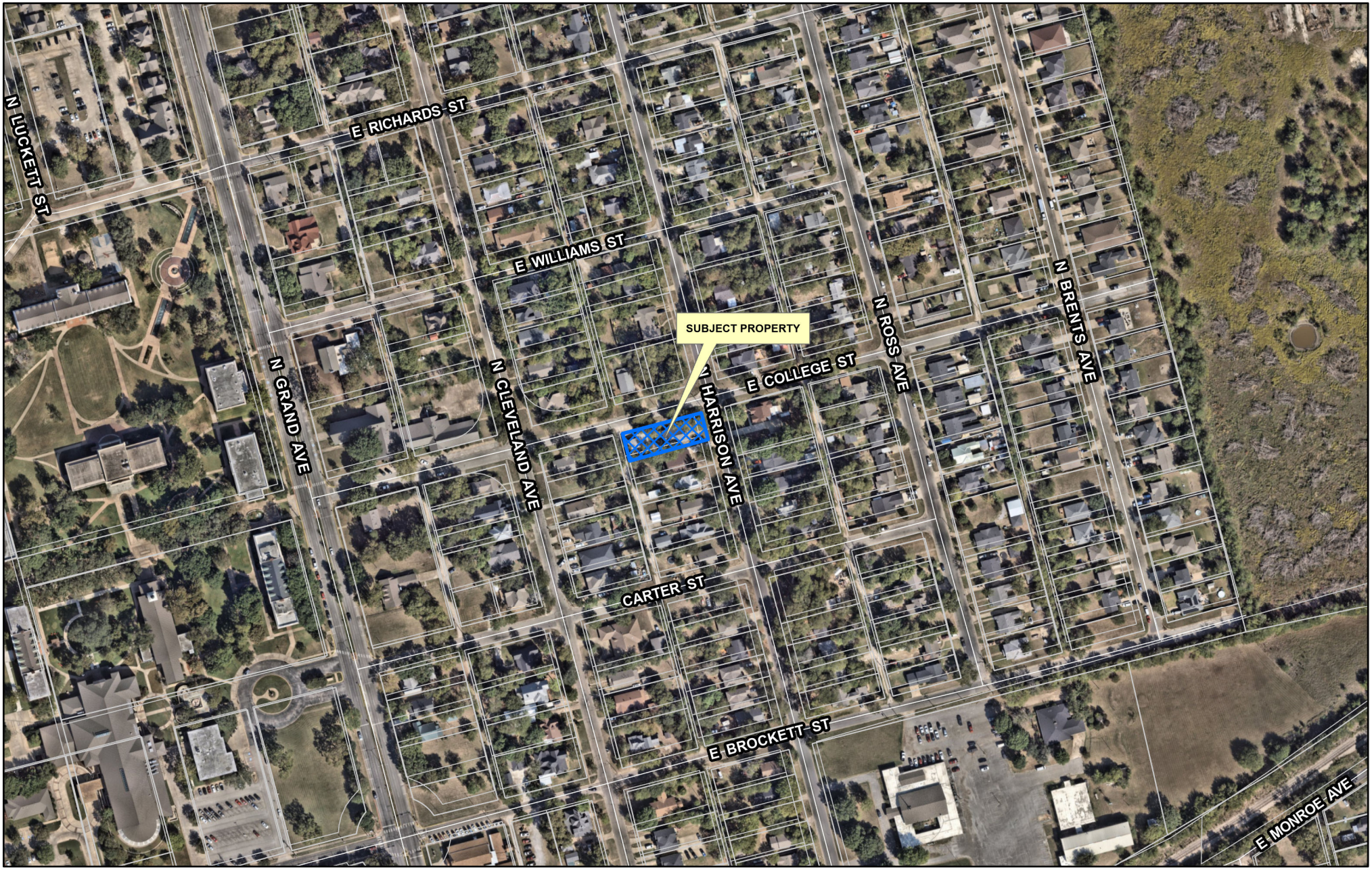


COLLEGE PARK ADDITION
TO
CITY OF SHERMAN
VOL. 81 PAGE 438



SUBDIVISION OF BLOCKS 29 & 33 OF COLLEGE PARK ADD. TO CITY OF SHERMAN VOL. 183 PAGE 281

10082



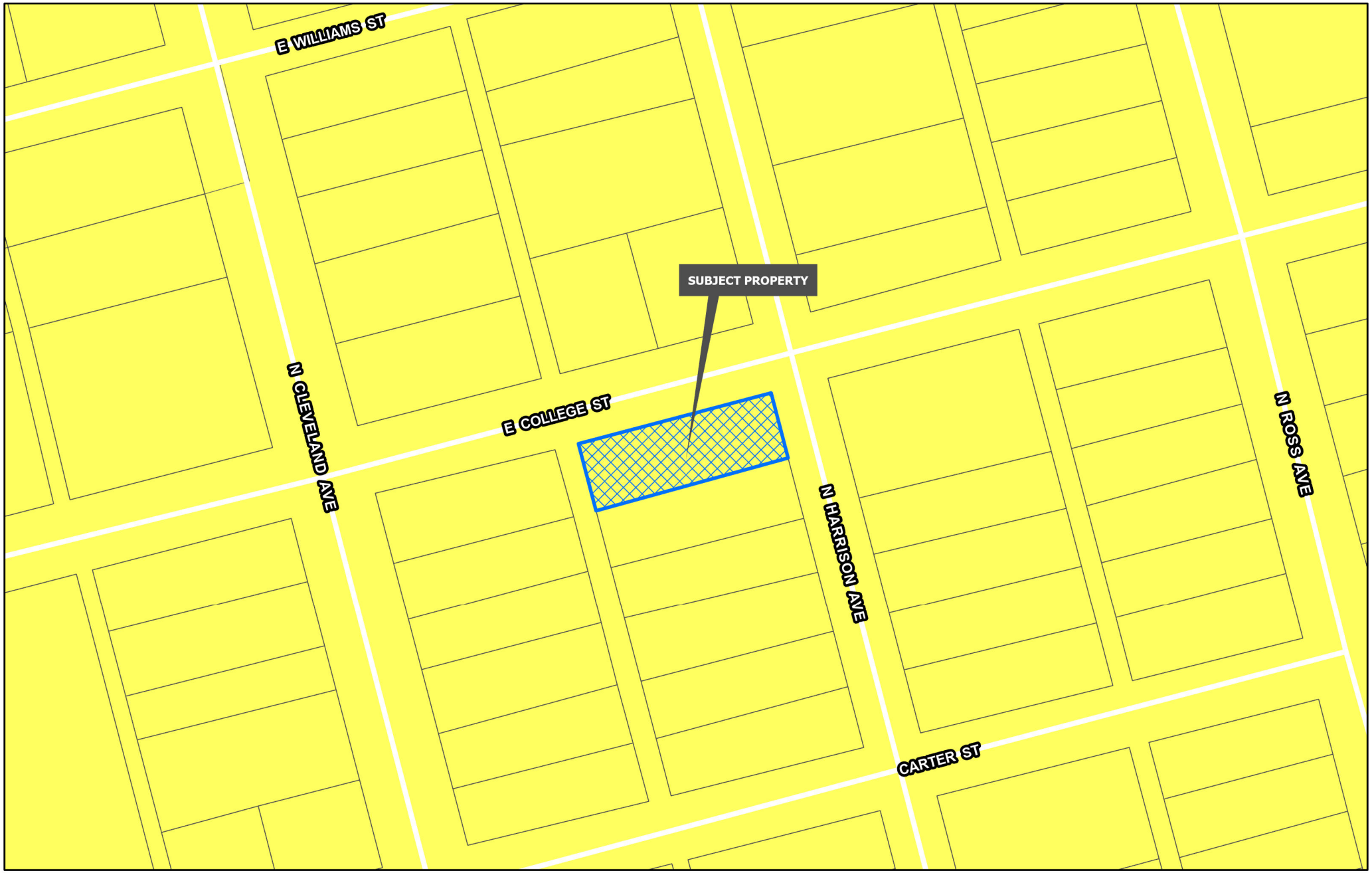
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
820 N HARRISON AVE

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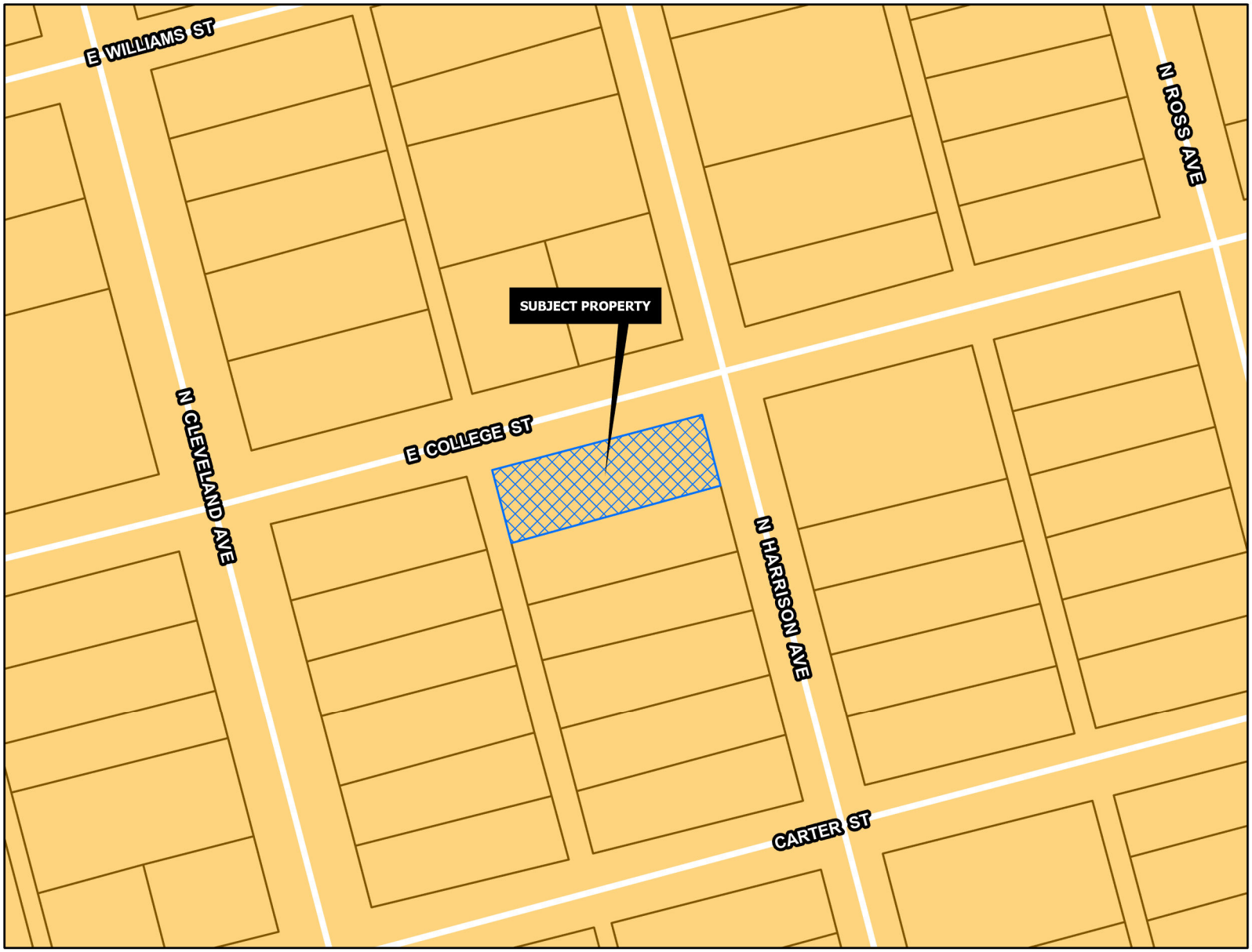
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
820 N HARRISON AVE

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Date: 10/1/2025 9:51 AM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
820 N HARRISON AVE

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Date: 10/1/2025 9:51 AM


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
ZONE CHANGE AND
VARIANCE REQUEST
PROJECT #: 000152-2025
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Rosalba Gomez
607 S Contemporary Dr
Sherman,Tx 75092
(214)-792-0385

To whom this may concern,

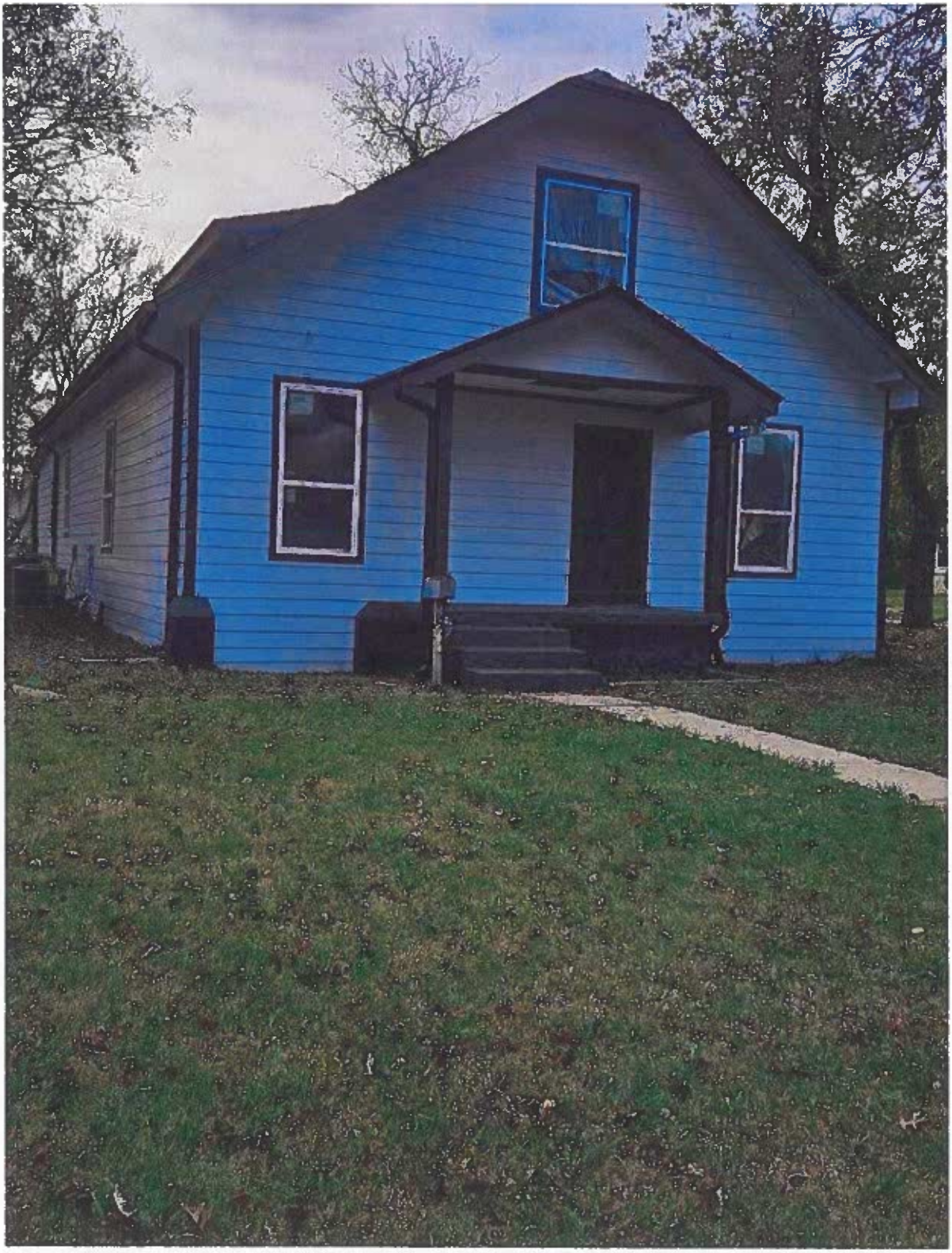
I am writing to formally express our intentions regarding the property located at 820 N Harrison Ave Sherman, Tx 75090. PID- 160368

We are seeking to have the lot rezoned to R-2F with a variance to allow one unit ontop of the other with no common firewall.
In addition, Our plan, upon approval, is to finally complete the project and complete the Certificate Occupancy.

We are committed to ensuring that the renovation aligns with neighborhood aesthetics and city development guidelines.

Thank you for your time and consideration. Please feel free to contact me with any questions or for additional documentation.

Thank you , Rosalba




820




A
B




A
B

I live across the street from this property. I am against rezoning this property from an R-6 to an R-2F (Duplex). This is a very small property and there is no off street parking. The present owner has fixed up this house from a very dilapidated property, and he has already put a duplex there, and he should not have been allowed to do that, but if he is allowed to put another building on the back with another apartment or 2 to replace the building that was torn down, he will have 2 duplexes on a very small lot and no parking. This is a single family neighborhood and should remain as such. Putting all of these units in this neighborhood causes more problems with people and cars. Once you start letting these landlords change the zoning, then the rest of the landlords will be doing the same thing.

Thanks for your consideration
Sandie Kukla

Rosalba Gomez
607 S Contemporary Dr
Sherman,Tx 75092
(214)-792-0385

To whom this may concern,

I am writing to formally express our intentions regarding the property located at 820 N Harrison Ave Sherman, Tx 75090. PID- 160368

We are seeking to have the lot rezoned to R-2F with a variance to allow one unit ontop of the other with no common firewall.
In addition, Our plan, upon approval, is to finally complete the project and complete the Certificate Occupancy.

We are committed to ensuring that the renovation aligns with neighborhood aesthetics and city development guidelines.

Thank you for your time and consideration. Please feel free to contact me with any questions or for additional documentation.

Thank you , Rosalba

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 12/15/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By:

Caption:

Resolution No. 7606

Authorizing the City Manager or His Designee to execute a purchase and sale agreement for the purchase of real property from HBR3CPA, LLC located at 217 W. Pecan Street, Being lot 3 and part of lot 4 of Block 'N' in the Black's Addition, Sherman Texas

Issue:

Authorizing the purchase of real property from HBR3CPA, LLC being locally known as 217 W. Pecan Street

Background:

The property at 217 W. Pecan is on the same block as City Hall. The purchase agreement includes a leaseback agreement to lease the property back to the Seller from the date of closing until May 31, 2026 for the amount of $1. The City plans to acquire property on the block for the future expansion of City facilities.

Capital Improvement Program:

Origination:

City of Sherman

Financial Consideration:

Funding required for this purchase is $523,738.00 and will be funded by CO's.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to authorize acceptance of the conveyance of the subject property.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7606
2. Purchase-Sale-Lease agreement-Rogers
3. Location Map

RESOLUTION NO. 7606

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM HBR3CPA LLC, LOCATED AT 217 W. PECAN STREET, BEING ALL OF LOT 3 AND PART OF LOT 4, BLOCK 'N' IN THE BLACK'S ADDITION, CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Purchase and Sale Agreement for the purchase and acquisition of real property, in the amount of five hundred twenty-three thousand seven hundred thirty-eight and no/100 dollars ($523,738.00), from HBR3CPA LLC, located at 217 W. Pecan Street, being all of Lot 3 and part of Lot 4, Block 'N', in the Black's Addition, Sherman, Grayson County, Texas, and to take any and all other actions necessary to effectuate the same.

SECTION 2. That it is found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

PURCHASE AND SALE AGREEMENT

All of Lot 3 and Part of Lot 4 , Block 'N', Black's Addition City of Sherman, Grayson County, Texas, known as 217 W. Pecan Street

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into among **THE CITY OF SHERMAN, TEXAS**, a home-rule municipality (the "Purchaser") and **HBR3CPA LLC**, a Texas limited liability company (the "Seller").

WHEREAS, defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1
BASIC INFORMATION

Section 1.1 Certain Defined Terms

The following defined terms shall have the meanings set forth below:

A. Purchaser. The City of Sherman, Texas.

B. Closing. The completion of the transaction described in this Agreement.

C. Closing Date. The date that is sixty (60) days after the expiration of the Inspection Period.

D. Cure Period. The period beginning on the date Seller receives Purchaser's Objections and ending on the date that is ten (10) days thereafter.

E. Due Diligence Delivery Date. The date that is ten (10) days after the Effective Date.

F. Earnest Money. FIVE HUNDRED AND 00/100 DOLLARS ($500.00).

G. Earnest Money Delivery Date. The date that is five (5) business days after the fully executed Agreement is delivered to the Title Company.

H. Effective Date. The date on which the fully executed Agreement along with the Earnest Money is receipted by the Title Company, as shown on the Title Company Acceptance Page.

HBR

I. Inspection Period. The period beginning on the Effective Date and ending on the date that is thirty (30) days after the Effective Date.

J. Purchase Price. The sum of FIVE HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED THRITY EIGHT AND 00/100 DOLLARS ($523,738.00).

K. Purchaser's Broker. N/A.

L. Review Period. The period ending five (5) days after Purchaser's receipt of the later of the (i) initial Title Commitment, (ii) Title Documents, and (iii) the Survey.

M. Seller's Broker. N/A

N. Survey Delivery Date. The date that is twenty (20) days after the Effective Date.

O. Title Commitment Delivery Date. The date that is twenty (20) days after the Effective Date.

P. Title Company. Chapin Title Company.

Q. Title Termination Period. The period beginning on the expiration of the Cure Period and ending on the date that is five (5) days after the Cure Period.

Section 1.2 **Closing Costs** Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment	Purchaser
Premium for standard form Title Policy	Purchaser
Premium for endorsements or additional coverage for the Title Policy	Purchaser
Recording Fees	Purchaser
Financing expenses for Purchaser's loan, if any	Purchaser
Escrow Fee charged by Title Company	Evenly split between Purchaser and Seller
Commission to Seller's Broker	Seller
All other Closing costs, expenses, charges and fees customarily paid by purchasers in Grayson County	Purchaser

HBR

All other Closing costs, expenses, charges and fees customarily paid by sellers in Grayson County, including Schedule C Curative Items	Seller

Section 1.3 Notice Addresses

Purchaser: City of Sherman
Attn: Zachary Flores, City Manager
220 Mulberry Street
Sherman, Texas 75454
Telephone: 903-819-7452
Email: zacharyf@cityofsherman.com

with copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069
Telephone: 214-544-4046
Email: rpittman@abernathy-law.com

Seller: HBR3CPA, LLC
Attn: Harold Rogers
217 W. Pecan Street
Sherman, TX 75090
Telephone: 903-815-9451
Email: Harold@rogerscpa.com

Title Company: Chapin Title Company
Attn: Tamara Noyes
620 N. Travis St,
Sherman, TX 75090
Telephone: 903-868-1415
Email: Tamara.noyes@chapintitle.com

ARTICLE 2
PROPERTY

Section 2.1 Property Description

Upon the terms and conditions hereinafter stated, Seller hereby agrees to sell and convey to Purchaser the following (collectively, the "Property"):

A. Land. Good and indefeasible title to land as described in **Exhibit 1**, attached hereto, in Sherman of Grayson County, Texas (the "Land"), together with all benefits, privileges, easements, tenements, hereditaments, rights and appurtenances thereon or pertaining to such Land.

B. Improvements. All buildings, structures, fixtures, and improvements situated on, in, or under the Land, if any ("Improvements"); all benefits, privileges, tenements, hereditaments, rights and appurtenances thereon or pertaining to the Improvements and all easements owned by Seller, if any, which are used or needed in connection with the operation or development of the Land (the Land and the Improvements are herein referenced as the "Real Property").**Personal Property.** All of Seller's right, title, and interest in any personal property owned by Seller, if any, as of the Closing Date that is attached to or located on and used exclusively in connection with the operation, repair, or maintenance of the Real Property, including but not limited to all fixtures, fittings, appliances, apparatuses, equipment, tools, machinery, heating, ventilating, air-conditioning, lighting, plumbing, and electrical fixtures, hot-water heaters, furnaces, heating controls, Agreement rights, claims, systems, and other items of tangible and intangible personal property and replacements, affixed or attached to, situated on, or used exclusively in connection with the Real Property (collectively, "Personal Property").

D. Licenses and Permits. To the extent assignable by Seller to Purchaser, and to the extent any of the following exist and run with the Land, all of Seller's right, title, and interest in and to (i) licenses, permits, certificates of occupancy, or similar documents relating to the Land; (ii) all permits, approvals, licenses, water and sewer capacity commitments, all engineering and architectural plans; and (iii) all plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Land (collectively, "Licenses and Permits").

Section 2.2 Legal Description

The legal description of the Land set forth in the final Survey certified to the Purchaser and Title Company shall be substituted for **Exhibit 1** at a later date as the description of the Property to be conveyed hereunder and shall become part of this Agreement.

ARTICLE 3
PURCHASE PRICE

Purchaser agrees to purchase the Property at the Purchase Price and upon the terms set forth herein. At Closing, Purchaser shall deliver to Seller the Purchase Price in cash or other immediate funds. The parties acknowledge and agree that the Purchase Price includes payment in full to Seller for all relocation benefits and/or assistance under the Texas Property Code and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A. 4601, *et seq.*, including but limited to any payments available for expenses actually incurred in relocating and reestablishing a residence at a replacement site, actual moving and related expenses, and costs involved in investigating potential replacement sites and the time of the residence owner, based on salary or earnings, required to apply for licenses or permits, zoning changes, and attendance at zoning hearings, necessary attorney fees required to obtain such licenses or permits, and time spent in negotiating the purchase of a replacement residence site.

ARTICLE 4
EARNEST MONEY

On or before the Earnest Money Delivery Date, Purchaser shall deposit the Earnest Money in the form of a check or wire transfer with the Title Company in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Agreement. If Purchaser fails to timely deposit the

Earnest Money, Seller may terminate this Agreement at any time before Purchaser deposits the Earnest Money with the Title Company, and upon such election, this Agreement shall terminate. Purchaser agrees that One Hundred and No/100 Dollars ($100.00) of the Earnest Money is given as consideration for this Agreement (the "Independent Consideration"), which Independent Consideration shall be applied to the Purchase Price at Closing, but shall not be returned to Purchaser in the event the Earnest Money is otherwise returned to the Purchaser pursuant to the terms of this Agreement. The Earnest Money shall be credited to the Purchase Price at Closing.

ARTICLE 5
DUE DILIGENCE AND CONTINGENCIES

Section 5.1 Survey and Title Review

A. Survey. If there is an existing survey of the Property, Seller, at its sole cost and expense, shall deliver to Purchaser a copy of such survey (the "Survey") on or before the Survey Delivery Date. If a new or updated survey of the Property is required, then such new or updated survey shall be obtained by Purchaser at Purchaser's expense and shall be prepared by a registered land surveyor in conformity with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS in 2011 (or such local equivalent as may exist with respect to the Property), in conformity with such standards as are required by the Title Company as a condition to the removal of the survey exception from the Title Commitment, and certified to Purchaser, the Title Company and such other parties as Purchaser shall designate by written notice to Seller. Purchaser must review and approve any Survey prepared by or for Purchaser as a condition of Purchaser's obligations at Closing.

B. Title Commitment. On or before the Title Commitment Delivery Date, Seller shall deliver or cause to be delivered to Purchaser (i) a title commitment (the "Title Commitment") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "Title Policy") on the standard form prescribed by the Texas State Board of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions as defined below, and (ii) the following documents (collectively, the "Title Documents"): (1) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment, and (2) a current tax certificate.

C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of Section 50.301, Texas Water Code, then Seller shall give to Purchaser as part of the Title Documents the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code. If the Property is subject to mandatory membership in a property owner's association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property.

D. Review and Cure Period. During the Review Period, Purchaser shall have the opportunity to review the Survey, the Title Commitment, and the Title Documents. If Purchaser

has any objections to the Survey, Title Commitment or Title Documents, Purchaser may deliver such objections to Seller in writing within the Review Period (collectively, "Objections"). Purchaser's failure to provide Objections to Seller prior to the expiration of the Review Period shall be a waiver of Purchaser's right to object, and any item to which Purchaser does not include in its Objections on or before to the expiration of the Review Period shall also be deemed a "Permitted Exception." Items that the Title Company identifies as to be released at Closing will be deemed Objections by Purchaser and shall not be Permitted Exceptions. If Purchaser provides Seller with any Objections, Seller may, but is not obligated to attempt to satisfy the Objections within the Cure Period.

E. Failure or Refusal to Cure. If Seller cannot satisfy or chooses not to satisfy Purchaser's Objections within the Cure Period, then Purchaser may terminate this Agreement by delivering a written notice to Seller within the Title Termination Period. If Purchaser terminates this Agreement, the Earnest Money shall be immediately returned to Purchaser and thereafter neither party shall have any rights or obligations under this Agreement (except for those which may expressly survive the termination of this Agreement). If Purchaser does not terminate this Agreement, then Purchaser shall be deemed to have waived any uncured Objections, except for those Objections Seller has agreed to cure, and must accept such title as Seller is able to convey as of Closing, subject to the other terms and provisions of this Agreement. Notwithstanding the foregoing, at or prior to Closing, Seller shall discharge or cause to be discharged all: (i) matters set forth on Schedule C of the Title Commitment; (ii) exceptions to title created after the Effective Date without the written consent of Purchaser; and (iii) judgments, liens and mortgages affecting the Property, and same shall not constitute Permitted Exceptions.

Section 5.2 Due Diligence

On or prior to the Due Diligence Delivery Date, Seller shall deliver to Purchaser copies of all engineering investigations, soils reports, feasibility reports, tests, environmental studies, license agreements, management agreements, and other information related to the Property in Seller's possession or control. Notwithstanding Seller's delivery of the above described studies, tests and other due diligence material, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, and that all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such information; provided, however, that Seller confirms that Seller has no current actual knowledge of any material inaccuracies or errors in any such due diligence materials. Further, as a condition to Seller's delivery of any due diligence materials to Purchaser, Purchaser expressly acknowledges the foregoing in its acceptance of such due diligence items from Seller, and agrees to waive any and all claims against Seller for any cause of action arising from Purchaser's reliance on such Seller furnished due diligence materials.

Section 5.3 Inspection Period

A. Purchaser's Right to Inspect the Property. Prior to the expiration of the Inspection Period, Purchaser shall have the right to inspect the Property and determine if the same is suitable for Purchaser's intended use. If Purchaser notifies Seller in writing on or before 11:59

p.m. on the last day of the Inspection Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Agreement shall terminate and the Earnest Money heretofore delivered by Purchaser to Title Company shall be returned to Purchaser; provided, however, the Independent Consideration shall not be returned to Purchaser. If Purchaser fails to so notify Seller in writing prior to the expiration of the Inspection Period of Purchaser's election to terminate this Agreement, this Agreement shall continue in full force and effect. Seller hereby grants to Purchaser during the Inspection Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary.

B. Indemnification for Inspection. To the extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of the entry upon or testing of the Property and provided further that in the event Purchaser does not return the Property to its condition prior to Purchaser's activities, Purchaser shall be responsible for all damages occasioned to the Property arising out of the entry upon or testing of the Property, and this indemnity and covenant will survive the Closing or termination of this Agreement for a period of twelve (12) months. Notwithstanding the foregoing or anything contained herein to the contrary, Purchaser shall have no obligation to indemnify Seller for any claim, action or cause of action which is caused, in whole or in part, by Seller's grossly negligent act or omission or to the extent caused by the willful misconduct of Seller, nor shall Purchaser be required to indemnify Seller with respect to Purchaser's discovery or disturbance of any preexisting matter on or with respect to the Property existing prior to entry on the Property by Purchaser or Purchaser's agents, independent contractors, servants, or employees, including, but not limited to, any hazardous material or dangerous condition.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

Section 6.1 Seller's Representation and Warranties

Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing as follows:

A. Title. Seller has the right to convey and will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, unrecorded easements, security interests and other encumbrances except only to the Permitted Exceptions.

B. Licenses. There are no parties in possession of any portion of the Property as licensees, tenants at sufferance or trespassers except for those disclosed, and delivered to Seller as part of the due diligence materials.

C. Negative Covenants. Seller shall not further encumber any of the Property or allow an encumbrance upon the title to any of the Property without the written consent of Purchaser.

D. Liens and Debts. There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the

Property prior to Closing, which will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, if any, including, but not limited to, taxes, leasing commissions, salaries, and similar agreements, have been paid or will be paid prior to Closing. Except for obligations for which provisions are made in this Agreement for prorating at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing.

E. Litigation. To Seller's knowledge, there is no pending or threatened litigation, condemnation, or assessment affecting any of the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting any of Property which is threatened or instituted after the Effective Date.

F. Operation of the Property. After the Effective Date through the Closing Date, Seller shall maintain the Property in the same condition and in the same manner as existed on the Effective Date, except for ordinary wear and tear and any casualty loss.

G. Patriot Act. To the extent applicable to Seller, Seller has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Seller. To the best of Seller's knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

H. Organization and Authority. The execution and delivery of this Agreement by those executing this Agreement on Seller's behalf and Seller's performance of this Agreement has been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Seller or the Property is subject.

I. No Prohibitions. Neither Seller, nor any employee executing this Agreement on behalf of Seller is prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Seller or the Property.

J. Compliance with Laws. To the best of Seller's current actual knowledge, neither the Property, nor Seller are currently subject to (i) any existing, pending or threatened investigation or inquiry by any governmental authority or (ii) any remedial obligations, under any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction or zoning ordinance or classification affecting the Property, including, without limitation, all applicable building codes, fire codes, health codes, water codes, flood disaster laws and health and Environmental Laws and regulations (hereinafter sometimes collectively called the "Applicable Laws"). Seller has received no notice from any municipal, state, federal or other governmental authority of any violation of any Applicable Laws issued in respect of the Property which has not been heretofore corrected, and no such violation exists.

K. "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, ABSENCE OF LATENT DEFECTS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR SELLER'S REPRESENTATIVES. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. FURTHER, PURCHASER HEREBY ACKNOWLEDGES TO SELLER THAT PURCHASER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. THE TERMS AND CONDITIONS OF THIS PARAGRAPH

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SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN.

Section 6.2 Purchaser's Representations and Warranties

Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing as follows:

A. Organization and Authority. Purchaser is a home-rule municipality validly existing under the laws of the State of Texas. The execution and delivery of this Agreement by those executing this Agreement on Purchaser's behalf and Purchaser's performance of this Agreement has been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Purchaser is subject. If Purchaser assigns this Agreement to an allowed third party, such entity shall be duly organized, validly existing and in good standing under the laws of the State of Texas and have all the requisite power and authority to enter into, deliver and perform this Agreement.

B. Litigation. To Purchaser's knowledge, there is no pending or threatened litigation affecting Purchaser that would materially impact the transaction described in this Agreement. Purchaser shall promptly advise Seller of any litigation affecting Purchaser and its ability to consummate the transaction contemplated herein which is threatened or instituted after the Effective Date.

C. Patriot Act. To the extent applicable to Purchaser, Purchaser has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Purchaser. To the best of Purchaser's knowledge, Purchaser is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

D. No Prohibitions. Neither Purchaser, nor any employee executing this Agreement on behalf of Purchaser is prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Purchaser.

Section 6.3 Knowledge

A. Seller's Knowledge. For purposes of this Agreement and any closing document, whenever the phrase "to Seller's actual knowledge," "to Seller's knowledge," "the knowledge of Seller," or "to the best of Seller's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Harold Rogers at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individual is acting for and on behalf of Seller and in a capacity as an officer or representative of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Purchaser waives any right to sue or seek any personal judgment or claim against such individual.

B. Purchaser's Knowledge. For purposes of this Agreement and any closing document, whenever the phrase "to Purchaser's actual knowledge," "to Purchaser's knowledge," "the knowledge of Purchaser," or "to the best of Purchaser's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Zachary Flores, at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individual is acting for and on behalf of Purchaser and in a capacity as an officer or representative of Purchaser and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Seller waives any right to sue or seek any personal judgment or claim against such individual.

Section 6.4 Remedies

If either party discovers prior to Closing that any of the other party's representations or warranties have been misrepresented or are inaccurate, such discovering party may notify the party with deficient representations and/or warranties in writing, and the deficient party may attempt to correct or remedy the misrepresentation or inaccuracy. If the misrepresentation or inaccuracy is not remedied prior to Closing, upon written notice to the deficient party, the discovering party may: (i) proceed to Closing without waiving any claim for breach of warranty or misrepresentation; (ii) delay Closing until ten (10) days after the misrepresentation or inaccuracy is remedied; or (iii) exercise any remedies available for default by the deficient party under this Agreement.

Section 6.5 Non-Conformance

Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations or permitted uses of the Property. Purchaser acknowledges that the current use of the Property or any improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, requirements of the Americans with Disabilities Act, wetlands restrictions and other matters may have a significant economic impact upon Purchaser's intended use of the Property. Purchaser is not relying upon any warranties or

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representations of Seller concerning the permitted uses of the Property or with respect to any nonconformance of the Property.

ARTICLE 7
CLOSING

Section 7.1 Closing Date

The Closing shall occur on or before the Closing Date. Seller shall deliver possession of the Property at Closing.

Section 7.2 Seller's Closing Documents

At the Closing, Seller shall deliver the following to Purchaser:

A. A duly executed Special Warranty Deed (the "Deed"), in the form attached hereto as **Exhibit A**, conveying the Property to Purchaser in fee simple, subject only to the Permitted Exceptions;

B. The Title Policy issued by the underwriter for the Title Company pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of Closing, and with the survey exception deleted except as to "shortages in area;"

C. A FIRPTA certificate, duly executed and acknowledged by Seller;

D. A general assignment assigning to Purchaser all of Seller's interest in any Licenses and Permits;

E. An assignment to Purchaser of Seller's interest in any Leases;

F. Evidence of Seller's authority and capacity to close this transaction; and

G. All other documents reasonably required by the Title Company from Seller to close this transaction.

H. The duly executed Lease described in Section 12.1 below

Section 7.3 Purchaser's Closing Documents

At the Closing, Purchaser shall deliver the following to Seller:

A. The Purchase Price;

B. Evidence of Purchaser's authority and capacity to close this transaction;

C. The duly executed Lease described in Section 12.1 below;

D. All other documents reasonably required by the Title Company from Purchaser to close this transaction.

Section 7.4 Closing Costs

Each party shall pay its respective costs associated with the Closing in accordance with Section 1.2 above.

Section 7.5 Ad Valorem Taxes

All state, county, and municipal taxes for the then current year relating to the Property shall be prorated as of the Closing Date and, in accordance with the provisions of Section 26.11 of the Texas Tax Code, the Title Company shall collect from Seller its portion of such taxes and remit the same to the appropriate taxing jurisdictions. This provision shall survive the Closing.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

ARTICLE 8
CASUALTY LOSS; CONDEMNATION.

All risk of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, any portion of the Property is damaged or destroyed by fire or other casualty, or subject to a condemnation or taking or the threat of a condemnation or taking, Purchaser may either terminate this Agreement by delivering a written termination notice to Seller or elect to close. If the transaction is to proceed to Closing, there shall be no reduction in the Purchase Price, but Seller shall assign to Purchaser all of Seller's right and interest in any insurance proceeds and/or condemnation awards, as applicable, plus an amount equal to any insurance deductible.

ARTICLE 9
DEFAULT

Section 9.1 Purchaser's Remedies

If Seller fails to perform its obligations under this Agreement for any reason except Purchaser's default, which continues for more than ten (10) days following delivery of written notice of such default from Purchaser to Seller, then Seller shall be in default and Purchaser may elect to (i) terminate this Agreement and receive the Earnest Money, or (ii) pursue the remedy of specific performance.

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Section 9.2 Seller's Remedies

If Purchaser fails to perform its obligations under this Agreement for any reason except Seller's default, which continues for more than ten (10) days following delivery of written notice of such default from Seller to Purchaser, then Purchaser shall be in default, and Seller may terminate this Agreement and receive the Earnest Money, as Seller's sole and exclusive remedies.

ARTICLE 10
REAL ESTATE COMMISSIONS

If and only if, as and when this transaction is closed, Seller shall pay a commission to Seller's Broker in an amount set forth in a separate agreement between Seller and Seller's Broker (the "Commission"). The Commission shall be payable at Closing, if, as and when Closing occurs and the transaction is funded. It is expressly understood, acknowledged and agreed that Seller's Broker's right to such Commission shall vest only upon the actual Closing and funding of this Agreement and no Commission shall be earned, due or owing in the event the purchase and sale transaction contemplated herein shall fail to close for any reason whatsoever including, but not limited to, the default of either Seller or Purchaser. In no event whatsoever shall any Seller's Broker be entitled to receive any portion of the Earnest Money. Each party hereto represents to the other that, except as set forth above with respect to Seller's Broker, it has not authorized any other broker or finder to act on its behalf in connection with the sale and purchase transaction contemplated hereby and that it has not dealt with any broker or finder purporting to act for any other party. Each party hereto agrees, to the extent permitted by law, to indemnify and hold harmless the other party from and against any and all liabilities, costs, damages and expenses of any kind or character arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transactions covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by such party or on its behalf, which indemnity shall expressly survive any termination or Closing of this Agreement.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.1 Notices

All notices and other communications required or permitted under this Agreement must be in writing and shall be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) the date and time of transmission if delivered by email; or (iii) three (3) business days after deposit in the United States Mail as required below. Notices delivered by mail must be deposited with the U.S. Postal Service and sent by certified mail return receipt requested with postage prepaid, and properly addressed to the intended recipient at the address set forth below. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above.

Section 11.2 Forms and Construction

This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings.

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Seller and Purchaser hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

Section 11.3 Attorney's Fees

The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non-prevailing party's court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

Section 11.4 Assignment

Purchaser may not assign this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Purchaser without the consent of Seller, on the condition that the assignee expressly assumes all of the obligations of Purchaser hereunder in a written agreement, and such written agreement is delivered to Seller prior to the Closing Date. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devises of the parties.

Section 11.5 Integration

This Agreement contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement of the parties hereto. The parties agree that there are no oral or signed agreements, understandings, representations or warranties made by the parties which are not expressly set forth herein.

Section 11.6 Survival

Any warranty, representation, covenant, condition or obligation contained in this Agreement not otherwise consummated at the Closing will survive the Closing of this transaction for a period of one (1) year.

Section 11.7 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

Section 11.8 Time for Performance

Time is of the essence under each provision of this Agreement. If any date of performance hereunder falls upon a Saturday, Sunday or recognized holiday, such date will be deemed moved forward to the next day which is not a Saturday, Sunday or recognized holiday.

Section 11.9 Business Day

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The term "business day" shall mean days elapsed exclusive of Saturday, Sunday or recognized holidays.

Section 11.10 Governing Law

This Agreement shall be construed under and governed by the laws of the State of Texas, and unless otherwise provided herein, all obligations of the parties created under this Agreement are to be performed in the county where the Property is located.

Section 11.11 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

Section 11.12 Counterparts

This Agreement may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement. Executed documents transmitted electronically shall be considered originals.

Section 11.13 Gender; Number

Unless the context requires otherwise, all pronouns used in this Agreement shall be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.

Section 11.14 Immunity

It is expressly understood and agreed that, in the execution and performance of this Agreement, Purchaser has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

Section 11.15 Further Assurances

The parties each agree that at any time, or from time to time, after the execution of this Agreement each party will, upon the request of the other party hereto, execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect fully the purposes of this Agreement.

Section 11.16 Certifications Required by Texas Law

In accordance with Chapter 2270 of the Texas Government Code, Seller hereby certifies that Seller (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract

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with Purchaser, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Seller hereby certifies that Seller does not boycott energy companies and will not boycott energy companies during the term of any contract with Purchaser, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Seller hereby certifies that Seller does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with Purchaser, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Seller hereby certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

ARTICLE 12
ADDITIONAL PROVISIONS

Section 12.1 Leaseback. Purchaser and Seller shall execute a lease agreement at Closing whereby Purchaser shall lease to Seller the Property described in **Exhibit A**, attached hereto, but to be confirmed and approved by the parties in a new survey, ending on May 31, 2026 commencing on the date of Closing (the "Lease"), under the terms and conditions set forth below and in the mutually agreed lease agreement:

A. The form of the mutually agreed lease agreement is attached hereto as **Exhibit B**.

B. During the term of the Lease, the rental amount shall be ONE DOLLAR ($1.00) per month.

C. Seller shall be responsible for payment of all water, sewer, electric and other utility costs. Seller shall be responsible for personal property taxes and assessments imposed on the trade fixtures, appliances and other personal property placed by Seller on the Property subject to the Lease.

D. Seller shall maintain all portions of the Property subject to the Lease and will keep the Property subject to the Lease reasonably clean and free from waste. Seller shall not be permitted to make alterations to the Property subject to the Lease without the prior written approval of Purchaser. Seller shall maintain fire and extended coverage and liability insurance in with limits of not less than FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($500,000.00) combined single limit, per occurrence and per annum, for injury or death to persons or damage to property, naming Purchaser as an additional insured and containing a waiver of subrogation in favor of Purchaser.

E. With written notice to Purchaser at any time during the Lease and for any reason, Seller may terminate the Lease.

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F. Upon the expiration or termination of the Lease, Seller shall remove all personal property from the Property at Seller's expense.

EXECUTED on the dates stated below, but to be **EFFECTIVE** on the Effective Date defined herein.

Date:_____

PURCHASER:
CITY OF SHERMAN, TEXAS,
a home-rule municipality

By:_____
Zachary Flores, City Manager

SELLER:
HBR3CPA LLC,
a Texas limited liability company

Date: December 3, 2025

By: Harold B Rogers III
Harold B. Rogers III, Member

TITLE COMPANY ACCEPTANCE

The Title Company acknowledges receipt of the executed Agreement and Earnest Money on _____, 2025, at _____(a.m./p.m.) and has accepted the Earnest Money subject to the terms and conditions set forth in this Agreement.

TITLE COMPANY:

CHAPIN TITLE COMPANY

By: _____
Name: _____
Title: _____

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EXHIBIT "A"
FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 2025

Grantor: **HBR3CPA LLC**, a Texas limited liability company

Grantor's Mailing Address: _____
_____

Grantee: **CITY OF SHERMAN, TEXAS**, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

__ ± acre of land, situated in the _____ Survey, Abstract No. ___, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

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Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit 2, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

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

When the context requires, singular nouns and pronouns include the plural.

[*Signature pages follow.*]

HBR

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2025.

HBR3CPA LLC,
a Texas limited liability company

By: _____
Harold B. Rogers III, member

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **HAROLD B. ROGERS III**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is a member and duly authorized representative of **HBR3CPA LLC,** a Texas limited liability company, that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2025.

_____
Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Zachary Flores, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ZACHARY FLORES**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2025.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Teri Fine, City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Ryan D. Pittman, City Attorney

EXHIBIT 1
Legal Description of the Property

Being Lot Three (3) and the east forty-five feet (45 ft.) of Lot Four (4) in BLOCK 'N' of BLACK'S ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 53, Page 74, Deed Records, Grayson County, Texas

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EXHIBIT 2
The Permitted Exceptions

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EXHIBIT "B"
FORM OF LEASE AGREEMENT

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Lessor"), and HBR3CPA LLC, a Texas limited liability company ("Lessee"), to be effective as of the ____ day of _____, 202___ (the "Effective Date").

1. PREMISES AND TERM. In consideration of the mutual obligations of Lessor and Lessee set forth herein, Lessor leases to Lessee, and Lessee hereby takes from Lessor that certain tract or parcel of land situated within Grayson County, Texas, more particularly described in Exhibit A, together with all rights, privileges, easements, appurtenances, and amenities belonging to or in any way pertaining to such land (the "Premises"), which are also described in that certain Purchase and Sale Agreement by and between Lessor and Lessee dated _____ (the "Purchase Contract"), to have and to hold, subject to the terms, covenants and conditions in this Lease. The term of this Lease shall commence on the Commencement Date set forth below and shall end on May 31, 2026 (the "Term"), unless sooner terminated in accordance with the terms of this Lease or unless Lessee provides written notice of extension to Lessor before the end of the Term, in which case the Term shall be automatically extended for one (1) additional month.

A. Commencement Date. The Commencement Date will be the date on which the closing of the sale to Lessor of the Premises pursuant to the Purchase Contract (the "Commencement Date").

B. AS-IS Condition Accepted by Lessee. LESSEE ACKNOWLEDGES THAT: (I) LESSOR HAS NOT OCCUPIED THE PREMISES; (II) LESSEE HAS SOLD THE PREMISES TO LESSOR PURSUANT TO THE PURCHASE CONTRACT; (III) AT THE TIME OF SUCH SALE AND FOR YEARS PRIOR TO SUCH SALE, LESSEE HAS OWNED AND OCCUPIED THE PREMISES AND THEREFORE IS VERY FAMILIAR WITH THE PREMISES AND HAS INSPECTED AND ACCEPTS THE PREMISES IN ITS CURRENT CONDITION AS-IS, WITH ALL FAULTS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY LESSOR OF ANY KIND OR NATURE; (IV) LESSEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS (AS DEFINED HEREIN) MAY EXIST ON THE PROPERTY AND HEREBY RELEASES AND SHALL DEFEND AND INDEMNIFY LESSOR FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES (COLLECTIVELY, THE "CLAIMS") WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PREMISES; (V) LESSEE HAS DETERMINED THAT THE PREMISES AND ANY BUILDINGS AND IMPROVEMENTS COMPRISING OR CONTAINING THE SAME ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LEASED; AND (VI) NO REPRESENTATION AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO MAINTAIN, ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LESSOR. UPON REQUEST BY LESSOR, LESSEE SHALL EXECUTE AND DELIVER TO LESSOR A LETTER OF ACCEPTANCE OF DELIVERY OF THE PREMISES. LESSOR SHALL NOT HAVE (AND LESSEE WAIVES) ANY OBLIGATION TO DISCLOSE FACTS REGARDING THE PREMISES (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION AFFECTING THE PREMISES), REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY THE LESSEE.

C. AS USED HEREIN, THE TERM "ENVIRONMENTAL CONDITION" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PREMISES WHICH COULD OR DOES RESULT IN ANY CLAIM AGAINST THE OWNER OF THE PREMISES BY ANY THIRD

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PARTY (INCLUDING ANY GOVERNMENTAL ENTITY) UNDER (1) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ., (2) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ., (3) THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. § 2601 ET SEQ., (4) THE OIL POLLUTION ACT, 33 U.S.C. § 2701 ET SEQ., (5) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., (6) THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., (7) THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ., (8) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., (9) THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 651 ET SEQ., (10) THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. §361, ET SEQ., AND/OR (11) SIMILAR STATE AND LOCAL LAWS, NOW OR HEREAFTER EXISTING, ALL AS AMENDED FROM TIME TO TIME, AND ALL REGULATIONS, RULES AND GUIDANCE ISSUED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO.

2. BASE RENT. Lessee agrees to pay to Lessor at Lessor's address set forth on the signature page hereof, or at such other address as Lessor may from time to time designate in writing, Base Rent for the Premises ("Base Rent") during the Term in the amount of $1.00 for the Term, payable in full and in advance at the closing of the Purchase Contract as a credit toward the purchase price paid by Lessor under such Purchase Contract.

3. ADDITIONAL RENT, TAXES, UTILITIES, AND STRUCTURE REMOVAL.

A. Taxes. Lessee will not be responsible to pay real estate taxes for the Premises during the Term of the Lease. However, Lessee shall be responsible to pay personal property taxes and assessments imposed on the trade fixtures, appliances, equipment, and other personal property on the Premises during the Term of the Lease.

B. Utilities Paid By Lessee. Lessee shall pay all costs and charges for operation of the Premises, including, but not limited to, all water, sewer, electric and other utility services actually provided to the Premises.

C. Removal of Structures and Personal Property. On or before the expiration of the Term of the Lease, Lessee shall remove all personal property from the Premises at Lessee's expense.

D. Additional Rent. All sums and charges of whatsoever nature required to be paid by Lessee pursuant to the terms of this Lease other than Base Rent shall constitute additional rent ("Additional Rent") and failure by Lessee to timely pay such other sums or charges may be treated by Lessor as a failure by Lessee to pay Base Rent. Lessee shall promptly deliver to Lessor upon Lessor's request copies of actual paid receipts, bills or other documentation evidencing all other charges which constitute Additional Rent hereunder for which Lessee is responsible with respect to the Premises in accordance with the terms of this Lease.

4. NO REPAIRS OR MAINTENANCE TO BE PERFORMED BY LESSOR. Lessor shall not have any responsibility to maintain or repair the Premises or any part thereof.

5. ALL REPAIRS AND MAINTENANCE TO BE PERFORMED BY LESSEE. Lessee shall be responsible to maintain and repair all parts of the Premises, and keep the Premises in the condition that exists on the Effective Date hereof. Lessee shall also provide for regular removal of Lessee's trash and debris, and proper disposal thereof.

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6. ALTERATIONS. Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written approval of Lessor. All approved alterations shall be performed by a reputable company which shall carry adequate insurance approved in advance by Lessor.

7. UTILITIES. Lessee shall maintain connected in Lessee's own name and pay for all water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or at the Premises. Lessor shall not be liable for any interruption or failure of any such utility service on or serving the Premises.

8. INSURANCE.

A. Property Insurance. Lessee shall maintain during the term of this Lease a policy or policies of worker's compensation and commercial general liability insurance, including bodily injury, property damage, standard personal injury coverage, and contractual liability coverage, with limits of not less than FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($500,000.00) combined single limit, per occurrence and per annum, for injury or death to persons or damage to property.

B. Restrictions on Use of Premises. Lessee will not permit the Premises to be used for any purpose or in any manner that would void the insurance thereon.

C. Lessee's Policy Requirements. Lessee's policies shall name Lessor and its successors and assigns as additional insureds and shall be evidenced by a certificate of insurance satisfactory to Lessor that obligates the insurer(s) to provide Lessor (and Lessor's lender, as designated by Lessor in writing) at least thirty (30) days prior to cancellation or non-renewal of such insurance. Lessee shall deliver a copy of the policies, including all endorsements and renewals, to Lessor and Lessor's lender prior to the Commencement Date. All policies of insurance required and maintained by Lessee hereunder shall be with issuers licensed to do business in Texas and who carry an AM Best rating of A VII or better. The policies must insure Lessee's performance of its indemnity obligations under this Agreement. If Lessee fails to maintain the policies, Lessor may, following three (3) days prior written notice to Lessee from Lessor, elect to maintain the insurance at Lessee's expense. Lessee's insurance, including any additional insurance Lessee deems necessary to protect Lessee, shall be primary coverage so that any insurance coverage obtained by Lessor shall be in excess thereof. With respect to any risk covered by Lessee's property insurance, Lessee waives any rights it may have against the Lessor on account of any loss or damage occasioned to Lessee or its property, the Premises or its contents, and Lessee on behalf of its insurance companies insuring against any such loss, waives any right of subrogation that they may have against the Lessor. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds and the proceeds are actually paid, and the release does not adversely affect any insurance coverage. Lessee will notify its insurance companies of the release and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

9. USE. The Premises shall continue to be used by Lessee solely for office purposes and for no other purpose (subject to the other restrictions herein) (the "Permitted Use"). Lessee shall not be permitted to expand such historical use of the Premises or change its use of the Premises to another use. Lessee shall obtain any and all licenses and permits necessary for such use. Lessee shall comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises. Lessee shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Lessor or any owners or occupants

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of adjacent or nearby property.

10. INSPECTION. Lessor and Lessor's agents and representatives shall have the right for its own protection, but not the obligation, to enter the Premises upon three (3) days advance written notice at a reasonable time during business hours to inspect the Premises.

11. ASSIGNMENT AND SUBLETTING.

A. No Assignment or Subletting. Lessee shall not have the right to assign, sublet, or transfer this Lease, or any interest therein, without the prior consent of Lessor. Any assignee, sublessee or transferee of Lessee's interest in this Lease (all such assignees, sublessee and transferees being hereinafter referred to as "Transferees"), by assuming Lessee's obligations hereunder, shall assume liability to Lessor for all amounts due Lessor under the Lease. No assignment, transfer, or subletting shall ever relieve Lessee of its liability, which it agrees will be joint and several with the liability of any assignee and primary and continuing in the event of any sublease, for all obligations of "Lessee" hereunder. Nor shall an assignment, transfer or sublet relieve Lessee of its obligations to Lessor under this Lease. If an Event of Default occurs while the Premises or any part thereof are assigned or sublet, then Lessor, in addition to any other remedies herein provided, or provided by law, may collect directly from such Transferee all rents payable to Lessee and apply such rent against any sums due Lessor hereunder. No such collection shall be construed to constitute a novation or a release of Lessee from the further performance of Lessee's obligations hereunder. Lessee shall indemnify, defend and hold Lessor and all of its officers, agents, and servants harmless from all claims, demands, fines, penalties, charges, orders, judgments, and enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including remediation costs, reasonable attorneys' fees, and defense costs, arising out of the breach of this Lease by any of such Transferees.

B. Assignment in Bankruptcy. If this Lease is assigned to any person or entity pursuant to the provision of the Bankruptcy Code, 11 U.S.C. §101 et seq., (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Lessor, shall be and remain the exclusive property of Lessor and shall not constitute property of Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid or delivered to Lessor.

C. Deemed Assumption by Transferee in Bankruptcy; Assurance of Future Performance. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption.

12. CONDEMNATION. If there shall be taken by exercise of the power of eminent domain during the term of this Lease greater than thirty percent (30%) of the Premises, then Lessee may elect to terminate this Lease within thirty (30) days of the day possession shall be taken by the authority exercising such power. All sums awarded or agreed upon between Lessor and the condemning authority for the taking of the interest of Lessor in the Premises, whether as damages or as compensation, shall be the property of Lessor, and Lessee hereby assigns to Lessor any right of Lessee therein or claim of Lessee thereto, other than for claims relating to Lessee's loss of Lessee's interest in the Premises and any of Lessee's property or improvements therein.

13. HOLDOVER. If Lessee should remain in possession of the Premises after the expiration

or termination of this Lease, without the execution by Lessor and Lessee of a new lease, then Lessee shall be deemed to be occupying the Premises as a tenant-at-sufferance subject to all the covenants and obligations of this Lease, and shall pay Base Rent on a monthly basis in an amount equal to $5,000 per month or portion thereof for the entire holdover period (and shall continue to pay all other payments required hereunder in addition to such Base Rent). Any holding over with the consent of Lessor in writing (unless a different term is specified therein) shall constitute an extension of this Lease. In the event of a Holdover, Lessee will vacate the premises and removal all structures and personal property (as required above) upon five (5) days written notice from Lessor or by another date as directed by Lessee in writing.

14. EXCLUSIVE COVENANT OF QUIET ENJOYMENT. Upon payment by Lessee of the rents provided for in this Lease, Lessee shall, subject to the terms and provisions of this Lease, peaceably and quietly hold and enjoy the Premises for the term hereby demised, against any and all interference therewith (i) by the affirmative acts of Lessor, its employees or agents, and (ii) against any person who may claim superior title to the Premises.

15. EVENTS OF DEFAULT. The following events (herein individually referred to as an "Event of Default") each shall be deemed to be events of nonperformance by Lessee under this Lease:

A. Payment Default. Lessee shall fail to pay any of the Base Rent or any Additional Rent when due, or any other payment or reimbursement to Lessor required herein when due, and such failure shall continue for a period of ten (10) days after its due date.

B. Insolvency; Voluntary Proceedings; Etc. Lessee or any guarantor of Lessee's obligations hereunder shall (i) become insolvent; (ii) admit in writing its inability to pay its debts; (iii) make a general assignment for the benefit of creditors; (iv) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; or (v) take any action to authorize or in contemplation of any of the actions set forth above in this subsection B.

C. Involuntary Proceedings. Any case, proceeding or other action against Lessee or any guarantor of Lessee's obligations hereunder shall be commenced seeking (i) to have an order for relief entered against it as a debtor or to adjudicate it as bankrupt or insolvent; (ii) reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors; (iii) appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (a) results in the entry of an order for relief against it which it is not fully stayed within seven (7) business days after the entry thereof, or (b) shall remain undismissed for a period of forty-five (45) days.

D. Violation of Use Restrictions. Lessee shall violate any of the use restrictions herein and such violation shall continue for a period of fifteen (15) days after Lessee receives written notice thereof.

E. Legal Violations. Lessee violates any applicable legal requirement that is its responsibility to comply with herein to the extent that, as a result thereof, Lessor or its property management agent (if any) can be held liable for any fine, penalty, assessment, or enforcement action interfering with the operation of the Premises or Lessor's other properties by or of any governmental authority or agency, or to the extent that any mortgage lienholder is entitled to accelerate the indebtedness secured by the Premises, and such violation is not fully remedied and

cured by Lessee within thirty (30) days after written notice thereof is given to Lessee by Lessor (if such consequences exist and notice is given by Lessor to Lessee under this Paragraph 15(E), rather than Paragraph 15(F) below, Lessor will specify in its notice to Lessee that notice is being given under this clause and shall specify the reason that the default by Lessee is of a nature covered by this Paragraph).

F. Failure to Comply with Other Covenants. Lessee shall fail to comply with any term, provision or covenant of this Lease (other than those listed elsewhere in this Paragraph 15), and shall not cure such failure within thirty (30) days after written notice thereof given by Lessor to Lessee.

16. REMEDIES.

A. Termination, Repossession, Discontinuance of Services. Upon each occurrence of an Event of Default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(1) Terminate this Lease and hold Lessee liable for all past-due amounts called for hereunder; and/or

(2) With judicial process, enter upon and take possession of the Premises with or without terminating this Lease.

In either such event, Lessee immediately shall remove all structures and personal property from the Premises as required above and deliver possession of the Premises to Lessor.

B. Late Charge. In the event Lessee fails to make any payment due hereunder when payment is due, to help defray the additional cost to Lessor for processing such late payments, Lessee shall pay to Lessor on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay such amount within ten (10) days after demand therefor shall be an additional Event of Default hereunder. The provision for such late charge shall be in addition to all of Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

C. Cumulative Remedies: No Implied Waiver. Exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Lessor, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Lessor and Lessee. Lessee and Lessor further, agree that forbearance by Lessor to enforce its rights pursuant to the Lease at law or in equity, shall not be a waiver of Lessor's right to enforce one or more of its rights in connection with any subsequent default.

D. All Sums Constitute Rent. Notwithstanding anything in this Lease to the contrary, all amounts payable by Lessee to or on behalf of Lessor under this Lease, whether or not expressly denominated as rent, shall constitute rent.

17. MECHANIC'S LIENS. Lessee has no authority, express or implied, to allow any unchallenged lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Lessor or Lessee in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Lessee, including those who may furnish materials or perform labor for any construction or repairs. Lessee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work

performed on the Premises and that it will save and hold Lessor harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Lessor in the Premises or under the terms of this Lease. Lessee agrees to give Lessor immediate written notice of the placing of any lien or encumbrance against the Premises.

18. COMPLIANCE WITH LAWS AND RESTRICTIONS. Lessee shall comply throughout the lease term with all orders, ordinances, regulations and laws of Grayson County and the City of Sherman and other governmental authorities that are applicable to the Premises and/or Lessee's use of the Premises, and with all applicable deed and other restrictions.

19. MISCELLANEOUS.

A. Construction; Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

B. Successors and Assigns. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, executors, personal representatives, legal representatives, successors and assigns, except as otherwise herein expressly provided. Lessor shall have the right to transfer and assign, in whole or in part, its rights and obligations in the building and property that are the subject of this Lease. Lessee agrees to furnish to Lessor, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Lessee to enter into this Lease.

C. Merger; Amendment. This Lease constitutes the entire understanding and agreement of Lessor and Lessee with respect to the subject matter of this Lease, and contains all of the covenants and agreements of Lessor and Lessee with respect thereto. Lessor and Lessee each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Lessor or Lessee, or anyone acting on behalf of Lessor or Lessee, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

D. Survival; Delivery of Possession at End of Term. All obligations of Lessee hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations with respect to taxes and insurance and all obligations concerning the condition and repair of the Premises.

E. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

F. Brokers. Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction, and Lessee agrees to defend, indemnify and hold

harmless Lessor from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this leasing transaction. Lessor represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction, and Lessor agrees to the extent allowed by law to defend, indemnify and hold harmless Lessee from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessor with regard to this leasing transaction.

G. Identity of Parties' Representatives. If and when included within the term "Lessor," as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address for the receipt of notices and payments to Lessor. If and when included within the term "Lessee," as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Lessee. All parties included within the terms "Lessor" and "Lessee," respectively shall be bound by notices given in accordance with the provisions of Paragraph 20 hereof to the same effect as if each had received such notice.

H. Governing Law. This Lease shall be enforced, construed and interpreted under the laws of the State of Texas. Venue for any disputes shall be in the county of the location of the Premises.

I. Time of Essence. Time is of the essence in all matters of performance by each of the parties hereto; and all due dates, time schedules, and conditions precedent to exercising a right shall be strictly adhered to without delay except where otherwise expressly provided.

J. Certifications Required by Texas Law. In accordance with Chapter 2270 of the Texas Government Code, Lessee hereby certifies that Lessee (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Lessor, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Lessee hereby certifies that Lessee does not boycott energy companies and will not boycott energy companies during the term of any contract with Lessor, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Lessee hereby certifies that Lessee does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with Lessor, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Lessee hereby certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

20. NOTICES. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivering of notice or the making of any payment by Lessor to Lessee or with reference to the sending, mailing or delivering of any notice or the making of any payment by Lessee to Lessor, shall be deemed to be complied with when and if the following steps are taken:

A. All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address for Lessor set forth below or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith. Lessee's

obligation to pay rent and any other amounts to Lessor under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received by Lessor.

B. All payments required to be made by Lessor to Lessee hereunder shall be payable to Lessee at the address set forth below, or at such other address within the continental United States as Lessee may specify from time to time by written notice delivered in accordance herewith.

C. Any written notice or document required or permitted to be delivered hereunder shall be deemed to be delivered and received, whether actually received or not, on the third postal business day after deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith, or when delivered at such effective notice address of such party by hand delivery, private receipted courier service or telecopy (whether or not accepted, receipted for or acknowledged).

21. LESSOR'S LIEN. Lessor shall have a statutory lien on all of Lessee's personal property.

22. HAZARDOUS MATERIALS.

A. Hazardous Materials Use Restricted; Permitted Materials. Lessee shall not use the Premises for the generation, storage (above or below ground) or disposal of any Hazardous Material (as hereinbelow defined), and shall remain in compliance with all requirements of Environmental Law (as defined herein), including, without limitation, requirements, orders and regulations of the Texas Council on Environmental Quality and the Environmental Protection Agency. As used in this Section, "Hazardous Materials" mean all substances regulated by any Environmental Law, and shall include, but is not limited to (i) asbestos, (ii) radioactive materials, wastes or substances or (iii) any substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., the Hazardous Materials Transportation Act (49 U.S.C. 1802), as amended, the Resource Conservation and Recovery Act (42 U.S.C. 6901), as amended, or any other Environmental Law. As used in this Section, "Environmental Laws" means the foregoing named statutes and every other federal, state or local law regulating the generation, disposal or release into the environment of materials or substances deemed hazardous to human health, wildlife and/or the environment.

B. Lessee Breaches; Indemnity. If Lessee breaches the obligations set forth in this Paragraph 22, or if the presence of Hazardous Material in the Premises occurs by reason of Lessee's use thereof or any act or omission of Lessee, its employees, agents, contractors, invitees, sublessees (as permitted herein) or affiliates, or if contamination of the Premises by Hazardous Material otherwise occurs from any source or for any reason other than (i) contamination of the Premises existing prior to the Commencement Date hereof not caused by Lessee, (ii) contamination of the Premises by Hazardous Material brought onto the Premises by Lessor (or its employees, agents, contractors or affiliates) after the date hereof, or (iii) contamination of the Premises by actions of a third party for whom Lessee is not otherwise responsible, then Lessor may terminate this Lease immediately and Lessee shall indemnify, defend and hold Lessor and all of its officers, agents, and servants harmless from all claims, demands, fines, penalties, charges, orders, judgments, and enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including remediation costs, reasonable attorneys' fees, and defense costs, arising out of such breach of this Lease.

23. NO LESSOR OBLIGATION TO PROVIDE SECURITY. Subject to Lessor's prior written approval, which shall not be unreasonably withheld, Lessee may take whatever precautions may be

necessary in, about and around the Premises to protect its employees, officers, agents, representatives, customers, visitors, contractors, suppliers, invitees and licensees from criminal activity when on the Premises, or in the vicinity thereof, but nothing herein shall be deemed or construed as an undertaking or obligation enforceable against Lessee by any such third party.

24. IMMUNITY. It is expressly understood and agreed that, in the execution and performance of this Lease, Lessor has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Lease, the parties do not create any obligations, express or implied, other than those set forth herein.

25. LESSEE TERMINATION. Lessee shall have the right to terminate this Lease at any time during the Term upon written notice to Lessor of its election to terminate.

NOTICE: NO PERSON OTHER THAN THE INDIVIDUAL SIGNING BELOW AS THE AUTHORIZED REPRESENTATIVE OF LESSOR MAY BIND LESSOR TO ANY AGREEMENT WHATSOEVER, AND ANY ORAL OR VERBAL REPRESENTATIONS, STATEMENTS, PROMISES OR AGREEMENTS OF ANY OTHER PERSON (REGARDLESS OF WHETHER PURPORTING TO REPRESENT OR APPARENTLY REPRESENTING LESSOR) SHALL NOT BE BINDING ON LESSOR UNLESS EXPRESSLY CONTAINED IN THIS LEASE.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE ON THE DATES SET FORTH BELOW, TO BE EFFECTIVE AS OF THE EFFECTIVE DATE OF THIS LEASE.

EXECUTED BY LESSOR, this ___ day of _____, 2025.

LESSOR:

CITY OF SHERMAN, TEXAS

By: _____
Zachary Flores, City Manager

ADDRESS FOR NOTICES AND PAYMENTS:

City of Sherman
Attn: Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, TX 75090
Telephone: 903-892-7203
Email: zflores@cityofsherman.com

With Copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069
Telephone: 214-544-4000
Email: rpittman@abernathy-law.com

HBR

EXECUTED BY LESSEE, this ____ day of _____, 2025.

LESSEE:

HBR3CPA LLC,
a Texas limited liability company

By: _____
Name: Harold B Rogers III
Title: Member

ADDRESS FOR NOTICES AND PAYMENTS:

HBR3CPA LLC
217 W. Pecan Street
Sherman, TX 75090
Telephone: 903-815-9451
Email: harold@rogerscpa.com

HBR

EXHIBIT

Legal Description

Being Lot Three (3) and the east forty-five feet (45 ft.) of Lot Four (4) in BLOCK 'N' of BLACK'S ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 53, Page 74, Deed Records, Grayson County, Texas

HBR



Sherman Development Engineering Group

217 W Pecan

1" = 100'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.2.

Meeting Date: 12/15/2025

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By:

Caption:

RESOLUTION NO. 7607

Awarding a Bid to and Authorizing Execution of a Contract Between Red River Construction Company and the Greater Texoma Utility Authority Based on an Invitation to Bid for the SWWTP-MBR Solids Thickening Improvements

Issue:

To consider awarding a bid to and authorizing execution of a contract between Red River Construction Company and the Greater Texoma Utility Authority based on an invitation to bid for the South Wastewater Treatment Plant - Membrane Bioreactor (South-WWTP) Solids Thickening Improvements Project.

Background:

Due to the low solids concentration from the South-WWTP, the sludge produced must be thickened prior to dewatering. This is required to reduce the total volume of sludge that must be hauled off-site. This thickening is currently being achieved through the use of temporary rented thickening equipment and mixing with flow of a higher solids concentration from the North Plant.

This project is for the construction of the permanent improvements required to thicken the sludge from the South-MBR. This project consists of all work associated with the construction of the new permanent thickening process, including the new Thickening Building, purchasing and installing the new thickening equipment, thickened waste activated sludge pump, polymer feed and storage system, installation of a new waste activated sludge pump, piping modifications in the MBR Support Building, yard piping modifications, and associated electrical and instrumentation improvements.

Two (2) bidders responded to the request for bids. The lowest responsible responsive bid in the amount of $6,815,000 was submitted by Red River Construction Company of Wylie, TX. A bid tabulation is attached.

Capital Improvement Program:

25-077

Origination:

Engineering Department

Financial Consideration:

Funding will be provided through 2025 OM Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the SWWTP-MBR Solids Thickening Improvements Project to

Red River Construction Company in the amount of $6,815,000. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:
As may be directed by City Council.

Attachments:
1. Resolution No. 7607
2. Contractor Signed Agreement
3. Letter of Recommendation
4. Bid Tabulation
5. Location Map

RESOLUTION NO. 7607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN RED RIVER CONSTRUCTION COMPANY AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE SWWTP-MBR SOLIDS THICKENING IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Red River Construction Company of Wylie, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract between said contractor and the Greater Texoma Utility Authority in the amount of Six Million Eight Hundred Fifteen Thousand Dollars and Zero Cents ($6,815,000.00) for the SWWTP-MBR Solids Thickening Improvements; subject to all Contract Documents being properly completed and approved as to form and content.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of the City of Sherman, Texas, and Red River Construction, a Texas corporation (the "CONTRACTOR"). GTUA and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

South Wastewater Treatment Plant (SWWTP) – MBR Solids Thickening Improvements

Article 2. **ENGINEER**

The Project has been designed by Plummer Associates, Inc., Fort Worth, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 450 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA $ 1,700.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board Approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

The GTUA shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the GTUA'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Advertisement for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Maintenance Bond and POA
8.17 Closeout Documents
8.18 Davis-Bacon Wage Determinations
8.19 Special Provisions

8.20 Technical Specification prepared or issued by City of Sherman dated October 2025.
8.21 Drawings, consisting of sheets numbered 1 through 85, inclusive with each sheet bearing the following general title: City of Sherman, South Wastewater Treatment Plant – MBR Solids Thickening Improvements.
8.22 Addenda numbers 1 to 3, inclusive.
8.23 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as _____
8.24 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF

ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in

Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.

12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of the GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

12.12 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.

12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA

_____

By: _____

Date: _____

Attest: _____

Address for giving notices:

_____

_____

CONTRACTOR:

RED RIVER CONSTRUCTION CO.

By: _____
Dean Porter, President

Date: _____

(Corporate Seal)

Attest: _____
Meredith Anderson, Corporate Secretary

Address for giving notices:

2804 Capital Street

Wylie, TX 75098

1422-013-01

11/23/2025

Jacob Pannell, P.E.
Utility Engineer
City of Sherman
Engineering Office
317 South Travis
Sherman, TX 75090

Re: City of Sherman
Public Works #1556-U_1
South Wastewater Treatment Plant–MBR Solids Thickening Improvements
Selection of General Contractor

Dear Mr. Pannell:

On Friday, November 21, 2025, two proposals from general contractors were received, opened, and publicly read aloud for the above-referenced project. The bids were reviewed for technical compliance and evaluated based on the cost. A summary of the bids is below:

Bid Item	Red River	GDC
1 – All work to complete the project	$5,500,000.00	$6,015,977.77
2 – Preselected Equipment Cost	$495,000.00	$495,000.00
3 – Contingency Allowance	$400,000.00	$400,000.00
Total Base Bid	**$6,395,000.00**	**$6,910,977.77**
Alternate Items	**Red River**	**GDC**
A1 – Additional RDT	$263,115.00	$263,115.00
A2 – Additional TWAS Pump	$56,885.00	$56,885.00
A3 – Work to Install Alternate Items	$100,000.00	$115,187.77
Total Alternate Items	**$420,000.00**	**$435,187.77**
Total Base Bid + Alternate Items	**$6,815,000.00**	**$7,346,165.54**

The Engineer's final opinion of probable construction cost for the base bid was $4,644,000.00 and was $5,305,000.00 with alternate items. Red River was the apparent low bidder with a Total Base Bid of $6,395,000.00. The bid proposal included three alternate items to provide a second rotary drum thickener, second thickened waste activated sludge pump, and the work to install the equipment. Plummer recommends the City proceed with Alternate Items A1, A2, and A3, totaling an additional amount of $420,000.00.

The complete bid tabulation is attached to this letter for your reference. The City has good experience with Red River on several projects and we have contacted the surety company confirming they have no

1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
Phone 817.806.1700
Plummer.com
TBPE Firm No. 13

issues with the bid bond. Therefore, we recommend award of the total base bid with the alternate items to Red River in the amount of $6,815,000.00.

If you have any questions concerning this recommendation, please contact me at 817-806-1732. We look forward to the construction phase of this important project for the Participants.

Sincerely,

PLUMMER ASSOCIATES, INC.

Jenny Beth Murray

Jenny Beth Murray, P.E.
Project Manager

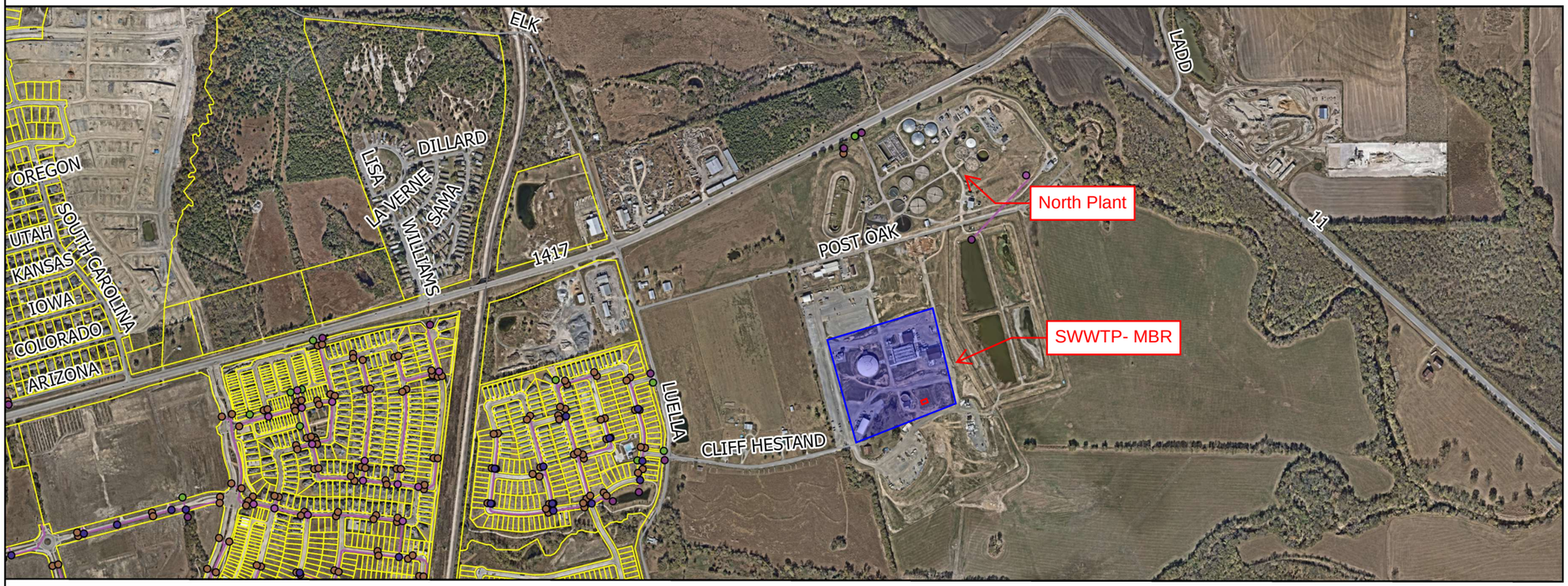
JBM

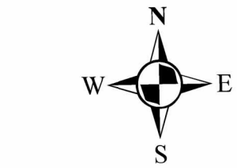
Enclosure(s)

cc: Nathan Whiddon, City of Sherman, nathanw@cityofsherman.com
Tom Pruitt, City of Sherman, tomp@cityofsherman.com
Kylar Christison, City of Sherman, kylarc@cityofsherman.com
Megan Martin, Carollo, mmartin@carollo.com
Freddy Mena, Mead and Hunt, freddy.mena@meadhunt.com

City of Sherman
SWWTP-MBR Solids Thickening Improvements Project
Bid Tabulation
Bids Opened: 11/21/2025 2:00 PM CST

Bid Tabulation Summary					
Item No.	Description	Unit	Quantity	Red River	GDC
1	For all Work as defined in the Contract Documents to complete the project, except those items listed separately below.	LUMP SUM	1	$ 5,500,000.00	$ 6,015,977.77
2	For all Work defined in the RFP to supply complete one rotary drum thickener (Section 46 71 33-PS), one thickened waste activated sludge pump (Section 43 23 57-PS), and two polymer blending and feed equipment (Section 46 33 33-PS).	LUMP SUM	1	$ 495,000.00	$ 495,000.00
3	Contingency Allowance	LUMP SUM	1	$ 400,000.00	$ 400,000.00
			BASE BID TOTAL	**$ 6,395,000.00**	**$ 6,910,977.77**
A1	For all Work defined in the RFP to supply Rotary Drum Thickener No. 2 (850-RDT-121) per Section 46 71 33-PS, with sludge hopper.	LUMP SUM	1	$ 263,115.00	$ 263,115.00
A2	For all Work defined in the RFP to supply Thickened Waste Activated Sludge Pump No. 2 (850-TSP-121) progressive cavity pump, per Section 43 23 57-PS.	LUMP SUM	1	$ 56,885.00	$ 56,885.00
A3	For all Work defined in the RFP to install, test, and complete the alternative items A1 and A2.	LUMP SUM	1	$ 100,000.00	$ 115,187.77
			ALTERNATIVE ITEM SUBTOTAL	**$ 420,000.00**	**$ 435,187.77**
			BASE BID + ALTERNATIVE ITEM TOTAL	**$ 6,815,000.00**	**$ 7,346,165.54**
Admininistrative Requirements					
Acknowledgement of Addenda		Y/N		Y	Y
Signature		Y/N		Y	Y
Certifications Required by Texas Law		Y/N		Y	Y
Suspension and Debarment Certification		Y/N		Y	Y
Bid Bond and Bid Bond POA		Y/N		Y	Y
Statement of Qualifications		Y/N		Y	Y
Insurance Requirement Affidavit		Y/N		Y	Y





0 750 1,500 Feet



0 125 250 Feet

NOT FOR CONSTRUCTION

Sherman
CLASSIC TOWN, BROAD HORIZON

ENGINEERING DEPARTMENT

EXHIBIT

SWWTP-MBR
SOLIDS THICKENING

NO.	ISSUE	DATE

SHEET 1

Date Printed: 12/2/2025 12:46 PM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.3.

Meeting Date: 12/15/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:

**** RESOLUTION NO. 7608***

Authorizing the Execution of a Chapter 380 Grant Agreement with Sherman Crossroads, LTD for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Design and Construction of various Public Improvements in the Sherman Crossroads Phase IV Addition

Issue:

Authorizing the Execution of a Chapter 380 Grant Agreement with Sherman Crossroads, LTD for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code for the Design and Construction of various Public Improvements in the Sherman Crossroads Phase IV Addition

Background:

Sherman Crossroads, LTD is developing additional tracts of land within the Crossroads Addition at the northwest corner of US 75 and FM 1417. The proposed development includes a Chick-fil-A restaurant and a pad site for a future restaurant.

Sherman Crossroads, LTD has constructed the section of Aston Drive connecting Crossroads Blvd. to the southbound frontage road of US 75 and a dedicated right turn lane into the development. Upon the completion and opening of the Chick-fil-A restaurant and compliance with all other performance requirements set forth in the Agreement, the City will provide an economic development grant in the amount of $420,000. That total amount is spread out into four annual payments of $105,000 each.

Capital Improvement Program:

Origination:

Sherman Crossroads, LTD
City Manager's Office

Financial Consideration:

The City will pay up to $420,000 as an economic development incentive. City sales tax from the one restaurant is expected to be about $130,000.00 per year.

Staff Recommendation:

Staff recommends approval of this agreement.

Alternatives:

As directed by City Council

Attachments:

1. Resolution No.
2. Crossroads Aston Drive Chapter 380 Agreement - FINAL Signed
3. Aston Drive Layout
4. Aston Drive Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH SHERMAN CROSSROADS, LTD FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE DESIGN AND CONSTRUCTION OF VARIOUS PUBLIC IMPROVEMENTS IN THE SHERMAN CROSSROADS PHASE IV ADDITION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Sherman Crossroads, LTD and all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Economic Development Program Agreement with Sherman Crossroads, LTD for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, for the construction and design of various public improvements in the Sherman Crossroads Phase IV Addition, in the same or substantially same form as the contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of December 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
City Manager
P. O. Box 1106
Sherman, TX 75091-1106

DEVELOPMENT AND CHAPTER 380 AGREEMENT BETWEEN SHERMAN CROSSROADS, LTD. AND THE CITY OF SHERMAN, TEXAS

This DEVELOPMENT AND CHAPTER 380 AGREEMENT ("Agreement") is entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and SHERMAN CROSSROADS, LTD., a Texas limited partnership ("Sherman Crossroads"). Sherman and Sherman Crossroads are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Sherman Crossroads represents and warrants that it is the sole owner of that certain tract of land situated in the City of Sherman, Grayson County, Texas and known as Lot 29, Block 2 of the Sherman Crossroads Phase IV Addition, an addition to the City of Sherman, according to the Replat thereof recorded on November 13, 2023, under Document No. 2023-246, in the Plat Records of Grayson County, Texas, and as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of Sherman and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in Sherman pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, Sherman Crossroads has requested financial and/or economic assistance from Sherman to plan and construct certain public infrastructure improvements to assist in the development of the Property, consisting of economic assistance for a portion of the costs required for the design and construction of the Roadway Improvements (hereinafter defined) and required by the ordinances and regulations of Sherman, as described in this Agreement; and

WHEREAS, the City Council finds that Sherman Crossroads meets the criteria for providing the Grant (hereinafter defined), pursuant to Chapter 380, based on, among other things, Sherman Crossroads: (a) providing the necessary property rights for the construction and operation of the Roadway Improvements; (b) designing and constructing approximately 284± linear feet of a 6" thick concrete roadway (45' back-to-back), constituting a portion of Aston Drive, and all other necessary appurtenances thereto, as generally depicted and described in Exhibit B; and (c) designing and constructing approximately 426± linear feet of an asphalt roadway (13.5' wide), constituting a right turn lane, and all other necessary appurtenances thereto, as generally depicted and described in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, the "Roadway

Improvements"), in accordance with plans and specifications approved by Sherman and complying with applicable ordinances, subject to the terms of this Agreement; (c) facilitating the development and operation on property adjacent to the Property of a Chick-fil-A restaurant facility containing at least 5000± gross square feet of space and related facilities, subject to the terms of this Agreement (collectively, the "Restaurant Facilities"); (d) adding taxable improvements to real property in Sherman; and (e) facilitating the creation of employment opportunities for the citizens of Sherman; and

WHEREAS, Sherman has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Sherman; and

WHEREAS, Sherman Crossroads desires to voluntarily consent to complying with Sherman's standards for building products and materials and aesthetic methods, as referenced in Exhibit E, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Sherman Crossroads desires or intends or not; and

WHEREAS, Sherman hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that Sherman will have the right, but not the obligation, to enforce the Building Materials Standards on the Property from and after the Effective Date (hereinafter defined) of this Agreement; and

WHEREAS, Sherman Crossroads agrees that Sherman's obligation to perform or take any action under this Agreement is strictly contingent on Sherman Crossroads' compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement; and

WHEREAS, Sherman is willing to provide Sherman Crossroads with economic assistance and to participate in the actual costs and expenses in connection with the design and construction of the Roadway Improvements, as provided herein and subject to the terms and condition hereof, and Sherman Crossroads is willing to accept the same subject to all terms and conditions contained in this Agreement; and

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of Sherman by promoting economic development, attracting new consumers and residents to Sherman and generating new tax revenue for jurisdictions in Collin County, which will help stimulate the overall local economy; and

WHEREAS, the City Council finds that it would be advantageous and beneficial to Sherman and it citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Sherman Crossroads agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and the authorized representative of Sherman Crossroads.

2. Land Subject to Agreement. The land that is subject to this Agreement is the Property.

3. Conveyance of Necessary Property Rights.

(a) Sherman Crossroads shall, at no cost to Sherman, convey by plat or separate instrument, in a form acceptable to Sherman, the necessary right-of-way (in fee simple) and easement rights located within the Property for the construction, operation, maintenance and use of each of the Roadway Improvements (collectively, the "Dedications"), each as determined by Sherman in its sole discretion. Sherman Crossroads must complete all tasks necessary to make the Dedications as a condition of Sherman's construction of the Roadway Improvements (or portion thereof, as applicable) pursuant to this Agreement, and no later than: (a) the date that is thirty (30) days after Sherman provides to Sherman Crossroads written demand for the same; or (b) the date that Sherman Crossroads is required to convey to Sherman pursuant to applicable Sherman ordinances any of the property interests made the subject of the Dedications as a result of or as a condition to granting any proposed platting or other development approval, or any building permit, sought in connection with proposed development of the Property or any portion thereof.

(b) The parties agree that as of the Effective Date (hereinafter defined) of this Agreement, the final design for the facilities and improvements made the subject of the Dedications have not been finalized or accepted, and therefore, the boundaries of the tracts made the subject of the Dedications have not been established and are subject to change. Sherman Crossroads shall provide Sherman with access to the Property to prepare property surveys necessary to establish the boundaries of the tracts made the subject of the Dedications.

(c) Prior to the Dedications, Sherman Crossroads shall submit to Sherman for approval a proposed legal description and land survey depicting the proposed boundaries of the easements made the subject of this Subsection (a), and the Dedications shall not be made until said legal descriptions and land surveys are approved, in writing, by Sherman. Sherman's acceptance of the Dedications is a condition of Sherman's issuance of the first and each subsequent building permit for development on the Property. Sherman Crossroads shall: (1) make the Dedications free and clear of any liens, attachments and encumbrances; and (2) secure the authorized signatures of any person or entity deemed necessary by Sherman to consent to the Dedications.

(d) Nothing in this Agreement may be construed or interpreted to waive, minimize,

replace, negate, void, invalidate or otherwise modify in any way any requirement or obligation under any Sherman ordinance, regulation or standard, including but not limited to Sherman's Subdivision Ordinance, as they exist or may be amended, for the dedication, grant or conveyance of any type of easement rights and/or fee simple right-of-way required as part of any development or redevelopment of the Property or any portion thereof. Moreover, nothing in this Agreement may be construed or interpreted to waive, minimize, replace, negate, void, invalidate or otherwise modify in any way Sherman's authority and right to require Sherman Crossroads to convey easement rights, fee simple right-of-way or other property interests pursuant to Sherman's condemnation authority.

4. Design and Construction of the Roadway Improvements.

(a) Subject to the terms and provisions of this Agreement, Sherman Crossroads shall design and construct, at no cost to Sherman, each of the Roadway Improvements. Sherman Crossroads shall ensure the design and construction of the Roadway Improvements comply with all applicable ordinances, rules, regulations and requirements of Sherman and other applicable laws (collectively, the "Design Requirements"). Sherman Crossroads represents and warrants that the estimated costs of the Roadway Improvements are equal to four hundred forty-three thousand thirty-two and 85/100 dollars ($443,032.85) ("Estimated Roadway Improvements Costs"), as more particularly described in the estimated cost analysis set forth in Exhibit C, attached hereto and incorporated herein for all purposes.

(b) As a condition of Sherman's issuance of any building permits on the Property, Sherman Crossroads shall submit to Sherman the designs, plans and specifications for each of the Roadway Improvements in compliance with this Agreement and the Design Requirements, as each exists at the time Sherman Crossroads submits such designs, plans and specifications (collectively, "Plans"). The general depiction of the Roadway Improvements attached as Exhibit B is for general informational purposes only, and the Approved Plans (hereinafter defined) are not required to be strictly bound by the same. Upon Sherman Crossroads' submission of the Plans, the Plans must be approved, in writing, by Sherman (collectively, "Approved Plans"). Sherman is entitled to withhold approval of the Plans in its sole discretion. Sherman Crossroads is not entitled to commence construction of any of the Roadway Improvements unless and until Sherman Crossroads has obtained from Sherman written approval of the Approved Plans and a written notice to proceed with such construction, and Sherman Crossroads shall be obligated to request such notice(s) if, as and when Sherman Crossroads is prepared to proceed with such construction.

(c) Once Sherman issues written approval of the Approved Plans, Sherman Crossroads, at its sole cost and expense, shall promptly commence construction of the Roadway Improvements and diligently pursue completion of the same in accordance with the Approved Plans and pursuant to that certain Three-Party Agreement for Public Improvements, the mutually agreed form of which is attached hereto as Exhibit D. Until Sherman Crossroads provides to Sherman a fully executed version of the

Three-Party Agreement for Public Improvements acceptable to Sherman, neither Sherman Crossroads nor its contractor or any other person for whom Sherman Crossroads is legally responsible shall be permitted to commence construction of the Roadway Improvements.

(d) The Roadway Improvements must be completed and finally accepted by Sherman as provided herein and in accordance with the Approved Plans and any and all applicable ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising (collectively, "Sherman's Final Acceptance"). Sherman Crossroads must complete the Roadway Improvements and obtain Sherman's Final Acceptance of the same no later than April 30, 2026 and as a condition of Sherman's issuance of the first and each subsequent building permit on the Property and payment of any portion of the Grant (hereinafter defined). The parties agree that time is of the essence of this Agreement. Upon Sherman's Final Acceptance of the Roadway Improvements, they shall become the sole property of Sherman. All construction or work in connection with the Roadway Improvements shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(e) As a condition to Sherman Crossroads receiving the Grant (hereinafter defined), Sherman Crossroads shall tender to Sherman evidence, in a form acceptable to Sherman, that all of the design and construction costs of the Roadway Improvements have been incurred and paid by Sherman Crossroads, including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence reasonably required by Sherman ("Evidence of Payments"). The Evidence of Payments shall reflect Sherman Crossroads' final, actual cost to design and construct each of the Roadway Improvements ("Actual Roadway Improvements Costs").

5. Building Materials Standards.

(a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Sherman Crossroads shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Sherman Crossroads also shall comply with any Sherman-approved façade plans for the Property, as they exist or may be amended by Sherman, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Sherman Crossroads voluntarily consents and agrees to comply with this Agreement, the Building Materials Standards and any approved façade plan(s) in the construction, renovation, maintenance and alteration of any existing or future building on the Property.

(b) Sherman designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Sherman Crossroads voluntarily consents and agrees to such

designation. Sherman Crossroads voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Sherman's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Sherman. Sherman Crossroads agrees that Sherman is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Sherman's sole discretion.

(c) This Agreement shall be automatically null, void and of no legal effect in the event that Chapter 3000 of the Texas Government Code is repealed or amended such that Sherman's authority to enforce the Building Materials Standards by ordinance is not limited or preempted in any way under Texas law.

6. Chapter 380 Grant.

(a) Chapter 380 Grant; Grant Term. Provided that Sherman Crossroads fulfills all of its obligations under this Agreement, including but not limited to, (i) Sherman Crossroads obtaining Sherman's Final Acceptance of each of the Roadway Improvements; (ii) Sherman Crossroads receiving from the Sherman City Engineer or his designee written approval of the Actual Roadway Improvements Costs, as evidenced by the subject construction contracts and the Evidence of Payments, and (iii) compliance with each of the Performance Requirements (hereinafter defined), Sherman shall participate in a portion of the Actual Roadway Improvements Costs pursuant to Chapter 380 by providing to Sherman Crossroads an economic development grant in an amount not to exceed the lesser of: (A) four hundred twenty thousand and 00/100 Dollars ($420,000.00); or (B) the amount of the Actual Roadway Improvements Costs (the "Grant"). The term of this Agreement shall commence on the Effective Date of this Agreement (hereinafter defined) and expire on the earlier of: (1) satisfaction of the Performance Requirements and Sherman's payment of the Grant; or (2) the earlier termination of this Agreement (the "Grant Term"). In the event Sherman Crossroads does not receive or is not eligible for the maximum amount of the Grant provided herein during the Grant Term, Sherman shall have no obligation to pay to Sherman Crossroads any portion of the Grant after the Grant Term has expired. Sherman agrees to provide, and Sherman Crossroads agrees to accept, the Grant as Sherman's sole financial participation in the costs incurred by Sherman Crossroads in connection with its obligations under this Agreement.

(b) Payment of Grant. The Grant shall be payable in four equal installments over a four-year period as follows: (i) Sherman shall pay to Sherman Crossroads one-fourth of the total amount of the Grant within thirty (30) days of the later of: (A) the date of Sherman's Final Acceptance of the Roadway Improvements; or (B) the date of Sherman's issuance of a permanent certificate of occupancy for the Restaurant Facilities (the "First Grant Payment Date"); and (ii) one-fourth (1/4) of the total amount of the Grant on each of the first, second and third anniversaries of the First Grant Payment Date. Notwithstanding the preceding sentence, Sherman Crossroads shall not be entitled to any Grant payments unless Sherman Crossroads has

demonstrated to Sherman Sherman Crossroads' completion of and compliance with the applicable Performance Requirements and all other terms of this Agreement.

7. Performance Requirements. As a condition to receiving any portion of the Grant, Sherman Crossroads shall provide to Sherman documentation satisfactory to Sherman that all of the conditions and qualifications set forth in this Agreement have been satisfied, including, but not limited to, the following (collectively, the "Performance Requirements"):

(a) Obtain issuance of Sherman's Final Acceptance of each of the Roadway Improvements on or before December 31, 2025; and

(b) Obtain issuance of a building permit for the Restaurant Facilities, payment to Sherman all applicable permit fees, impact fees and other fees, and commencement of construction of the Restaurant Facilities on property adjacent to the Property on or before December 31, 2025. For purposes of this section, "commencement of construction" shall mean (1) the issuance of a building permit for the Restaurant Facilities; (2) the issuance of a notice to proceed to a third-party contractor, and (3) the start of grading on property adjacent to the Property for the Restaurant Facilities; and

(c) Investment of at least one million and 00/100 dollars ($1,000,000) in real property improvements and business personal property in the Restaurant Facilities, excluding the cost of the land, related to the development of the Restaurant Facilities on property adjacent to on or before April 30, 2026; and

(d) Obtain issuance of a permanent certificate of occupancy from Sherman for the Restaurant Facilities and occupation of the Restaurant Facilities on or before July 31, 2026, and maintenance of continuous occupancy of the Restaurant Facilities for at least four (4) years thereafter; and

(e) Continuous employment and retention of no fewer than six Employment Positions[1] at the Restaurant Facilities; and

(f) Sherman Crossroads continuously complying with this Agreement during the Grant Term.

8. Sherman Crossroads Representations. Sherman Crossroads makes the following continuing representations and warranties to Sherman, and agrees to timely and fully perform the following additional obligations and duties (each an additional "Performance Requirement"):

(a) Sherman Crossroads is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status

[1] The term "Employment Positions" means non-temporary full time employment positions. Two (2) or more part-time employees, totaling thirty (30) hours or more per week, may be substituted for one (1) full-time employee.

of Sherman Crossroads with the Comptroller of the State of Texas shall be "Active."

(b) No litigation or governmental proceeding is pending or, to the knowledge of Sherman Crossroads, threatened against or affecting Sherman Crossroads or Property that may result in any material adverse change in Sherman Crossroads' business or operation or the Property.

(c) No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against Sherman Crossroads, and Sherman Crossroads has not been informed of any potential involuntary bankruptcy proceedings against Sherman Crossroads.

(d) Sherman Crossroads shall remain current and in good standing with all taxes, fees and other recurring charges of Sherman, the State of Texas and Grayson County taxing jurisdictions.

(e) In accordance with Chapter 2264 of the Texas Government Code, Sherman Crossroads represents and certifies that Sherman Crossroads does not and will not knowingly employ any undocumented worker at the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from Sherman under this Agreement, Sherman Crossroads is convicted of a violation under 8 U.S.C. § 1324a(f), Sherman Crossroads shall repay to Sherman an amount equal to all economic incentives tendered or provided to Sherman Crossroads under this Agreement and any other funds received by Sherman Crossroads from Sherman under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies Sherman Crossroads of the violation.

(f) Pursuant to Section 2270.002 of the Texas Government Code, Sherman Crossroads hereby represents that neither Sherman Crossroads, nor any wholly owned subsidiary, majority-owned subsidiary, parent Sherman Crossroads or affiliate of Sherman Crossroads "boycotts Israel", and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001 of the Texas Government Code.

(g) Pursuant to Subchapter F, Chapter 2252 of the Texas Government Code, Sherman Crossroads certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization.

(h) Pursuant to Chapter 2274 of the Texas Government Code, Sherman Crossroads verifies that (i) it does not boycott energy companies and will not boycott energy companies during the Grant Term and (ii) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade

association and will not discriminate against a firearm entity or firearm trade association during the Grant Term.

Sherman Crossroads' representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall remain true and correct at all times during the term of this Agreement with the same effect as if made on and as of such later date.

9. Default.

(a) If Sherman Crossroads fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Sherman sends written notice of such failure to Sherman Crossroads, then Sherman shall have the following remedies, in addition to Sherman's other rights and remedies:

(i) to refuse to accept any portion of any Roadway Improvements on the Property or associated with the development of the Property;

(ii) to refuse to issue building permits for any building on the Property;

(iii) to refuse to issue a certificate of occupancy for any building on the Property;

(iv) to require Sherman Crossroads, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property to the extent the same fails to comply with the Building Materials Standards;

(v) to withhold all or a portion of the Grant pursuant to this Agreement; and/or

(vi) to seek specific performance of this Agreement.

(b) If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Sherman receives written notice of such failure from Sherman Crossroads, then Sherman Crossroads may seek specific performance of this Agreement as its sole and exclusive remedy.

10. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Sherman shall not, under any circumstance, be required to tender, or be liable to Sherman Crossroads for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as set forth in this Agreement. Neither Sherman nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Sherman Crossroads or Sherman Crossroads' agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Roadway Improvements, including the construction thereof. Sherman and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Sherman Crossroads, its agents,

servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Sherman Crossroads or Sherman Crossroads' agents, servants, employees, contractors, customers or invitees.

11. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property and shall be binding upon Sherman Crossroads and each successive owner of the Property. The parties shall cause this Agreement to be filed in the Real Property Records of Grayson County, Texas. Sherman Crossroads represents and warrants that the filing of this Agreement as provided herein shall provide Sherman with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Sherman Crossroads represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the rights of Sherman as described herein. If such a condition does exist, however, Sherman Crossroads shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance consenting to the recording of this Agreement.

12. Limitations of Agreement. Sherman ordinances covering property taxes, land use, zoning, utility rates, impact fees, permit fees, inspection fees, tree mitigation fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Sherman Crossroads to Sherman under any ordinance, whether now existing or in the future arising.

13. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:
City of Sherman
Attn: Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7327
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Sherman Crossroads, addressed to it at:

Sherman Crossroads, Ltd.
Attn: William J. Harkinson
4560 Belt Line Road, Suite 400
Addison, Texas 75001
Phone: (972) 934-8414
Email: jharkinson@harkcorp.com

With a copy to:

Addison Wilson III
DFW Law Office, PLLC
3838 Oak Lawn Ave., Suite 800
Dallas, Texas 75219
Phone: (214) 521-1122
Email: awilson@dfwlawoffice.org

14. Indemnity.

(a) SHERMAN CROSSROADS SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF SHERMAN CROSSROADS OR ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM SHERMAN CROSSROADS IS LEGALLY RESPONSIBLE (COLLECTIVELY, "SHERMAN CROSSROADS" FOR PURPOSES OF THIS SECTION), REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN, (I) IN SHERMAN CROSSROADS' PERFORMANCE OF THIS AGREEMENT; AND/OR (II) ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN SHERMAN CROSSROADS AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH SHERMAN CROSSROADS, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN,

AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. SHERMAN CROSSROADS IS EXPRESSLY REQUIRED TO DEFEND SHERMAN AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY SHERMAN CROSSROADS IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF SHERMAN CROSSROADS' OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF SHERMAN CROSSROADS' OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. SHERMAN CROSSROADS SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF SHERMAN CROSSROADS FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND SHERMAN CROSSROADS SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. Waiver and Release of Claims for Obligations Imposed by this Agreement.

(a) SHERMAN CROSSROADS ACKNOWLEDGES AND AGREES THAT:

(i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY SHERMAN CROSSROADS, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) NUISANCE; OR
(D) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF SHERMAN CROSSROADS' FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND

REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH SHERMAN CROSSROADS' DEVELOPMENT PLACES ON SHERMAN'S INFRASTRUCTURE.

(iii) SHERMAN CROSSROADS HEREBY RELEASES SHERMAN FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) SHERMAN CROSSROADS HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO SHERMAN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY SHERMAN CROSSROADS FOR SUCH LAND, AND SHERMAN CROSSROADS HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. SHERMAN CROSSROADS FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY SHERMAN RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF SHERMAN CROSSROADS' ADJACENT PROPERTY ON SHERMAN'S INFRASTRUCTURE. SHERMAN CROSSROADS AND SHERMAN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) SHERMAN CROSSROADS SHALL INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, SHERMAN CROSSROADS' PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) SHERMAN CROSSROADS RELEASES SHERMAN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) SHERMAN CROSSROADS WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. Sherman Crossroads acknowledges and agrees that this

Agreement does not confer vested rights on the Property and does not provide to Sherman "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. SHERMAN CROSSROADS HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS SHERMAN CROSSROADS IS RECEIVING UNDER THIS AGREEMENT, SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.

18. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

19. 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 provisions hereof or by the mutual written agreement of the parties. To the extent of any conflict between the provisions of this Agreement and the exhibits, the provisions of this Agreement shall control.

20. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

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

22. 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.

23. 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 Effective Date (hereinafter defined).

24. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

25. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

26. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

27. Binding Effect. This Agreement is binding on and shall inure to the benefit of Sherman and Sherman Crossroads and each successive owner of the Property.

28. Indemnification. The Parties agree that the Indemnity provisions set forth in this Agreement are conspicuous, and the parties have read and understood the same.

29. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

30. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

31. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Zachary Flores, City Manager
Date executed: _____

ATTEST:

By: _____
Teri Fine, City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Sherman, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public, State of Texas
My Commission Expires:_____

SHERMAN CROSSROADS, LTD.,
a Texas limited partnership

By: Sherman Crossroads GP, LLC Texas limited liability company Its general partner

By: William J. Harkinson
William J. Harkinson, Manager
Date executed: 12/1/2025

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared William J. Harkinson, the Manager of Sherman Crossroads GP, LLC, a Texas limited liability company, general partner of Sherman Crossroads, Ltd., a Texas limited partnership, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative of Sherman Crossroads, Ltd., a Texas limited partnership, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 2025.

BELINDA DOWDY
Notary Public, State of Texas
Comm. Expires 12-14-2027
Notary ID 134680380

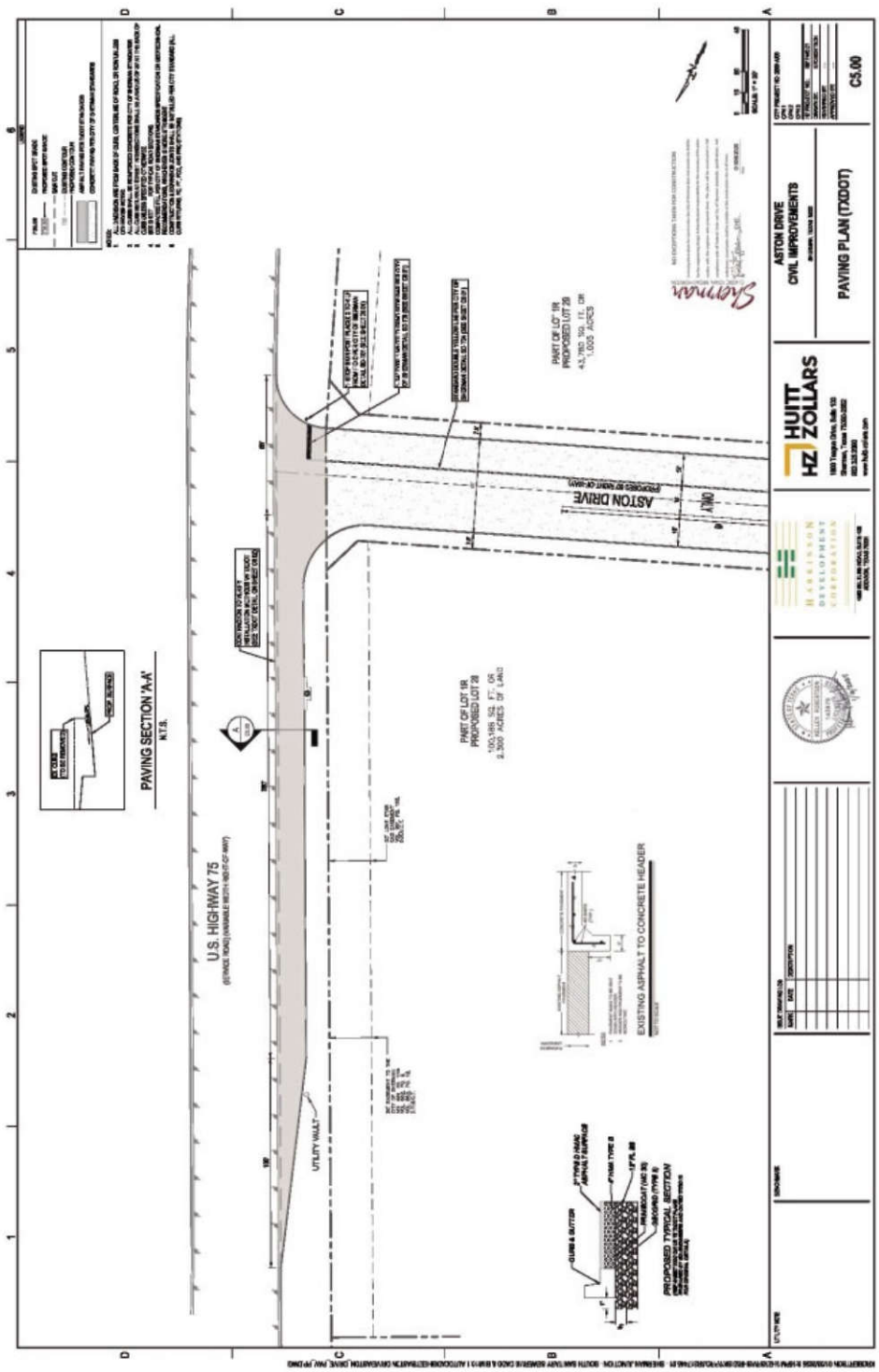
Notary Public, State of Texas
My Commission Expires: 12/14/27

Exhibit A
Legal Description of the Property

Lot 29, Block 2 of the Sherman Crossroads Phase IV Addition, an addition to the City of Sherman, according to the Replat thereof recorded on November 13, 2023, under Document No. 2023-246, in the Plat Records of Grayson County, Texas

Exhibit B

General Depiction and Description of the Roadway Improvements



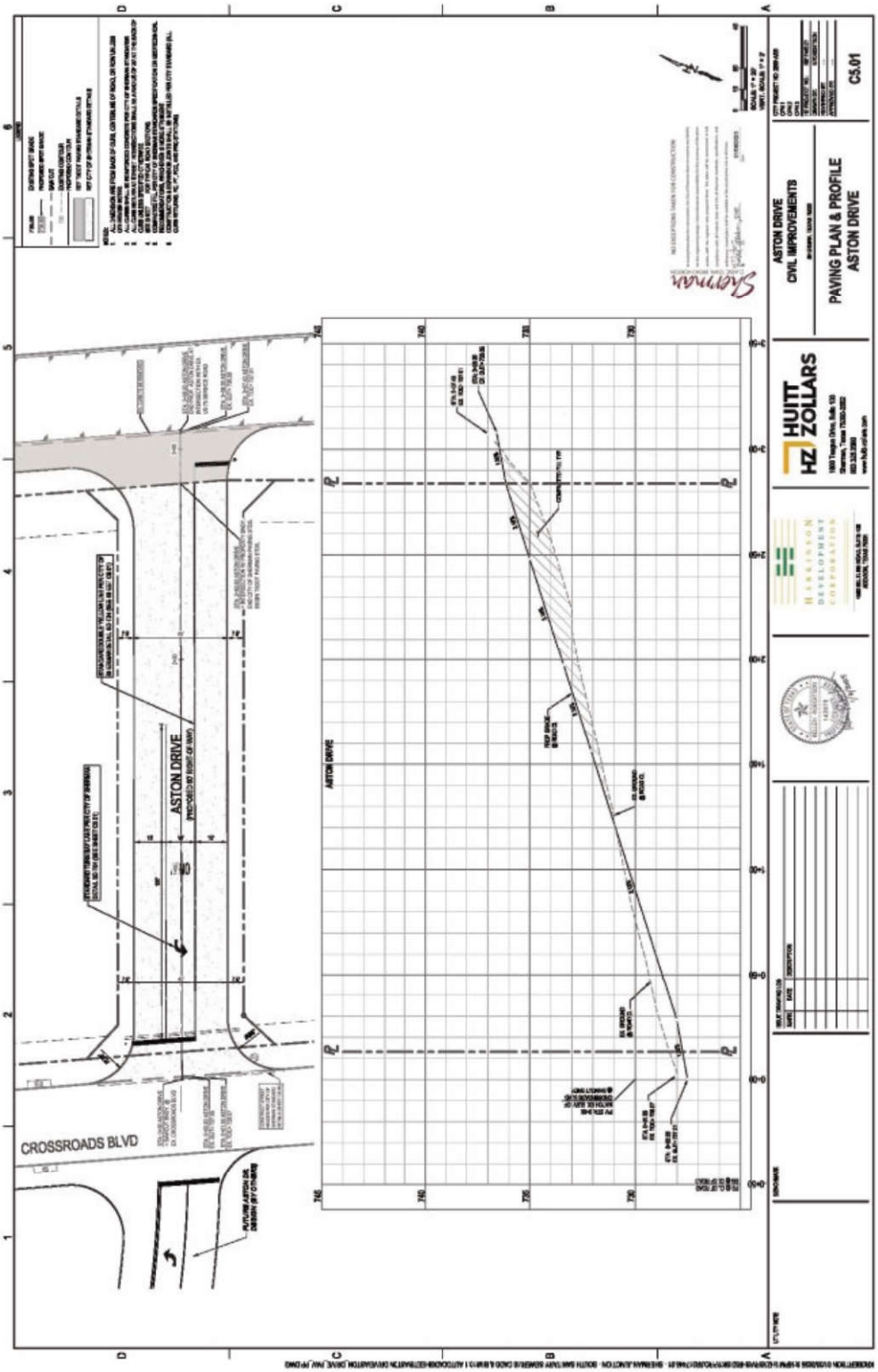

ASTON DRIVE
CROSSROADS BLVD
ASTON DRIVE
CIVIL IMPROVEMENTS
PAVING PLAN & PROFILE
ASTON DRIVE
C5.01
HUITT ZOLLARS

Exhibit C

Estimated Cost Analysis

civil fees	Huitt-Zollars	11,236.25		
paving	Advanced Paving	403,960.00		
paving	Advanced Paving	4,132.00		
swppp	cardinal strategies	1,350.00		
swppp	cardinal strategies	375.00		
swppp	cardinal strategies	375.00		
swppp	cardinal strategies	375.00		
swppp	cardinal strategies	375.00		
swppp	cardinal strategies	75.00		
swppp	cardinal strategies	75.00		
swppp	cardinal strategies	300.00		
			Total	$ 422,628.25
			Const Mgmt	$ 20,404.60
			Grand total	$443,032.85

Exhibit D

Agreed Form of Three-Party Agreement for Public Improvements

Sherman
CLASSIC TOWN. BROAD HORIZON.

Construction of Public Infrastructure in Public Rights-Of-Way or Easements
(Drainage, Pavement, Sanitary Sewer, Water and/or Other Public Facilities)

CHECKLIST of items required for release of plans and issuance of notice to proceed. (See Item 7.)

Submitted	N/A	
_____	_____	Four (4) originals of the Contract, Bonds, Insurance Certificates and Acknowledgement Form (See instructions below.)
_____	_____	Three (3) to scale half size copies of approved construction plans, sealed by a Professional Engineer.
_____	_____	Plat has been approved by P&Z and City Council.
_____	_____	All necessary off-site easements executed and submitted per instructions.
_____	_____	Copy of SWPPP (booklet) and NOI as sent to TCEQ (or Site Notice) as applicable.
_____	_____	Copy of construction material submittals.
_____	_____	List of proposed subcontractors and emergency contact phone numbers.
_____	_____	Flash drive with construction plans in pdf format (by Engineer).
_____	_____	4.0% Inspection Fee (Paid)

INSTRUCTIONS FOR EXECUTION AND SUBMITTAL OF CONTRACT AND BONDS

1. Owner and Contractor must sign "**Three-Party Agreement**" and provide four (4) originals of documents.
2. Attach **Schedule of Values** (bid item costs) as **Exhibit "A"**. Do not use "lump sum" prices unless approved by City Engineer in writing in advance. Do not include any private facilities or private improvements in the Schedule of Values. The City Engineer or his designee must approve the Schedule of Values prior to submission of the completed Three-Party Agreement.
3. Bonds:
   - Execute **Performance Bond** and **Payment Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed.
   - Execute the **Maintenance Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed for a term of two (2) years from the date of acceptance of the work. (Note that the date of the Maintenance Bond must not be earlier than the date of the Contract.)
4. Provide a **Certificate of Insurance and All Applicable Endorsements**, in accordance with the attached form and sample, showing coverage with liability limits. The minimum limits are as specified below:
   a. Workers' Compensation/Employer's Liability: Providing for payment of benefits as specified by the Workers' Compensation Laws of the State of Texas.
   b. Contractor's Public Liability
      (1) Bodily Injury: $1,000,000 each person
      $1,000,000 each accident
      (2) Property Damage: $1,000,000 each accident
5. Sign **Acknowledgement** related to the payment of inspection fees and testing costs prior to acceptance of public improvements by the City.
6. Submit four (4) sets of documents as above, each with original signatures. The order of each set should be:
   - Contract
   - Exhibit "A" - Schedule of Values
   - Performance Bond, Payment Bond, Maintenance Bond; power of attorney must be submitted for all bonds
   - Certificate of Insurance and Endorsements and Contractor's Certification of Workers' Compensation
   - Acknowledgement Form
7. Beginning Construction: The written release of approved construction plans to the field via the City's Engineering Inspector constitutes **Notice to Proceed (NTP).**
8. If you have any questions, please call 903-892-7208.

City of Sherman
Private Contract No._____

THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS

This THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS is made and entered into by and between _____ ("OWNER") and _____ ("CONTRACTOR"). OWNER and CONTRACTOR are each referred to herein as a "party" or collectively as the "parties."

1. CONTRACTOR hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation ("work") of the following:

_____

_____

_____

See Exhibit "A" – Schedule of Values and scope of work (collectively, "Public Improvements").

2. The construction and installation of the Public Improvements shall be performed according to the plans prepared by _____ (engineering firm), titled _____ (name of project), dated _____, and the current ordinances, standards, specifications, details and other requirements relating to the design and construction of public improvements (collectively, "Sherman Construction Standards") adopted or issued by the City of Sherman ("CITY"), including the City Engineer and his designee (which are on file in the CITY Engineering Department), and the current edition of the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments. In the event of a conflict between the Sherman Construction Standards and the NCTCOG Standard Specifications, the Sherman Construction Standards and the NCTCOG Standard Specifications shall govern in that order. The parties agree that the Public Improvements construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his designee.

3. Inasmuch as the Public Improvements are proposed for dedication to the CITY, it is agreed by and between the parties that the CITY has an interest in the proper performance of this Agreement and any other contract relating to or arising out of the work, and that the CITY may bring suit for failure to comply with the terms of this Agreement and/or any such other contract, as a third-party beneficiary thereof. Although the Public Improvements may be accepted by the City Engineer, the CITY may recover damages and seek other remedies against the parties and/or upon the bonds if it is discovered that the Public Improvements were not built or completed in accordance with the terms of this Agreement.

4. It is agreed between the parties that a Performance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Performance Bond shall indemnify the CITY for the completion of the Project in accordance with the terms of this Agreement. The Performance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements.

5. It is agreed between the parties that a Payment Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Payment Bond shall indemnify the CITY against any claims of nonpayment by all persons, firms, corporations and other entities who may furnish materials or perform labor in connection with the work. The Payment Bond shall be approved by the City

Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

6. It is agreed between the parties that a Maintenance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Maintenance Bond ensure the repair or remedy of any maintenance issues the CITY may have regarding the Public Improvements after the CITY accepts the same. The Maintenance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

7. OWNER hereby agrees to pay CONTRACTOR for the work on the Public Improvements performed hereunder on the following basis:

See Exhibit "A" Schedule of Values for unit prices and total value of work.

8. Each of the parties hereto has been furnished a copy of the plans referenced above. The project plans have been reviewed and accepted by the City Engineer or his designee.

9. EACH OF CONTRACTOR AND OWNER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH PERFORMANCE UNDER THIS AGREEMENT AND/OR THE PUBLIC IMPROVEMENTS AND/OR THE WORK AND/OR THE GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR OR OWNER IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH

ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. CONTRACTOR shall not start work under this Agreement until CONTRACTOR has obtained, at CONTRACTOR's expense, all of the insurance specified in, and required by, this Section, nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until similar insurance has been obtained by the subcontractor. CONTRACTOR shall procure and keep in full force and effect the types and amounts of insurance specified herein for and during all aspects and phases of CONTRACTOR's work at no expense to CITY. All policies shall name the CITY, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance and professional liability insurance (if applicable). Such policies shall require the provision of written notice to CITY at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. General Liability Insurance shall provide for a Waiver of Subrogation against Sherman for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name Sherman as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A-" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project.

General Liability insurance for personal injury (including death) and property damage	$1 Million per occurrence $2 Million aggregate
Statutory Worker's compensation insurance	as required by state law
Employers Liability insurance	$1 Million bodily injury per accident $1 Million bodily injury by disease-policy limit $1 Million bodily injury by disease-each employee
Hired and Non-Owned Auto Liability insurance covering hired and non-owned autos	$1 Million per occurrence
Umbrella / Excess Liability insurance	$2 Million per occurrence (Projects less than $100,000)
Umbrella Liability insurance only	$2 Million per occurrence (Projects more than $100,000)

11. This Agreement shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

12. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

13. It is understood and agreed that the Public Improvements, all work and all installations of whatever kind made under the terms of this Agreement shall, upon the written acceptance thereof by the City Engineer or his designee, immediately become the property of the CITY, subject only to such reimbursement to the OWNER as provided by the ordinances of the CITY or by separate written agreement.

IN WITNESS WIIEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Signature of Contractor's Representative	Signature of Owner's Representative
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative
Name of Contractor (company)	Name of Owner (company)
Address	Address
City, State, Zip	City, State, Zip
Area Code - Telephone Number	Area Code - Telephone Number

STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of OWNER, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____day of _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of CONTRACTOR, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____ _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

RECEIVED AND APPROVED AS TO FORM:

_____
Engineer, City of Sherman

Attachments: Exhibit "A"- Schedule of Values, Performance, Payment, and Maintenance Bonds, Certificate of Insurance/Endorsements, Contractor's Certification of Workers' Compensation, Acknowledgement Form

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and _____/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however. that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct _____ (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided, and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon. and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WIIEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

ACKNOWLEDGEMENT

As the person or entity constructing public improvements in public rights-of-way or easements in the City of Sherman ("City"), as set forth in the attached City of Sherman Private Contract, _____(Name of Contractor) and _____(Name of Owner) acknowledge and agree to the following prior to the construction of said improvements:

1. Give at least five (5) work days' notice to the City Engineer of the construction start date.

2. Confirm that the plans to be followed are those which have been approved by the City Engineer, or that any changes thereto are approved in writing by the City Engineer.

3. Provide to the City Engineer Performance, Maintenance, and Payment Bonds for the improvements in the same amounts as if the City were engaging a contractor to do the work. The City shall be a named beneficiary on these bonds.

4. Provide to the City Engineer any soil tests deemed appropriate by the City Engineer.

5. Prior to acceptance of the improvements by the City, pay any fees for any reasonable retesting deemed appropriate by the City Engineer.

6. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for City inspectors as needed.

7. Pay review, inspection and testing fees in the amount of four percent (4.0%) of the value of the improvements inspected or $_____.

8. Provide the City with a flash drive containing record drawings in pdf format and dwg/dxf format of the public improvements installed.

AGREED AND ACKNOWLEDGED this the_____day of_____, 20_____.

_____	_____
Name of Contractor (company)	Name of Owner (company)
_____	_____
Signature of Contractor's Representative	Signature of Owner's Representative
_____	_____
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative

City of Sherman
Private Contract No._____

THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS

This THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS is made and entered into by and between _____ ("OWNER") and _____ ("CONTRACTOR"). OWNER and CONTRACTOR are each referred to herein as a "party" or collectively as the "parties."

1. CONTRACTOR hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation ("work") of the following:

_____

_____

_____

See Exhibit "A" – Schedule of Values and scope of work (collectively, "Public Improvements").

2. The construction and installation of the Public Improvements shall be performed according to the plans prepared by _____ (engineering firm), titled _____ (name of project), dated _____, and the current ordinances, standards, specifications, details and other requirements relating to the design and construction of public improvements (collectively, "Sherman Construction Standards") adopted or issued by the City of Sherman ("CITY"), including the City Engineer and his designee (which are on file in the CITY Engineering Department), and the current edition of the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments. In the event of a conflict between the Sherman Construction Standards and the NCTCOG Standard Specifications, the Sherman Construction Standards and the NCTCOG Standard Specifications shall govern in that order. The parties agree that the Public Improvements construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his designee.

3. Inasmuch as the Public Improvements are proposed for dedication to the CITY, it is agreed by and between the parties that the CITY has an interest in the proper performance of this Agreement and any other contract relating to or arising out of the work, and that the CITY may bring suit for failure to comply with the terms of this Agreement and/or any such other contract, as a third-party beneficiary thereof. Although the Public Improvements may be accepted by the City Engineer, the CITY may recover damages and seek other remedies against the parties and/or upon the bonds if it is discovered that the Public Improvements were not built or completed in accordance with the terms of this Agreement.

4. It is agreed between the parties that a Performance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Performance Bond shall indemnify the CITY for the completion of the Project in accordance with the terms of this Agreement. The Performance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements.

5. It is agreed between the parties that a Payment Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Payment Bond shall indemnify the CITY against any claims of nonpayment by all persons, firms, corporations and other entities who may furnish materials or perform labor in connection with the work. The Payment Bond shall be approved by the City

Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

6. It is agreed between the parties that a Maintenance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Maintenance Bond ensure the repair or remedy of any maintenance issues the CITY may have regarding the Public Improvements after the CITY accepts the same. The Maintenance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

7. OWNER hereby agrees to pay CONTRACTOR for the work on the Public Improvements performed hereunder on the following basis:

See Exhibit "A" Schedule of Values for unit prices and total value of work.

8. Each of the parties hereto has been furnished a copy of the plans referenced above. The project plans have been reviewed and accepted by the City Engineer or his designee.

9. EACH OF CONTRACTOR AND OWNER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH PERFORMANCE UNDER THIS AGREEMENT AND/OR THE PUBLIC IMPROVEMENTS AND/OR THE WORK AND/OR THE GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR OR OWNER IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH

ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. CONTRACTOR shall not start work under this Agreement until CONTRACTOR has obtained, at CONTRACTOR's expense, all of the insurance specified in, and required by, this Section, nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until similar insurance has been obtained by the subcontractor. CONTRACTOR shall procure and keep in full force and effect the types and amounts of insurance specified herein for and during all aspects and phases of CONTRACTOR's work at no expense to CITY. All policies shall name the CITY, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance and professional liability insurance (if applicable). Such policies shall require the provision of written notice to CITY at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. General Liability Insurance shall provide for a Waiver of Subrogation against Sherman for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name Sherman as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A-" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project.

General Liability insurance for personal injury (including death) and property damage	$1 Million per occurrence $2 Million aggregate
Statutory Worker's compensation insurance	as required by state law
Employers Liability insurance	$1 Million bodily injury per accident $1 Million bodily injury by disease-policy limit $1 Million bodily injury by disease-each employee
Hired and Non-Owned Auto Liability insurance covering hired and non-owned autos	$1 Million per occurrence
Umbrella / Excess Liability insurance	$2 Million per occurrence (Projects less than $100,000)
Umbrella Liability insurance only	$2 Million per occurrence (Projects more than $100,000)

11. This Agreement shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

12. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

13. It is understood and agreed that the Public Improvements, all work and all installations of whatever kind made under the terms of this Agreement shall, upon the written acceptance thereof by the City Engineer or his designee, immediately become the property of the CITY, subject only to such reimbursement to the OWNER as provided by the ordinances of the CITY or by separate written agreement.

IN WITNESS WIIEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Signature of Contractor's Representative	Signature of Owner's Representative
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative
Name of Contractor (company)	Name of Owner (company)
Address	Address
City, State, Zip	City, State, Zip
Area Code - Telephone Number	Area Code - Telephone Number

STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of OWNER, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____day of _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of CONTRACTOR, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____ _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

RECEIVED AND APPROVED AS TO FORM:

_____
Engineer, City of Sherman

Attachments: Exhibit "A"- Schedule of Values, Performance, Payment, and Maintenance Bonds, Certificate of Insurance/Endorsements, Contractor's Certification of Workers' Compensation, Acknowledgement Form

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and _____/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however. that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct _____ (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided, and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon. and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WIIEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

ACKNOWLEDGEMENT

As the person or entity constructing public improvements in public rights-of-way or easements in the City of Sherman ("City"), as set forth in the attached City of Sherman Private Contract, _____(Name of Contractor) and _____(Name of Owner) acknowledge and agree to the following prior to the construction of said improvements:

1. Give at least five (5) work days' notice to the City Engineer of the construction start date.

2. Confirm that the plans to be followed are those which have been approved by the City Engineer, or that any changes thereto are approved in writing by the City Engineer.

3. Provide to the City Engineer Performance, Maintenance, and Payment Bonds for the improvements in the same amounts as if the City were engaging a contractor to do the work. The City shall be a named beneficiary on these bonds.

4. Provide to the City Engineer any soil tests deemed appropriate by the City Engineer.

5. Prior to acceptance of the improvements by the City, pay any fees for any reasonable retesting deemed appropriate by the City Engineer.

6. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for City inspectors as needed.

7. Pay review, inspection and testing fees in the amount of four percent (4.0%) of the value of the improvements inspected or $_____.

8. Provide the City with a flash drive containing record drawings in pdf format and dwg/dxf format of the public improvements installed.

AGREED AND ACKNOWLEDGED this the_____day of_____, 20_____.

_____	_____
Name of Contractor (company)	Name of Owner (company)
_____	_____
Signature of Contractor's Representative	Signature of Owner's Representative
_____	_____
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative

Exhibit E
Building Materials Standards

As used in this Agreement, the term "Building Materials Standards" shall include all minimum standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Sherman's Zoning Ordinance, codified at Chapter 14 of the Code of Ordinances, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

2. The zoning ordinance that approved the current zoning on the Property, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

3. Sherman's Ordinance adopting the International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

4. Sherman's Ordinance adopting the International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

5. Sherman's Ordinance adopting the International Mechanical Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

6. Sherman's Ordinance adopting the International Plumbing Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

7. Sherman's Ordinance adopting the National Electrical Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

8. Sherman's Ordinance adopting the International Residential Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

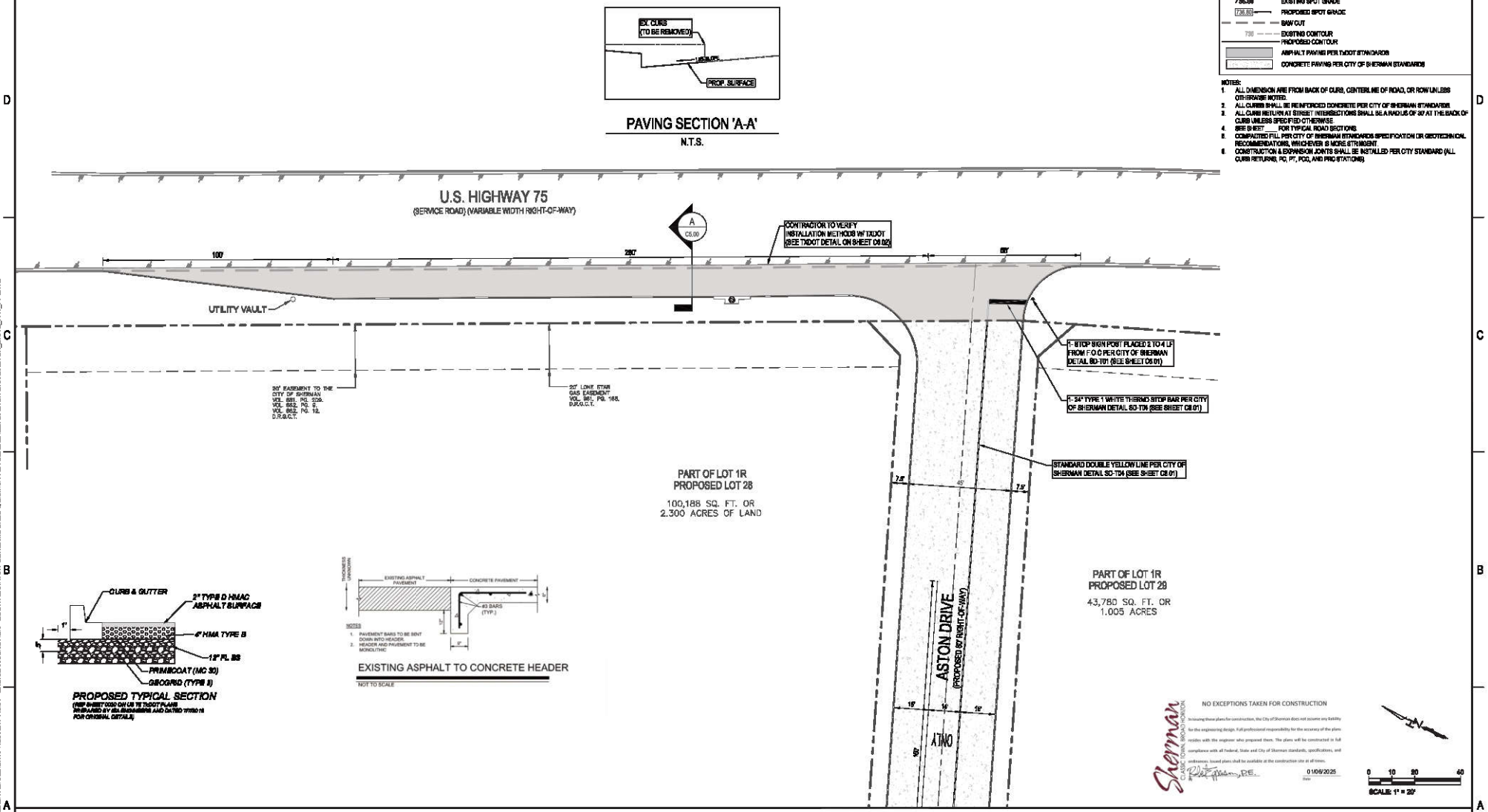
9. Sherman's Ordinance adopting the International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

10. Sherman's Ordinance adopting the International Fire Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

11. Sherman's Ordinance adopting the International Building Code and all local amendments

thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto)

12. Any other existing, future or successor ordinance, rule or regulation adopted by the Sherman City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building



UTILITY NOTE

BENCHMARK

ISSUE DRAWING LOG

MARK	DATE	DESCRIPTION

STATE OF TEXAS
KELLEN ROBERTSON
143978
LICENSED
PROFESSIONAL ENGINEER
1/9/2025

HARKINSON DEVELOPMENT CORPORATION
4589 BELTLINE ROAD, SUITE 400
ADDISON, TEXAS 75001

HUITT ZOLLARS
1800 Teague Drive, Suite 100
Sherman, Texas 75090-2952
903.328.2090
www.huitt-zollars.com

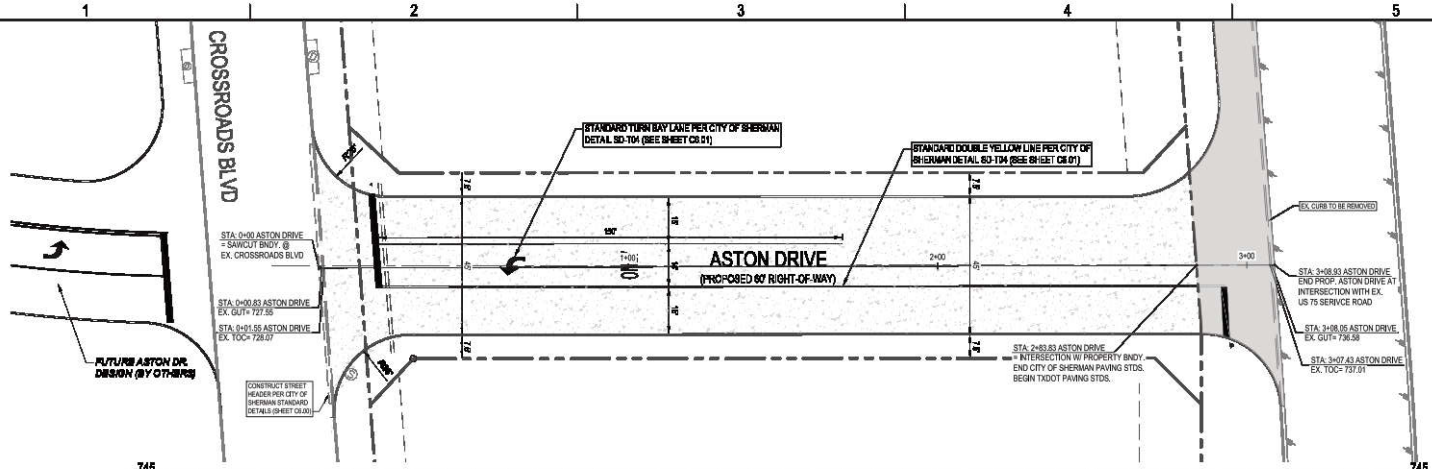
ASTON DRIVE
CIVIL IMPROVEMENTS
SHERMAN, TEXAS 75092

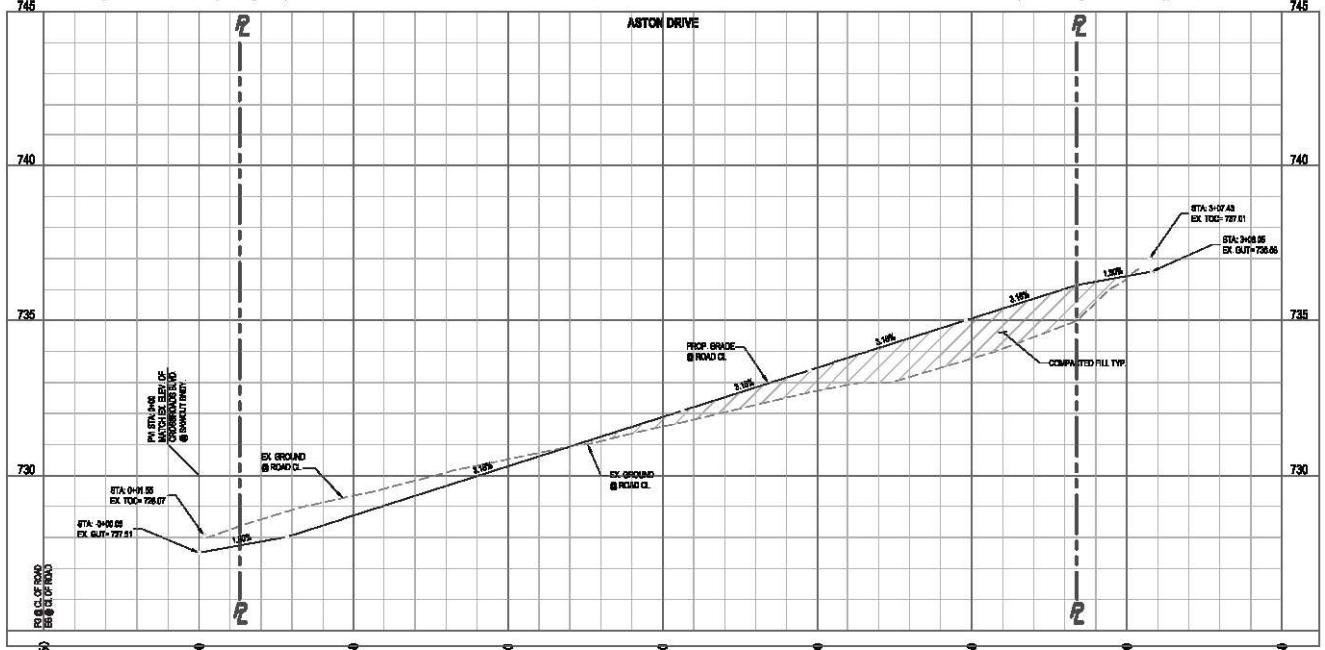
PAVING PLAN (TXDOT)

CITY PROJECT NO: 2000-A/00	
CPN 1	
CPN 2	
CPN 3	
HZ PROJECT NO.:	RP17445.01
DRAWN BY:	KROBERTSON
REVIEWED BY:	---
APPROVED BY:	---

C5.00

KROBERTSON 01/09/2026 8:16PM W:\RZ\RVS\RDS\SK10\PLCR\RP17445.01 - SHERMAN JUNCTION - SOUTH SANITARY SEWER\10 CADD & BIM\10.1 AUTOCAD\SHEETS\ASTON DRIVE\ASTON_DRIVE_PAV_PP.DWG





LEGEND

736.58	EXISTING SPOT GRADE
736.80	PROPOSED SPOT GRADE
	SAW CUT
730	EXISTING CONTOUR
	PROPOSED CONTOUR
	REF TXDOT PAVING STANDARD DETAILS
	REF CITY OF SHERMAN STANDARD DETAILS

NOTES:
1. ALL DIMENSION ARE FROM BACK OF CURB, CENTERLINE OF ROAD, OR ROW UNLESS OTHERWISE NOTED.
2. ALL CURBS SHALL BE REINFORCED CONCRETE PER CITY OF SHERMAN STANDARDS.
3. ALL CURB RETURN AT STREET INTERSECTIONS SHALL BE A RADIUS OF 30' AT THE BACK OF CURB UNLESS SPECIFIED OTHERWISE
4. SEE SHEET ____ FOR TYPICAL ROAD SECTIONS.
5. COMPACTED FILL PER CITY OF SHERMAN STANDARDS SPECIFICATION OR GEOTECHNICAL RECOMMENDATIONS, WHICHEVER IS MORE STRINGENT.
6. CONSTRUCTION & EXPANSION JOINTS SHALL BE INSTALLED PER CITY STANDARD (ALL CURB RETURNS, PC, PT, PCC, AND PRC STATIONS).

NO EXCEPTIONS TAKEN FOR CONSTRUCTION

It is issuing these plans for construction, the City of Sherman does not assume any liability for the engineering design. Full professional responsibility for the accuracy of the plans resides with the engineer who prepared them. The plans will be constructed in full compliance with all Federal, State and City of Sherman standards, specifications, and ordinances. Issued plans shall be available at the construction site at all times.

01/09/2025

0 10 20 40
@SCALE: 1" = 20'
VERT. @SCALE: 1" = 2'

UTILITY NOTE

BENCHMARK

ISSUE DRAWING LOG

MARK	DATE	DESCRIPTION

STATE OF TEXAS
KELLEN ROBERTSON
143978
LICENSED PROFESSIONAL ENGINEER
1/9/2025

HARKINSON DEVELOPMENT CORPORATION
4589 BELTLINE ROAD, SUITE 400
ADDISON, TEXAS 75001

HUITT ZOLLARS
1800 Teague Drive, Suite 100
Sherman, Texas 75090-2952
903.328.2000
www.huitt-zollars.com

ASTON DRIVE
CIVIL IMPROVEMENTS
SHERMAN, TEXAS 75092

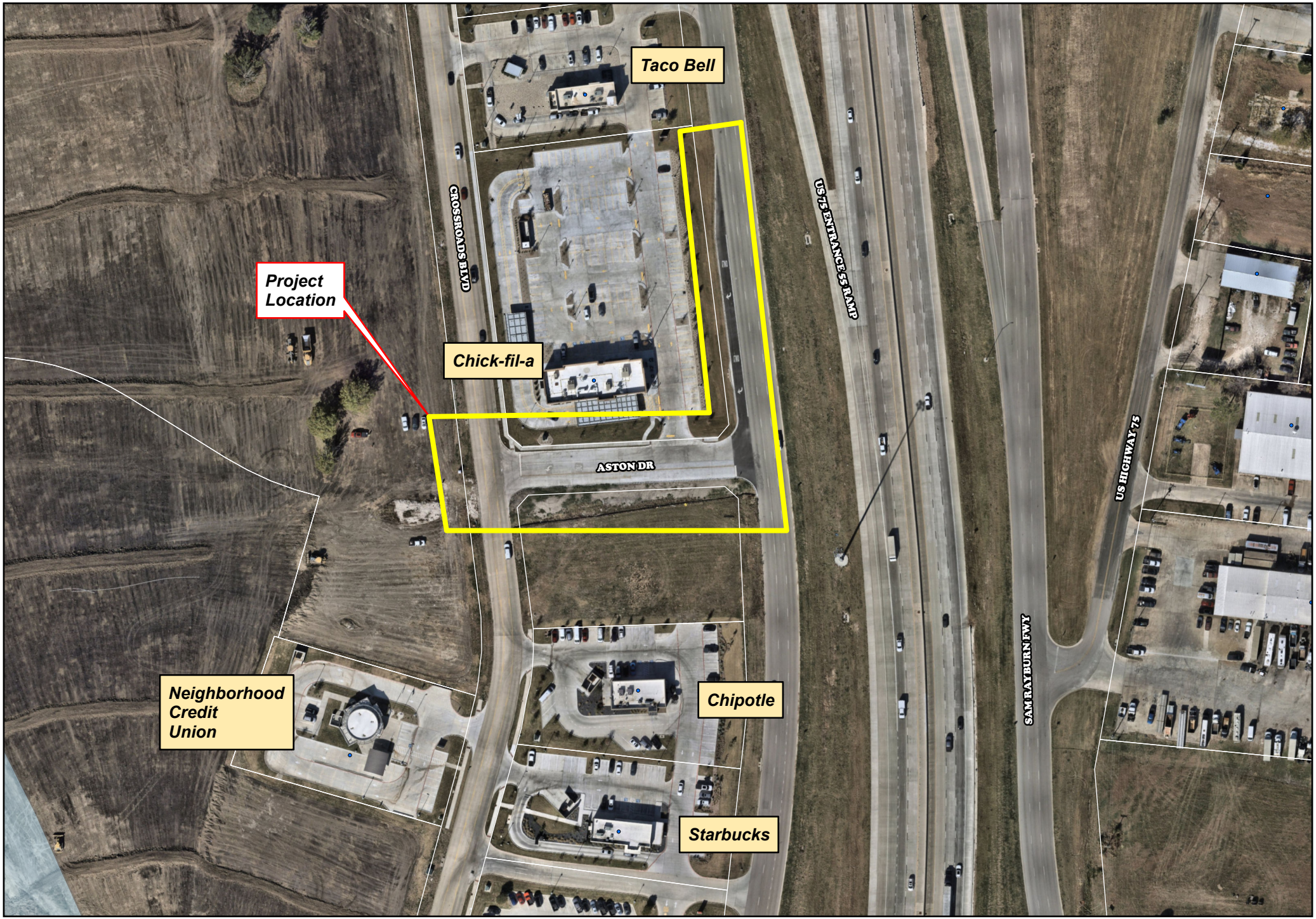
PAVING PLAN & PROFILE
ASTON DRIVE

CITY PROJECT NO: 2000-A00
CPN 1
CPN 2
CPN 3

HZ PROJECT NO.:	RR174451.01
DRAWN BY:	KROBERTSON
REVIEWED BY:	---
APPROVED BY:	---

C5.01

K:\ROBERTSON 01/09/2026 8:16PM W:\RZ\RR\RVS\RR\DISK1\0\RCLRR174451.01 - SHERMAN JUNCTION - SOUTH SANITARY SEWER\10 CADD & BIM\10.1 AUTOCAD\SHEET\ASTON DRIVE\ASTON_DRIVE_PAV_PP.DWG



Sherman Development Engineering Group

Aston Drive

1" = 150'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 12/15/2025

Prepared By: Justin Eastwood, Director of Parks and Recreation

Approved By: Zachary Flores, City Manager

Caption:
**** Request to Advertise***
Annual Services for Finish and Rough Mowing of Various City Properties

Issue:
Requesting permission to advertise for the annual contract for mowing of City boulevards, islands, street right-of-ways, and other City properties

Background:
In order to optimize efficiency and maintenance, City staff has contracted for various City-owned properties to be mowed on a periodic basis. The public bid will be structured to include bidding components for finish and rough mowing locations, to be overseen by the Park Maintenance department. City staff requests permission to advertise for bids to provide these services.

Capital Improvement Program:

Origination:
Park Maintenance Department

Financial Consideration:
Funding for mowing services has been allocated in various City department budgets for the 2025-2026 fiscal year. Costs for advertising are expected to be about $200.00.

Staff Recommendation:
It is recommended that the City Council authorize the staff to advertise for bids.

Alternatives:
As may be directed by the City Council

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 12/15/2025

Prepared By: Darci Penny, Software Coordinator

Approved By: Zachary Flores, City Manager

Caption:

**** PAYMENT AUTHORIZATION***

Authorizing payment for renewal of Tyler Technologies software and software as a service for the City of Sherman.

Issue:

Annual renewal of software for City of Sherman.

Background:

The City of Sherman utilizes Tyler Technologies ERP Pro and EPL software to aid in the daily operation of the city's tasks for modules utilized by HR, UB, Courts, Finance, and other departments. The payment covers annual renewal of maintenance, subscription and device fees.

Capital Improvement Program:

Origination:

Information Technology Department

Financial Consideration:

Funds are available in the FY25-26 budget. Costs are $162,618.13 for ERP Pro and $164,407.95 for EPL, combined for a total of $327,026.08.

Staff Recommendation:

Staff recommends approval of the annual renewal costs.

Alternatives:

As directed by Council.

Attachments:

1. Sherman TX - ERP Pro Proforma
2. Sherman, TX - EPL - 219043 for 05.01.26

Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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PROFORMA

Company	Order No.	Date	Page
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To: CITY OF SHERMAN
IT DEPARTMENT
PO BOX 1106
SHERMAN, TX 75091-1106
United States

Ship To: CITY OF SHERMAN
IT DEPARTMENT
PO BOX 1106
SHERMAN, TX 75091-1106
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 44583		Net 30	USD	ELEC	

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Sherman, TX						
01/Apr/2010	1	Renewal: Core Financials - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	30,729.90	30,729.90
01/May/2010	2	Renewal: Purchasing - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	6,131.03	6,131.03
01/May/2010	3	Renewal: Fixed Assets - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	3,372.71	3,372.71
01/May/2010	4	Renewal: Project Accounting - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	4,904.41	4,904.41
01/Apr/2010	5	Renewal: Human Resources Management (Includes Position Budgeting) - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	29,197.50	29,197.50
01/Feb/2010	6	Renewal: Utility Billing Water/Gas - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	14,598.79	14,598.79
01/Feb/2010	7	Renewal: One Time Charge Import Utility **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	1,459.66	1,459.66
01/Feb/2010	8	Renewal: Cashiering Receipt Import - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	2,256.63	2,256.63
	9	Renewal:	1	EA	1,167.32	1,167.32

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Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
01/Feb/2010		Additional Handheld Meter-Reader Interface - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	10	Renewal:	1	EA	4,963.73	4,963.73
01/Feb/2010		Cashiering - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	11	Renewal:	1	EA	8,465.65	8,465.65
01/Jul/2010		Content Manager Core - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	12	Renewal:	1	EA	1,402.47	1,402.47
01/Apr/2010		Basic Network Services **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	13	Renewal:	1	EA	1,459.66	1,459.66
01/Apr/2010		Utility Payment Import Interface - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	14	Renewal:	1	EA	13,903.60	13,903.60
01/Aug/2010		Criminal Case Manager - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	15	Renewal:	1	EA	1,261.06	1,261.06
01/Jan/2020		Case Import Interface - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	16	Renewal:	1	EA	2,522.07	2,522.07
01/Jan/2020		Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions) - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	17	Renewal:	1	EA	4,962.76	4,962.76
01/Oct/2009		Accounts Receivable - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	18	Renewal:	1	EA	6,126.15	6,126.15
01/Jul/2010		Disaster Recovery Services **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				
	19	Renewal:	1	EA	169.14	169.14
01/Aug/2010		Media Plus Automated Cash Drawer **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**				



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Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
01/Aug/2010	20	Renewal: Media Plus Automated Cash Drawer **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	169.14	169.14
01/Aug/2010	21	Renewal: Media Plus Automated Cash Drawer **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	169.14	169.14
01/Oct/2009	22	Renewal: Epson TM-U950P Receipt Validation Printer **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	935.72	935.72
11/Dec/2006	23	Renewal: Utility Access **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	5,520.00	5,520.00
11/Dec/2006	24	Renewal: Combined Offering w/DataProse **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	3,600.00	3,600.00
11/Dec/2006	25	Renewal: Accounts Receivable - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	1,200.00	1,200.00
16/Oct/2012	26	Renewal: Case Import Interface - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	0.00	0.00
11/Jan/2013	27	Renewal: CRM Web Services - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	1,525.05	1,525.05
16/Sep/2016	28	Renewal: Meter Data Sync with Scheduler - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	2,333.69	2,333.69
10/Oct/2017	29	Renewal: Custom Non-Meter Import Program - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	1,792.39	1,792.39
11/Nov/2021	30	Renewal: PCI Service Fee (Per Device) **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	6	EA	180.00	1,080.00



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Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
15/Feb/2022	31	Renewal: PCI Service Fee (Per Device) **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	3	EA	180.00	540.00
26/Aug/2022	32	Renewal: PCI Service Fee (Per Device) **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	4	EA	180.00	720.00
13/Oct/2022	33	Renewal: PCI Service Fee (Per Device) **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	180.00	180.00
18/Jan/2023	34	Renewal: PCI Service Fee (Per Device) **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	180.00	180.00
19/Apr/2023	35	Renewal: Epson TMH6000V Thermal Receipt Printer White USB NEW **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	245.63	245.63
28/Jun/2023	36	Renewal: Vasario Cash Drawer MultiPRO Interface to Printer Black DLL VB320 BL1616 NEW **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	44.94	44.94
16/Apr/2024	37	Renewal: Applicant Tracking **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	303.19	303.19
20/Jun/2024	38	Renewal: Court Case Resolution Bundle **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	0.00	0.00
05/Aug/2024	39	Renewal: My Civic Utility Access Interface - Subscription **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	0.00	0.00
21/Mar/2025	40	Renewal: Tyler University **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	2,500.00	2,500.00
30/Apr/2025	41	Renewal: Service Orders Mobile - Maintenance **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months**	1	EA	525.00	525.00

Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

Company	Order No.	Date	Page
025	219005	11/24/2025	5 of 5

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost

Does not include any applicable taxes

Order Total: 162,618.13

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

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Email: ar@tylertech.com

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PROFORMA

Company	Order No.	Date	Page
025	219043	12/01/2025	1 of 3

To: CITY OF SHERMAN
CITY MANAGER
220 W MULBERRY ST
SHERMAN, TX 75090-5832
United States

Ship To: CITY OF SHERMAN
CITY MANAGER
220 W MULBERRY ST
SHERMAN, TX 75090-5832
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 44583		Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Sherman, TX					
1 10/Apr/2023	Renewal: Community Development Suite - Per User **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	12	EA	3,166.80	38,001.60
2 10/Apr/2023	Renewal: Business Management Suite - Per User **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	5	EA	3,166.80	15,834.00
3 10/Apr/2023	Renewal: Business Management API Toolkit **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00
4 10/Apr/2023	Renewal: Civic Access - Community Development **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	7,679.70	7,679.70
5 10/Apr/2023	Renewal: Enterprise Permitting & Licensing Executive Insights Bundle **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months** :	1	EA	8,826.30	8,826.30
6 10/Apr/2023	Renewal: Civic Access - Business Management **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	4,725.00	4,725.00
7 10/Apr/2023	Renewal: Workforce Mobile Site License **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00
8 10/Apr/2023	Renewal: Standard Technical Support **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00



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(FEIN 75-2303920)
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Dallas, TX 75320-3556

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Fax: 1-866-673-3274
Email: ar@tylertech.com

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PROFORMA

Company	Order No.	Date	Page
025	219043	12/01/2025	2 of 3

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
10/Apr/2023	9	Renewal: Advanced Automation Bundle **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00
10/Apr/2023	10	Renewal: GIS Site License **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00
10/Apr/2023	11	Renewal: e-Reviews External Reviewers **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	6,620.25	6,620.25
10/Apr/2023	12	Renewal: Community Development API Toolkit **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00
10/Apr/2023	13	Renewal: ReadyForms **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00
10/Apr/2023	14	Renewal: Hosted Report Management (additional user) **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00
10/Apr/2023	15	Renewal: Core Foundation Bundle **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	0.00	0.00
10/Apr/2023	16	Renewal: eReviews **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	8,826.30	8,826.30
30/May/2024	17	Renewal: Payments PCI Service Fee (Per Device) **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	2	EA	198.45	396.90
28/May/2024	18	Renewal: Community Development Suite - Per User - Subscription **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	15,834.00	15,834.00
10/Dec/2024	19	Renewal: Community Development Suite - Per User - Subscription **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	11	EA	2,237.55	24,613.05

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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

Company	Order No.	Date	Page
025	219043	12/01/2025	3 of 3

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
31/Mar/2025	20	Renewal: Community Development Suite - Additional User - Subscription **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	7	EA	2,237.55	15,662.85
31/Mar/2025	21	Renewal: Enterprise Permitting & Licensing View Only Licenses (All Suites) - Subscription **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	12	EA	384.30	4,611.60
25/Jun/2025	22	Renewal: Community Development Suite - Per User - Subscription **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	5	EA	2,129.40	10,647.00
11/Aug/2025	23	Renewal: Community Development Suite - Per User - Subscription **Cycle Start: 05/01/2026, End: 04/30/2027; Term: 12 months**	1	EA	2,129.40	2,129.40

Does not include any applicable taxes **Order Total:** 164,407.95

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.1.

Meeting Date: 12/15/2025

Prepared By:

Approved By: Zachary Flores, City Manager

Caption:
Other Business
Receive Presentation from TAPS General Manager Shellie White

Issue:

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.2.

Meeting Date: 12/15/2025

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, City Manager

Caption:
Other Business
Providing an update on the City of Sherman Streets

Issue:
To provide an update on the City of Sherman Streets

Background:
Since January 2025, crews have continued work in all quadrants of the city. City crews have paved approximately 10 miles of roadway. Contractors have completed approximately 3 miles of paving.

Capital Improvement Program:

Origination:
Department of Public Works

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
1. New City of Sherman Streets Update Dec 2025



City of Sherman Streets Update

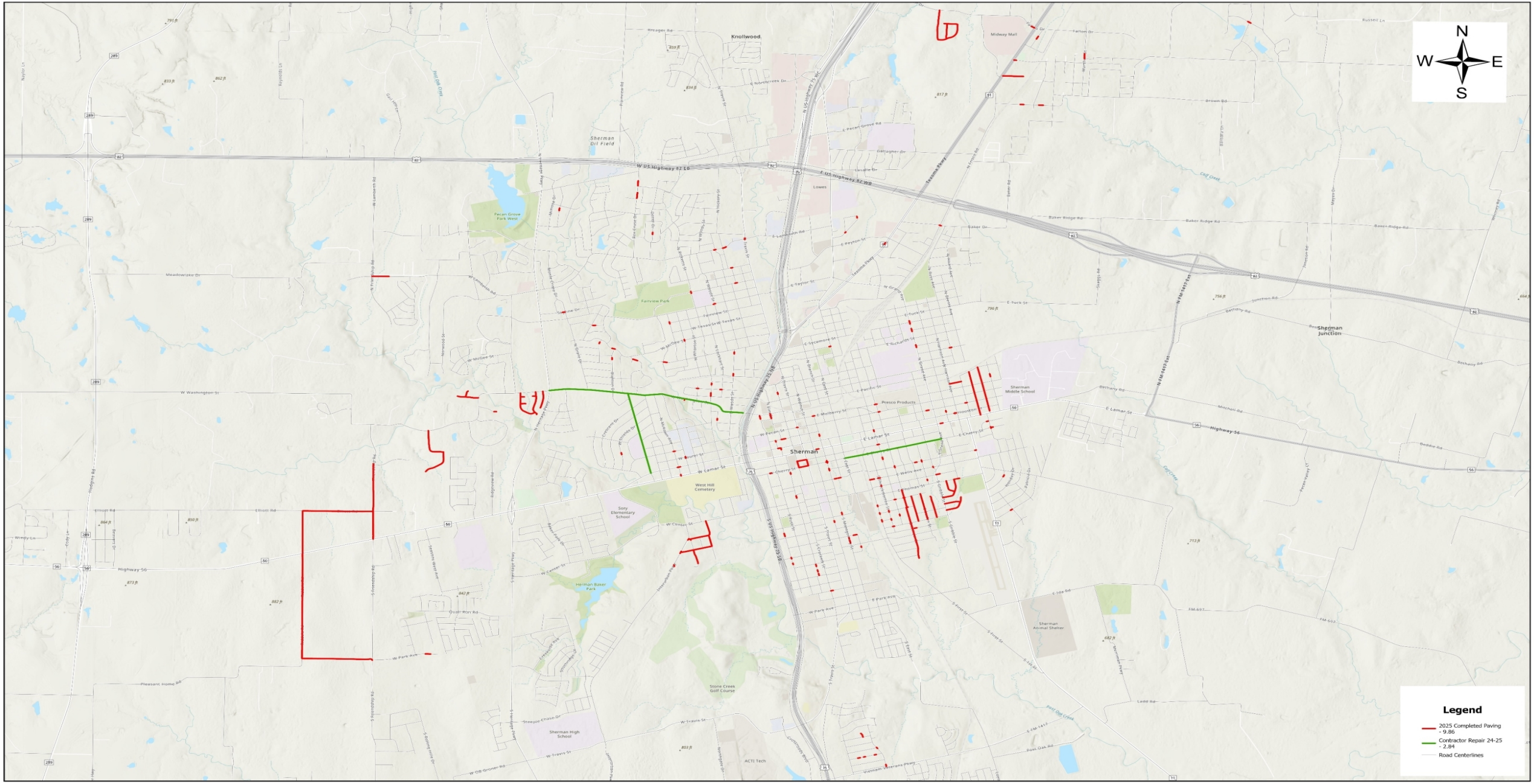
June 2025-December 2025

Sherman Paving Plan to date

Since January 2025 crews have continued conducting work in all quadrants of the city.

City crews have paved approximately 10 miles of roadway which includes focusing on neighborhoods to establish a regular maintenance routine.

Contractor support has been a great assistance completing approximately 3 miles of paving. These projects are usually more comprehensive which includes removing old cement roadways that were chipseal over as well as curb/gutter work. Sidewalks are addressed when appropriate and funding allows. Projects include Sunset Blvd, Washington St, and Cherry St projects.



CITY OF SHERMAN
Streets Maintenance Paving

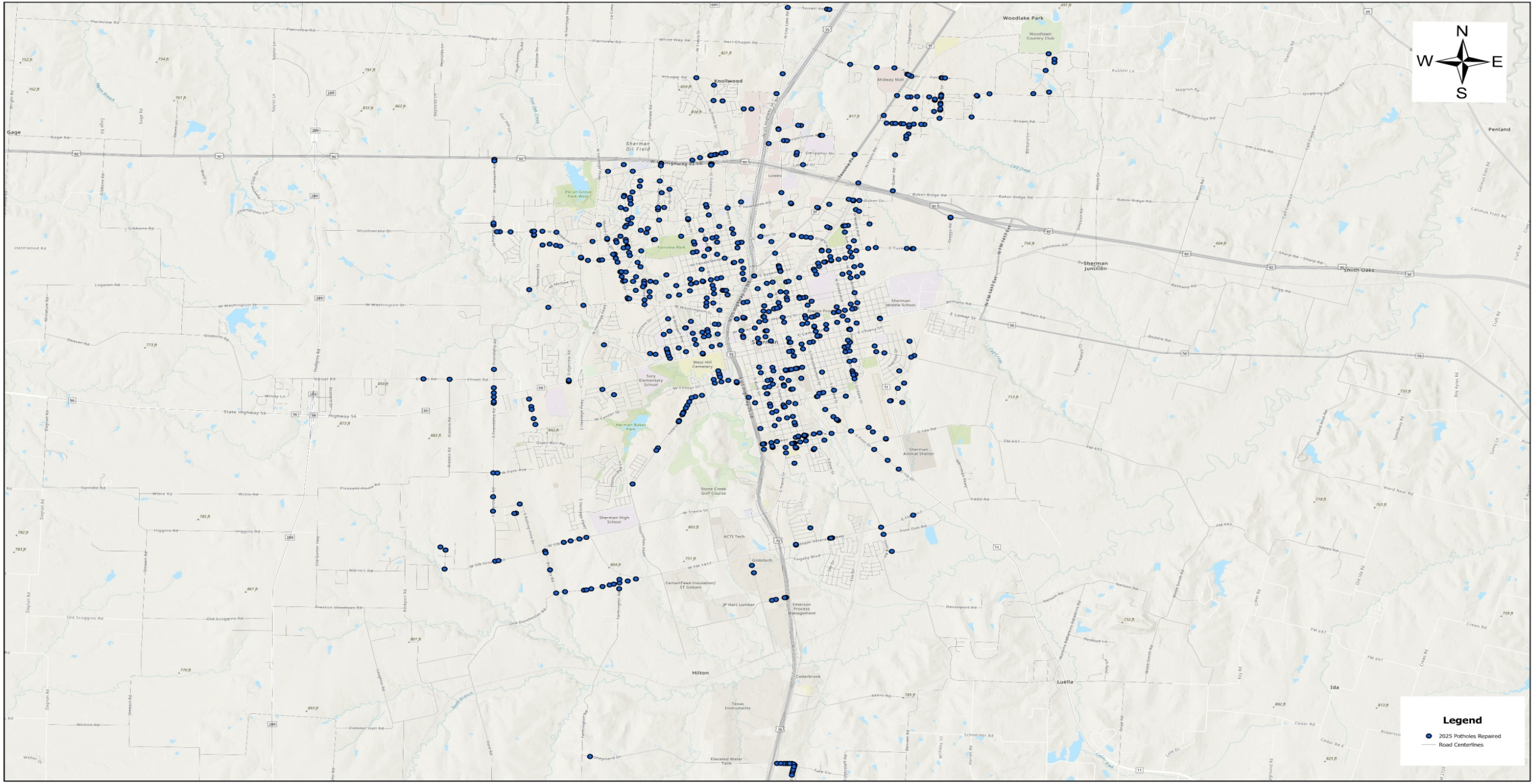
Sherman
CLASSIC TOWN. BROAD HORIZON.

Pothole repairs to date

The Cities pothole crew has addressed pothole complaints while also actively looking for potholes while driving around the city.

Over 2,051 potholes were repaired by this crew.

These repairs also occurred in all four quadrants of the city.



CITY OF SHERMAN
Streets Maintenance Potholes
Filled Potholes - 2,051+

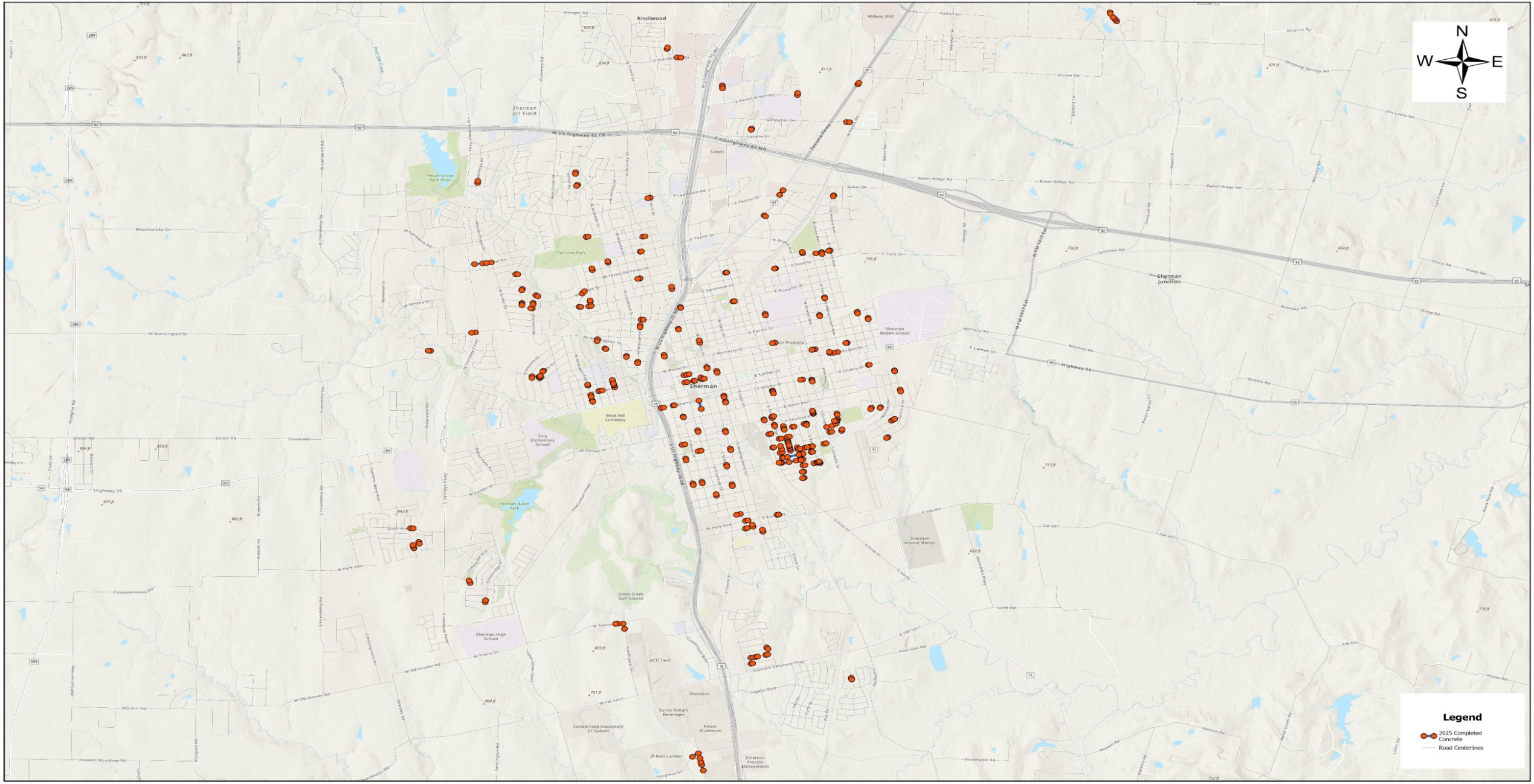
Sherman
CLASSIC TOWN. BROAD HORIZON.

Concrete repairs to date

Concrete crews a responsible for curb and gutter repair/replacement, concrete roadway repairs, utility cuts and panel replacements.

These crews work in advance of the asphalt crew to repair/replace damaged curb and gutters to keep asphalt paving operations on schedule.

This crew has also worked in all four quadrants of the city and is responsible for approximately 375 cubic yards of concrete work.



CITY OF SHERMAN
Streets Maintenance Concrete
Cubic Yards Used - 374.86

Sherman
CLASSIC TOWN. BROAD HORIZON.

Upcoming streets projects plan

Repave Canyon Creek, Nantucket, Vancouver, and Sherwood neighborhood. This is the area where the contractor realigned the sanitary sewer out of the creek and into the roadway.

(City Crew)

Cherry St phase two project

(Contractor)

North Travis St project (Hwy 56 north to Hwy 75)

(Contractor)

Several downtown streets

(City Crew)

Rosedale neighborhood, Vernon Holland/College street neighborhood, Monte Cristo/San Miguel neighborhood

(City Crew)

five years of street improvements

- Public Works fully understands and has responded to the Mayor and Councils desire to improve the conditions of our roadways and appreciates the support received.

	Budgeted	**Spent**	
➢ 2021 – 3.94 miles	$633,056	$654,174	
➢ 2022 – 5.40 miles	$934,756	$616,901	
➢ 2023 – **5.47 miles**	$1,500,906	$1,218,245	
➢ 2024 – **6.20 miles**	$1,426,185	$1,363,963	
➢ 2025 – **12.78 miles**	$1,944,000	$2,307,992	(CIP - $3,618,857)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.3.

Meeting Date: 12/15/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
**** Other Business***
Approving the City of Sherman's Holiday Schedule for 2026

Issue:
Approving the holiday schedule for 2026

Background:
Public Information Act Section 552.0031(f) [City approved holidays], the City has designated as a City and/or State-recognized holidays the dates on the following holiday schedule.

The City will observe the following holidays during 2026:

- Thursday, January 1 — New Year's Day
- Monday, January 19 — Martin Luther King Day
- Friday, April 3 — Good Friday
- Monday, May 25 — Memorial Day
- Friday, June 19 — Juneteeth National Independence Day
- Friday, July 3 — Independence Day
- Monday, September 7 — Labor Day
- Wednesday, November 11 — Veterans Day
- Thursday, November 26 — Thanksgiving
- Friday, November 27 — Thanksgiving
- Thursday, December 24 — Christmas
- Friday, December 25 — Christmas

Capital Improvement Program:

Origination:
City Clerk's Office

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

1. Council Calendar 2026

2026
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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February						
Su	Mo	Tu	We	Th	Fr	Sa
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March						
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April						
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May						
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31						

June						
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28	29	30				

July						
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August						
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30	31					

September						
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October						
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November						
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29	30					

December						
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20	21	22	23	24	25	26
27	28	29	30	31		

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	

§ 3.05.003. Construction board of appeals.

Chapter 1, Section 113 of the International Building Code (2021).

CONSTRUCTION BOARD OF APPEALS

Section 113 and Appendix B of the International Building Code (2021)

(1) **113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this chapter and adopted codes, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body of the city and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decision and findings in writing to the appellant with a duplicate copy to the building official.

(2) **113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

(3) **B101.2 Application for appeal.** Any person shall have the right to appeal a decision of the building official to the board. An application for appeal shall be based on a claim that the intent of this chapter or adopted codes or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the building official within 20 days after the notice was served.

(4) **B101.5 Notice of meeting.** The board shall meet upon notice from the chairperson, within 30 days of the filing of an appeal or at stated periodic intervals.

(5) **B101.5.1 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the building official and any person whose interests are affected shall be given an opportunity to be heard.

(6) **B101.3 Membership of board.** The board shall consist of five voting members appointed by the governing body of the city. Each member shall serve for three (3) years or until a successor has been appointed. Each member may serve four (4) terms. The board members' terms shall be staggered at intervals, so as to provide continuity. The building official shall be an ex officio member of said board but shall not vote on any matter before the board.

(7) **B101.3.1 Qualifications.** The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the city.

(8) **B101.3.2 Alternate members.** The governing body of the city is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the

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qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

(9) **B101.5.2 Quorum.** Three members of the board shall constitute a quorum.

(10) **B101.7 Board Decision.** The board shall only modify or reverse the decision of the building official by a concurring vote of three or more members.

(11) **Procedures of the board.**

(A) **Rules and regulations.** The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 days after notice of appeal has been received.

(B) **Decisions.** The construction board of appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order or disallowance of the building official or varies the application or of any provision of this code, the building official shall promptly take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final, subject however to such remedy as any aggrieved party might have at law or in equity.

(Ordinance 6691 adopted 2/5/2024)

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Airport Advisory Board

Established August 19, 2019 - Ord. No. 6239

City Staff: Mary Lawrence
Department Responsibility: Public Works Manager

Meetings: No set date - Meet as called by Chairperson

Members:	District	(A)Appoint (R)Reappoint	Letter Sent	Term Begins	Term Expires	Terms	Membership Requirements
Greg Perry	-	A		11/7/2023	11/7/2025	1	
Rick Mask	-	A		11/7/2023	11/7/2025	1	
Nathan Wieck	2	A		11/2/2021	11/2/2023	1	
		R		11/2/2023	11/2/2025	2	
Bob Nunn	1	A		1/22/2025	1/22/2027	1	
WaaDee Hudson	4	A		10/18/2022	10/18/2024	1	
		R		10/28/2024	10/18/2026	2	
Randy Workman	-	A		10/18/2022	10/18/2024	1	
		R		10/28/2024	10/18/2026	2	
Stephen Sanderson	4	A		10/22/2022	10/22/2024	1	
		R		10/22/2025	10/22/2026	2	

Number of Members: 7
Qualifications - All members must live in Grayson County & at least 3 members must live inside the City of Sherman
Length of Terms: Two (2) Years
Consecutive Term Rule: Maximum of Two (2) successive terms; eligible for reappointment after at least one (1) year absence

Appointed by: City Council
Elected Officials: Chairperson & Secretary
Attendance Requirements: None

Purpose: It shall provide such other airport advisory functions as may be directed by the City Council.

Responsibilities: This committee shall advise City Council as to recommend changes in current fees and charges for airport T-hanger rentals and related airport services, in airport rules, regulations and operations of Sherman Municipal Airport.

Greater Texoma Utility Board (GTUA)

Established in 1966 by House Bill 976

City Staff: Zachary Flores, City Manager
Department Responsibility: Management

Meetings: Monthly and Special Called

Members:	District	(A)Appoint (R)Reappoint	Letter Sent	Term Begins	Term Expires	Terms	Membership Requirements
Member I Kristofor Spiegel				1/1/2023	12/31/2024		Place 1 Denison Appointee
Member II Stanley Thomas				02/2018	12/31/2019 12/31/2021 12/31/2023 12/31/2025		Place 2 Denison Appointee
Member III Ken Brawley				08/2017	12/31/2018 12/31/2020 12/31/2022 12/31/2024		Place 3 Denison Appointee
Member IV Donald Johnston *Vice President*		A R R R R		01/2016 12/31/2017 12/31/2019 12/31/2021 12/31/2023	12/31/2017 12/31/2019 12/31/2021 12/31/2023 12/31/2025	1 2 3 4 5	Place 4 Sherman Appointee
Member V Matt Brown		A R R R		1/16/2018 12/31/2019 12/31/2021 12/31/2023	12/31/2019 12/31/2021 12/31/2023 12/31/2025	1 2 3 4	Place 5 Sherman Appointee
Member VI Brad Morgan *President*		U R R R R R R		8/5/2014 12/31/2014 12/31/2016 12/31/2018 12/31/2020 12/31/2022 12/31/2024	12/31/2014 12/31/2016 12/31/2018 12/31/2020 12/31/2022 12/31/2024 12/31/2026	0 1 2 3 4 5 6	Place 6 Sherman Appointee
Member VII Henry Koehler				1/1/2023	12/31/2024		Place 7 Gainesville Appointee
Member VIII Robert Hallberg				1/1/2021	12/31/2022 12/31/2024		Place 8 Anna Appointee
Member IX Scott Blackerby *Secretary - Treasurer*				08/2016	12/31/2019 12/31/2021 12/31/2023 12/31/2025		Place 9 General Law Cities Appointee

General Manager, GTUA - Paul Sigle
General Counsel - Mike Wynne, Wynne & Smith

***Note:**

Number of Members: 3
Qualifications - Citizens who are leaders in the community; Professional business leaders; Some knowledge of Water, Wastewater and Solid Waste needs.
Length of Terms: Two (2) Years; Ord. No. 3346 - August 1979
Consecutive Term Rule: No Rule

Appointed by: Mayor & City Council
Elected Officials: Chairperson (Appointed)
Attendance Requirements: No Rule

Purpose:

Responsibilities: The GTUA was created by the State Legislature to assist municipalities with water, wastewater, and solid waste needs. The GTUA is a governmental authority and has powers, functions, and responsibilities similar to river authorities. All services are provided by contract with member entities.

2025
Council Calendar

January

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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February

Su	Mo	Tu	We	Th	Fr	Sa
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16	17	18	19	20	21	22
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March

Su	Mo	Tu	We	Th	Fr	Sa
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30	31					

April

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20	21	22	23	24	25	26
27	28	29	30			

May

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	6	7	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/11/2025	Budget Planning Meeting
5/22/2025	Capital Improvement Meeting
9/12/2025	Joint Meeting with SEDCO
9/29/2025	Joint Meeting with SISD
10/9/2025	Council/P&Z Training

2026
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
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