

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JANUARY 5, 2026
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER CLAY BARNETT**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 15, 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. 6903 (TABLED AT THE DECEMBER 1, 2025 REGULAR CITY COUNCIL MEETING)

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

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6904 (TABLED AT THE DECEMBER 1, 2025 REGULAR CITY COUNCIL MEETING)

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

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6903 and 6904.

Resolutions

F.1. RESOLUTION NO. 7609

Awarding a Bid to and Authorizing Execution of a Contract Between Landmark Structures I, LP and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Shepherd 2.0 Million Gallon Elevated Storage Tank

F.2. RESOLUTION NO. 7610

Authorizing The City Manager Or His Designee To Execute A Gift Deed For The Acquisition Of 10.67 Acres Of Land In The Preston Kitchens Survey, Abstract 667, Sherman, Texas; For The Dedication Of Land For A Detention Pond And Drainage Purposes In The Sherman Crossroads Development.

F.3. * RESOLUTION NO. 7611

Authorizing The City Manager Or His Designee To Execute A Purchase And Sale Agreement With Aria Esmaili And 3 Nat LLC For The Purpose Of Purchasing 2 Lots In Sherman, Texas For The Future Site Of The Fleet Service Center.

F.4. * RESOLUTION NO. 7612

Authorizing the Execution of an Encroachment Agreement with Grow Sherman Realty, LLC for the Encroachment of an Existing One-Story Structure within the to-be-platted 10' Utility Easement along Texoma Drive in the proposed Grow Sherman Realty Addition

F.5. * RESOLUTION NO. 7613

Authorizing Execution of an Agreement with Willdan Financial Services to Provide the FY2026 Water/Wastewater Rate Update

Payment Authorization

G.1. * PAYMENT AUTHORIZATION

Authorizing the purchase of new fiscal year desktop and laptop computers from CDWG through Texas DIR contracts (Texas Misc IT HW Peri and Components DIR-CPO-5093, Dell Held Texas DIR Agreement DIR-CPO-5792, TXDIR - Panasonic DIR-CPO-5225)

Other Business

H.1. * OTHER BUSINESS

Approval of the 2025 Ad Valorem Tax Roll Value and Tax Levy

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:

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) Sherman Housing Authority (2)
- b) Texoma Community Center Board of Trustees (1)

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.

- a) Bel Air Planned Development

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

Adjournment

COUNCIL CALENDAR

M.1. 2026 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 December 29, 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 29th day of December 2025. City of Sherman, Texas



Teri Fine, 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

Shawn C.
Teamann

Deputy Mayor

Henry Marroquin

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Clay Barnett, Council – District #1

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



ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, November 17, 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 00:09:39.

Mayor Teamann called the meeting to order at 5:02p.m.

Council Members Present:

Mayor Shawn Teamann

Deputy Mayor Henry Marroquin

Council Member Pam Howeth

Council Member Josh Stevenson

Council Member Daron Holland

Council Member Clay Barnett

Council Members Absent:

Council Member Juston Dobbs

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

Bookmarked at 00:09:47

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

Bookmarked at 00:10:40

The City Council reviewed the minutes of Regular City Council Meeting of December 1, 2025. Motion by Council Member Holland 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.

Bookmarked at 00:10:57

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 00:11:17

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

Council Member Barnett made a motion to approve items G. 1, H. 1 and I. 3 on the consent agenda. Second made by Council Member Howeth.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:12:40 – Reading

Bookmarked at 00:21:13

Council Member Howeth made a motion to approve Ordinance 6905. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:12:40 - Reading

Bookmarked at 00:16:23 – Discussion

Bookmarked at 00:21:30

Council Member Stevenson made a motion to approve Ordinance 6906. Second made by Council Member Howeth.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:14:49 – Reading

Bookmarked at 00:16:23 – Discussion

Bookmarked at 00:25:58

Council Member Howeth made a motion to approve Ordinance 6907. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:14:56 – Reading

Bookmarked at 00:17:06 – Discussion

Bookmarked at 00:26:22

Council Member Howeth made a motion to approve Ordinance 6908. Second made by Council Member Holland.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, and MARROQUIN

VOTING NAY: STEVENSON

ABSTENTION: BARNETT

MOTION CARRIED

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

Bookmarked at 00:15:08 – Reading

Bookmarked at 00:17:36 – Discussion

Bookmarked at 00:22:25

Council Member Howeth made a motion to approve Ordinance 6909. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:15:17 – Reading

Bookmarked at 00:17:53 – Discussion

Bookmarked at 00:22:04

Council Member Barnett made a motion to approve Ordinance 6910. Second made by Council Member Howeth.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:15:25 – Reading

Bookmarked at 00:18:21 – Discussion

Bookmarked at 00:22:55

Council Member Holland made a motion to approve Ordinance 6911. Second made by Council Member Barnett.

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

VOTING NAY: NONE.

ABSTENTION: MARROQUIN

MOTION CARRIED.

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 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

Bookmarked at 00:15:31 – Reading

Bookmarked at 00:18:21 – Discussion

Bookmarked at 00:22:55

Council Member Holland made a motion to approve Ordinance 6911. Second made by Council Member Barnett.

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

VOTING NAY: NONE.

ABSTENTION: MARROQUIN

MOTION CARRIED

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.

Bookmarked at 00:20:43

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

Bookmarked at 34:44

Council Member Stevenson made a motion to remove Ordinance 6891 from the table. Second made by Council Member Barnett.

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

VOTING NAY: NONE.

MOTION CARRIED

Council Member Stevenson made a motion to approve Ordinance 6891. Second made by Council Member Howeth.

VOTING AYE: TEAMANN, HOWETH, and STEVENSON

VOTING NAY: BARNETT, HOLLAND and MARROQUIN

MOTION FAILED

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

Bookmarked at 00:49:19

Council Member Barnett made a motion to approve Resolution 7606. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:50:24

Council Member Stevenson made a motion to approve Resolution 7607. Second made by Council Member Barnett.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Bookmarked at 00:11:17

Removed from consent agenda by Council.

Bookmarked at 00:11:58

Council Member Stevenson made a motion to approve Resolution 7608. Second made by Council Member Howeth.

VOTING AYE: TEAMANN, HOWETH, HOLLAND, STEVENSON, and MARROQUIN

VOTING NAY: NONE.

ABSTENTION: BARNETT
MOTION CARRIED.

Request to Advertise

G.1. * REQUEST TO ADVERTISE

Annual Services for Finish and Rough Mowing of Various City Properties
Bookmarked at 00:11:17

Council Member Barnett made a motion to approve items G. 1, H. 1 and I. 3 on the consent agenda. Second made by Council Member Howeth.

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

VOTING NAY: NONE.

MOTION CARRIED.

Payment Authorization

H.1. * PAYMENT AUTHORIZATION

Authorizing payment for renewal of Tyler Technologies software and software as a service for the City of Sherman.
Bookmarked at 00:11:17

Council Member Barnett made a motion to approve items G. 1, H. 1 and I. 3 on the consent agenda. Second made by Council Member Howeth.

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

VOTING NAY: NONE.

MOTION CARRIED.

Other Business

I.1. OTHER BUSINESS

Receive Presentation from TAPS General Manager Shellie White
Bookmarked at 00:52:45

I.2. OTHER BUSINESS

Providing an update on the City of Sherman Streets
Bookmarked at 01:04:59

I.3. * OTHER BUSINESS

Approving the City of Sherman's Holiday Schedule for 2026
Bookmarked at 00:11:17

Council Member Barnett made a motion to approve items G. 1, H. 1 and I. 3 on the consent agenda. Second made by Council Member Howeth.

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

VOTING NAY: NONE.

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

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at

EXECUTIVE SESSION

Bookmarked at 00:52:45

Mayor Teamann adjourned to executive session at 6:15p.m.

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

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

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 1:53:26

Mayor Teamann reconvened into general session at 6:46p.m.

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)
Bookmarked at 1:54:18
- b. Airport Advisory Board (3)
Bookmarked at 1:54:26
- c. Greater Texoma Utility Authority Board of Directors (2)
Bookmarked at 1:54:36

Council Member Stevenson made a motion to appoint Andrew Ramirez, Casey Hibbs, Bryan Blagg and David Downtain to the Construction Board of Appeals, to appoint Ross Richardson and reappoint Rick Mask and Gregory Perry to the Airport Advisory Board and reappoint Donal Johnson and Matt Brown to the Greater Texoma Utility Authority Board of Directors. Second made by Council Member Hollan.

VOTING AYE: TEAMANN, HOLLAND, STEVENSON, and MARROQUIN

VOTING NAY: NONE.

MOTION CARRIED.

Adjournment

Bookmarked at 1:54:46

Mayor Teamann adjourned the meeting at 6:47p.m.

MAYOR

CITY CLERK OR DESIGNEE



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.

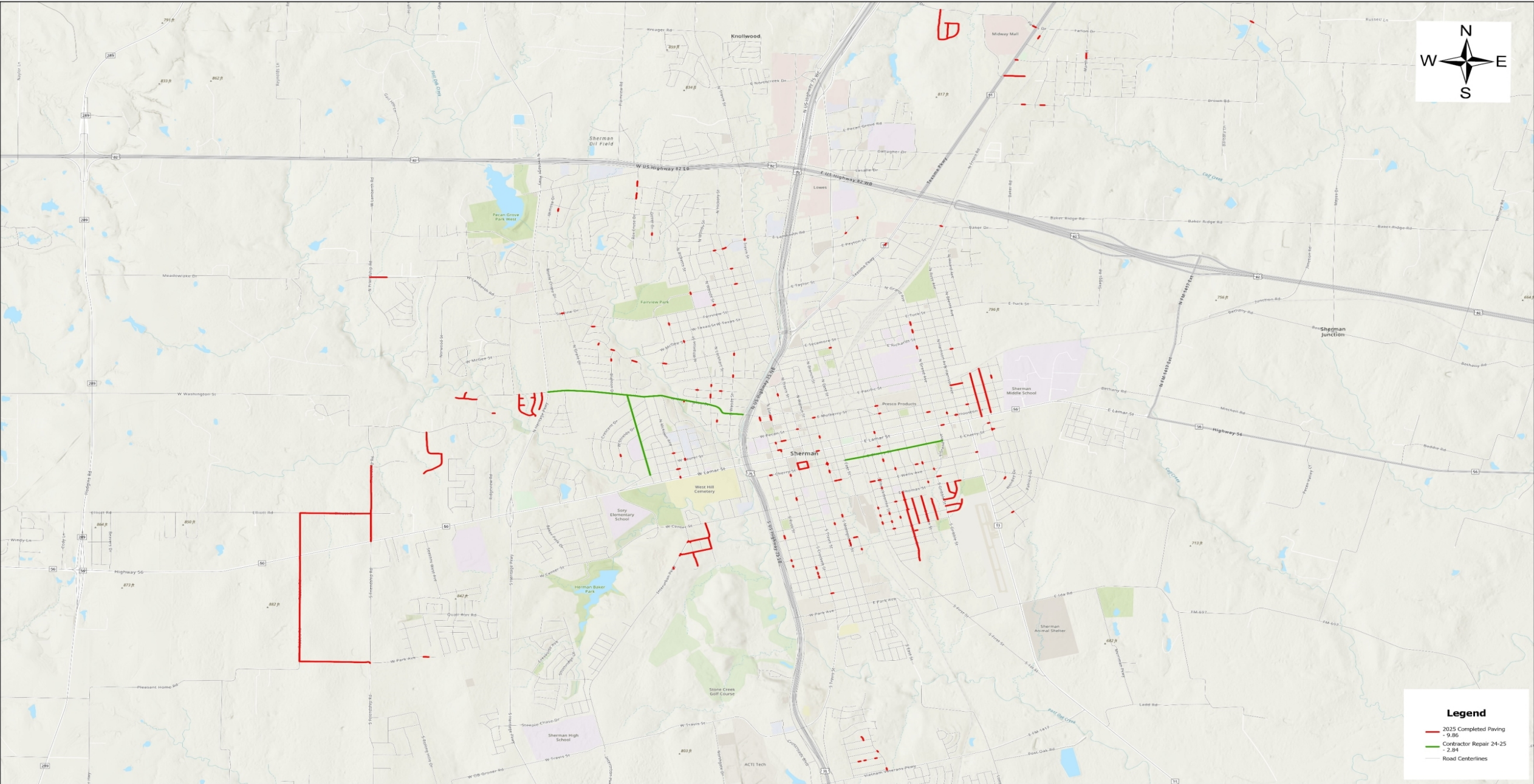
Contractor support has been a great assistance completing approximately 3 miles of paving. These projects are usually more comprehensive which includes removing old cement roadways that were chipseal over as well as curb/gutter work. Sidewalks are addressed when appropriate and funding allows. Projects include Sunset Blvd, Washington St, and Cherry St projects.



Legend

- 2025 Completed Paving - 9.86
- Contractor Repair 24-25 - 2.84
- Road Centerlines

CITY OF SHERMAN
Streets Maintenance Paving



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.

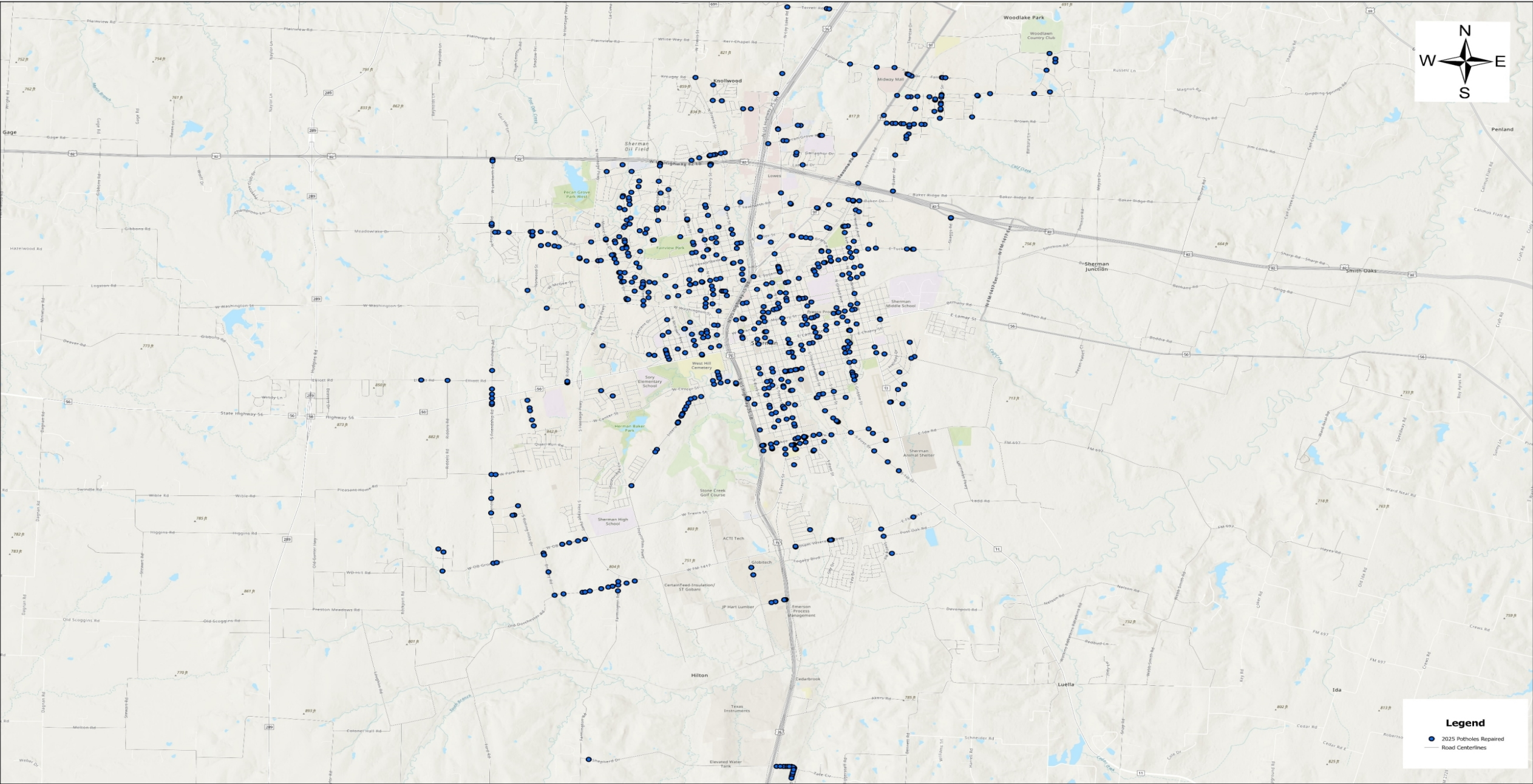
These repairs also occurred in all four quadrants of the city.



Legend

- 2025 Potholes Repaired
- Road Centerlines

CITY OF SHERMAN
Streets Maintenance Potholes
Filled Potholes - 2,051+



Concrete repairs to date

Concrete crews are 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.



Legend

- 2025 Completed Concrete
- Road Centerlines

CITY OF SHERMAN
Streets Maintenance Concrete
Cubic Yards Used - 374.86

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.

	<u>Budgeted</u>	<u>Spent</u>	
➤ 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)

Texoma Coordinated Human Services Public Transportation 5- Year Plan Development

Sherman- Denison Fixed Route Study

December, 2025

Agenda

- 1. Introductions**
- 2. Project Goals**
- 3. Review of Work Plan and Schedule**
- 4. Discussion of Key Stakeholder Engagement Findings to Date**
- 5. Existing Conditions Analysis**
- 6. Next Steps**

Project Goals

Help Prioritize Transportation Funding for Older Adults, People with Disabilities and Veterans



Conduct a **comprehensive assessment** of transportation needs



Facilitate meaningful **stakeholder and public engagement**



Identify **gaps and duplication** in transportation services



Identify and facilitate prioritization of **unmet needs**



Identify **goals and strategies** to address unmet needs



Prepare a **five-year update** of the regional coordination plan

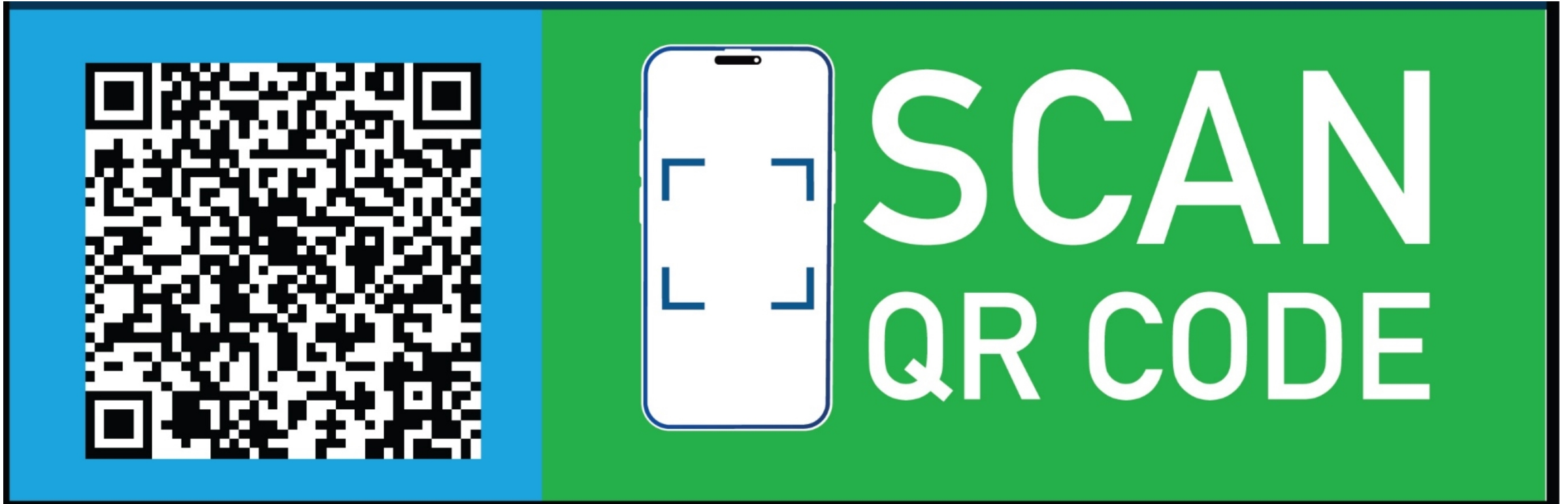
Project Tasks



Public and Stakeholder Engagement Findings: So Far...

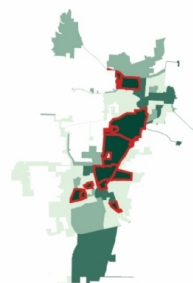
- Lack of Awareness of Transportation Options in Rural Areas
- Desire for More Frequent Service in Urban Areas
- Funding sources and sustainability?
- Medical Access and Grocery Shopping are Trip Drivers
- Frontline Staff is Valued in the Community
- Maintain Existing Services
- Need for Expanded Services in Both Rural and Urban Areas

Public and Stakeholder Engagement

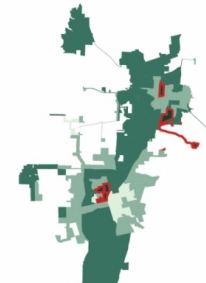


Existing Services Analysis

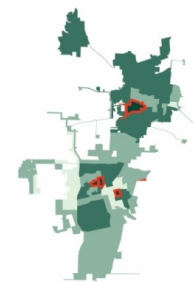
Autoless Households



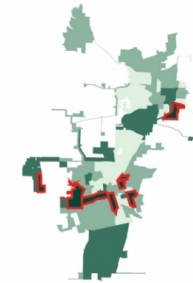
Elderly Population



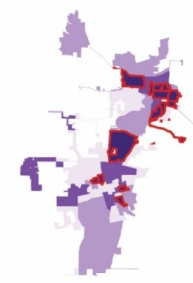
Individuals with Disabilities



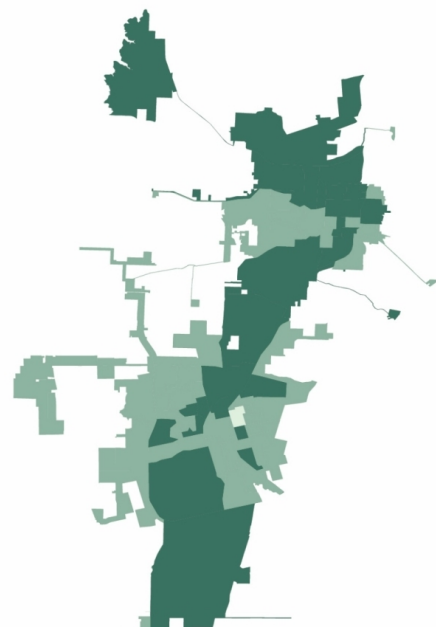
College Population



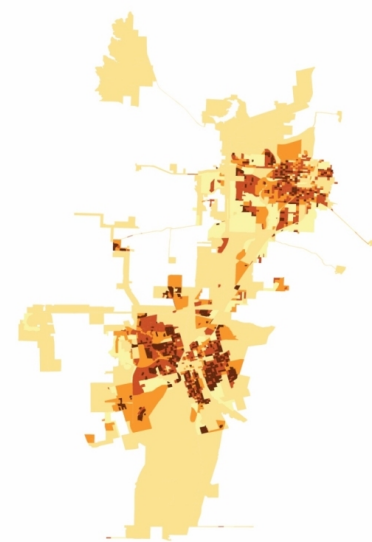
Low-Income Population



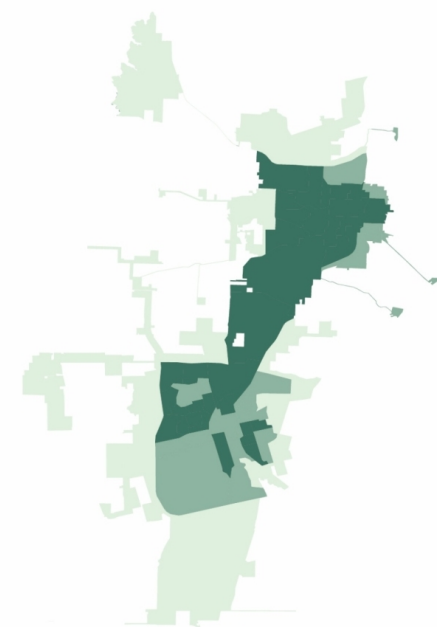
Transit Needs Index by Percentage
(excludes Population Density)



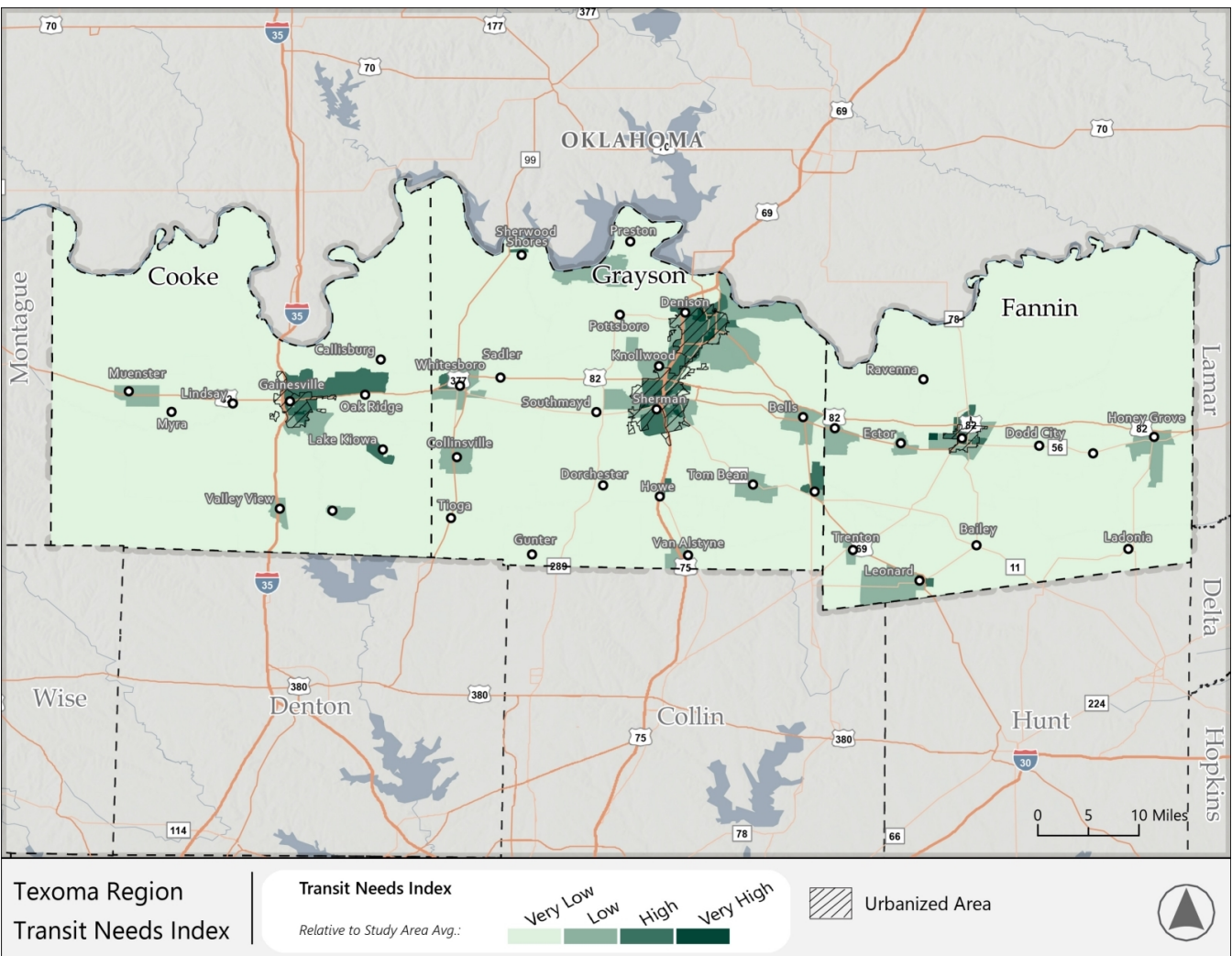
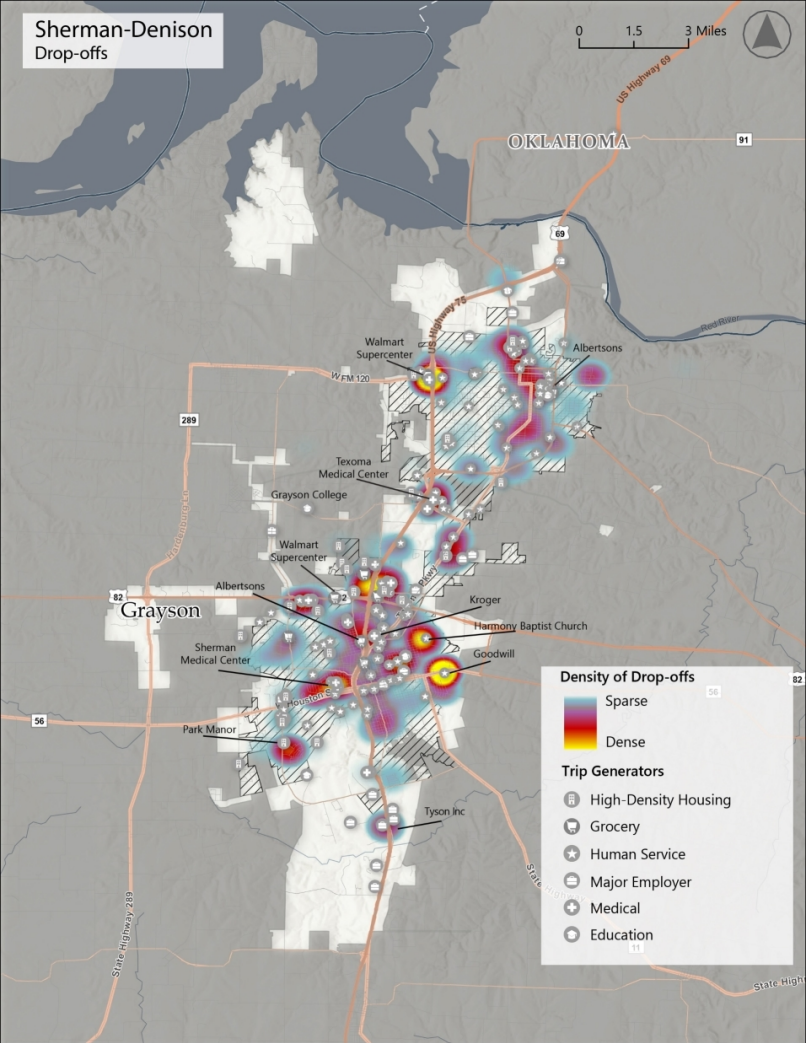
Population Density



Transit Needs Index



Existing Services Analysis Continued...



Next Steps

- Human Services Focus Group
- Technical Memorandum Summarizing Stakeholder and Public Engagement
- Interim Planning Document
- Stakeholder Workshop
- Technical Memorandum on Goals and Strategies
- Draft Plan
- Stakeholder Workshop
- Final Plan



Questions?



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 1/5/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6903 (TABLED AT THE DECEMBER 1, 2025 REGULAR CITY COUNCIL MEETING)

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

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex 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's extraterritorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified areas in the City's ETJ, in accordance with state law and the City Charter. At its November 3rd, 2025 meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for the December 1st, 2025 Regular Council Meeting and the adoption of the Ordinance for that same meeting.

This annexation was initiated by the property owner, Austin College, and the proposed developer, Robert E. Tesch. There is a related agenda item for the Council to consider approval of a Planned Development application from the developer for this project.

Capital Improvement Program:

N/A

Origination:

Letter from J. Pernell Jones, Vice President for Business Affairs at Austin College

Financial Consideration:

At full build out, estimated property taxes will generate about \$1.8 Million per year at the current tax rate.

Staff Recommendation:

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the ordinance for annexation of this approximately 234.484 acres of land located 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

Alternatives:

As directed by the City Council

Attachments:

1. Ordinance No. 6903
2. Annexation Schedule
3. Annexation Survey
4. Annexation Request
5. Annexation Letter_Combined Ownership_Post Oak Village
6. Exhibit A - Legal Description
7. Exhibit B - Annexation Agreement

ORDINANCE NO. 6903

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF 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 THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE); PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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, Austin College and BTI Capital, LLC (“Landowner”) has represented and warranted that it is the sole owner of real property within that certain area of land consisting of 234.484± acres, situated in the John Kitchen Survey, Abstract No. 673 and the Robert Thompson Survey, Abstract No. 1200, Grayson County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (“Property”); and

WHEREAS, Landowner submitted an application to the City of Sherman, Texas (“Sherman”), requesting voluntary annexation of the Property into the city limits of Sherman; and

WHEREAS, the City Council of the City of Sherman, Texas (“City Council”) has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

WHEREAS, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, prior to conducting the public hearing required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

WHEREAS, the Landowner and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property; and

WHEREAS, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

WHEREAS, the City Council finds that all legal notices, hearing, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law.

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

SECTION 1: Findings Incorporated. That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Annexation Service Plan Agreement. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowner, a copy of which is attached hereto as Exhibit B.

SECTION 3: Property Annexed. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

BEING the following tract of land located in Grayson County, Texas: 234.484± acres, situated in the John Kitchen Survey Abstract No. 673 and the Robert Thompson Survey, Abstract No. 1200; said Property is more particularly described in Exhibit A.

SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

SECTION 6: Unlawful Use. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Chapter

14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas (“Zoning Ordinance”), as they exist or may be amended, 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 and the Zoning Ordinance, as they exist or may be amended.

SECTION 7: Penalty. That 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 00/100 Dollars (\$2,000.00). A violation of any provision of this Ordinance or the Zoning Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing. That 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 9: Severability. That should 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, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

SECTION 11: Public Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

INTRODUCED on this the 1st day of December 2025

ADOPTED on this the 1st day of December 2025

EFFECTIVE DATE on this the 1st 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

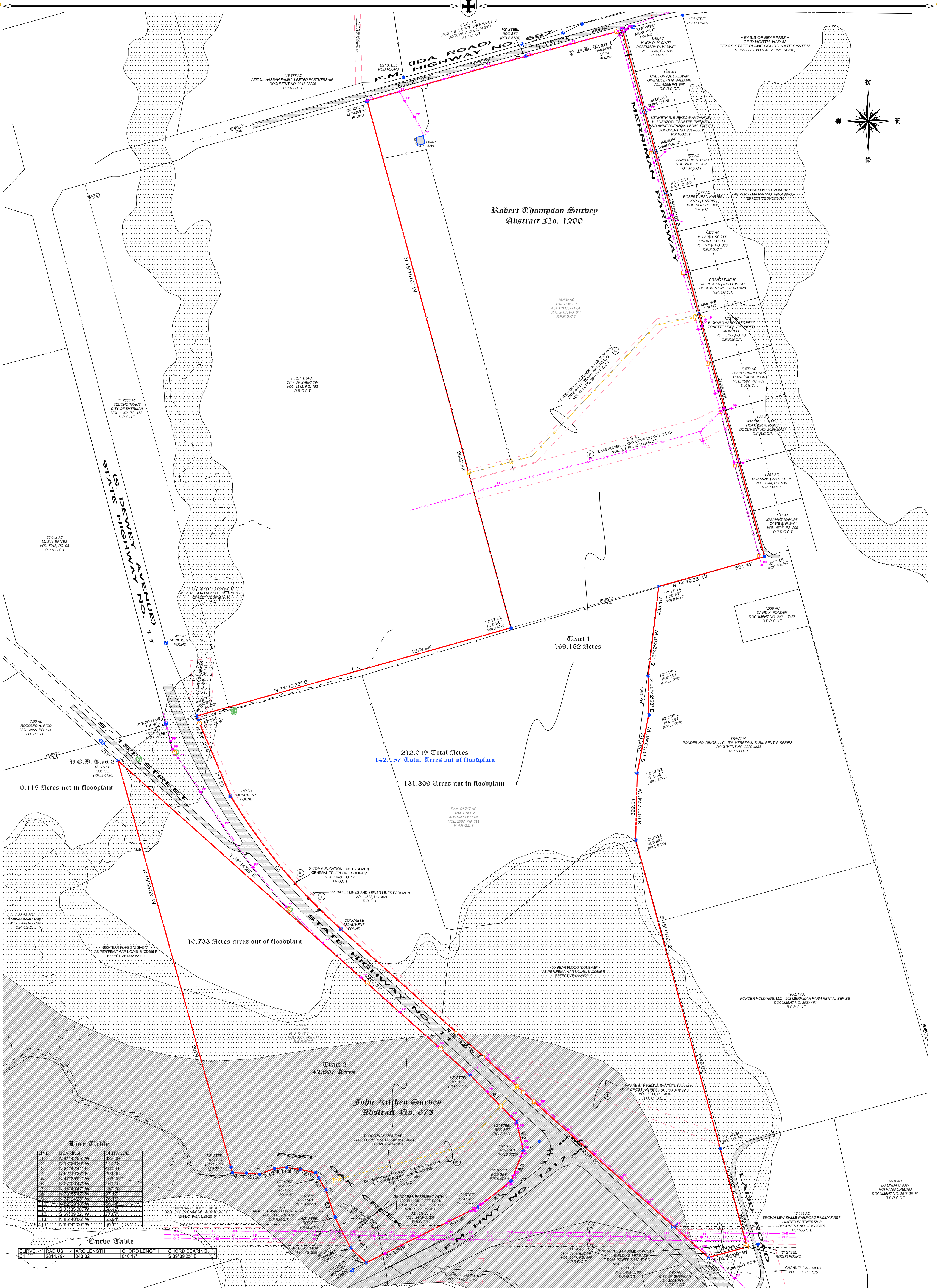
Exhibit A

Exhibit B

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 234.484 acres of land adjacent to the city limits,
located near the corner of FM 697 and SH 11
more commonly known as Post Oak Village.**

- Monday, November 3, 2025City Council sets public hearing date and accepts annexation application.
- Wednesday, November 19, 2025Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code. If subject area is appraised for ad valorem tax purposes as land for agricultural or wildlife management use, offer and document offer in writing (see Section 212.172(b-1) of the Local Government Code) to make a development/annexation agreement as required by Section 43.016 of the Local Government Code
- Thursday, November 20, 2025Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
- Tuesday, November 25, 2025.....Post notice of public hearing as required by Open Meetings Act.
- Monday, December 1, 2025Hold public hearing. (Regular Council Meeting)
- Monday, December 1, 2025Adopt ordinance, but **only if** property owner(s) have signed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code. (Regular Council Meeting)

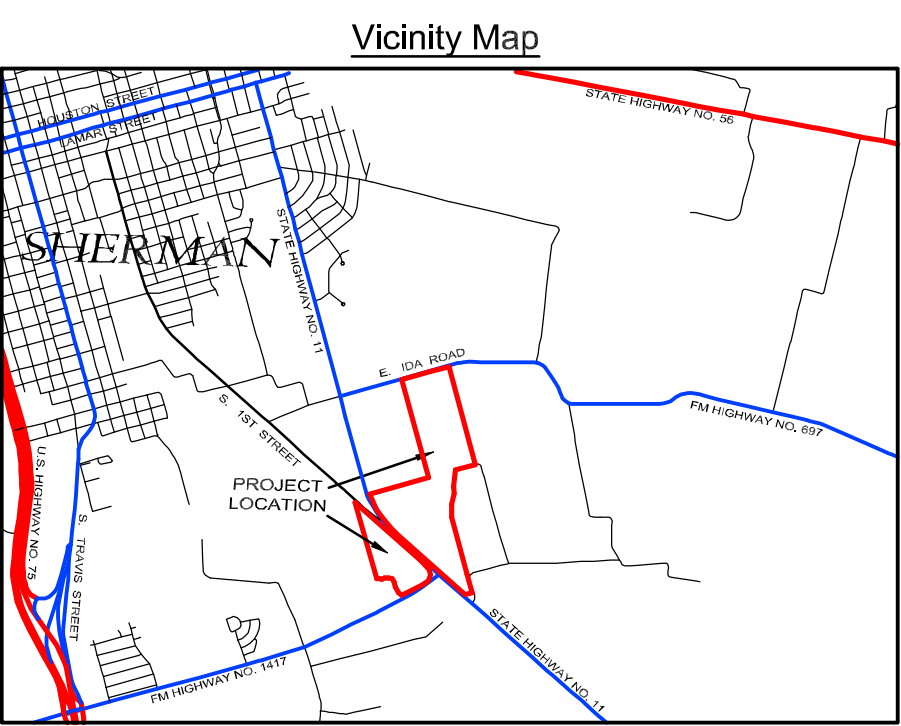


Line Table

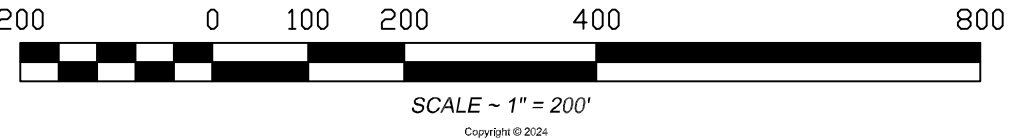
LINE	BEARING	DISTANCE
L1	N 18° 42' 55" W	322.05
L2	N 13° 25' 22" W	140.13
L3	N 11° 10' 11" W	230.95
L4	N 7° 10' 37" E	230.95
L5	N 47° 35' 04" W	113.05
L6	N 17° 22' 24" W	169.10
L7	N 18° 41' 47" W	137.37
L8	N 22° 22' 24" W	75.15
L9	N 22° 22' 19" W	25.43
L10	S 05° 35' 00" W	50.42
L11	S 03° 02' 24" W	77.06
L12	N 85° 20' 00" W	55.94
L13	N 85° 20' 00" W	55.94
L14	N 88° 47' 50" W	60.11

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CT	2814.79'	843.32'	840.17'	S 39° 39' 25" E



- Legend**
- SEWER MANHOLE
 - GAS MANHOLE
 - ELECTRICAL TRANSFORMER
 - ELECTRIC VAULT
 - DATA PEDESTAL
 - UNDERGROUND CABLE MARK
 - TELEPHONE PEDESTAL
 - PIPE MANHOLE
 - FIBER OPTIC CABLE
 - BOUNDARY LINE
 - PROPERTY LINE
 - OVERHEAD ELECTRIC
 - UNDERGROUND GAS LINE
 - STOCKADE FENCE
 - CHAINLINK FENCE
 - BARBED WIRE FENCE
 - LIGHT POLE
 - POWER POLE
 - WATER VALVE
 - GUY WIRE
 - STOP SIGN
 - FOUND ROD
 - 12" STEEL ROD SET (RPLS 8720)
 - CONCRETE MONUMENT
 - TRAFFIC LIGHTS



ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm #20. 10194429, OR C.A. #20. 5279

Project Name: Austin College

Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020

Prepared For: BTI CAPITAL, LLC

Drawn by: JFC

Checked by: JCC

Last Date Visited: 5-8-2024

Date of Survey: 5-8-2024

Scale: 1" = 200'

Sheet: 1 of 3

CE Job# 2203014929

Legal Description Tract 1

Legal Description Tract 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas:

Thence **South 15°06'10" East**, along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 409.98 feet, 610.07 feet and 810.12 feet, and passing a mag nail found at a distance of 1,420.23 feet, continuing for a total distance of **2,638.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:

South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the east right-of-way line of said State Highway No. 11;

Thence along the east right-of-way line of said State Highway No. 11 and the west line of said 91.717 acre Tract No. 2 the following calls and distances:

North 48°14'26" West, a distance of **2,381.62 feet** to a concrete monument found:

with a curve to the right having a **radius of 2,814.79 feet** (chord bears North 39°39'31" West, a distance of 840.34 feet) an **arc length of 543.56 feet** to a wood monument found;

North 22°52'26" West, passing a 1/2" steel rod found at a distance of 396.50 feet, continuing for at total distance of **417.89 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of a 11.7685 acre Second Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152, Deed Records, Grayson County, Texas said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey;

Thence **North 74°19'25" East**, along the north line of said 91.717 acre Tract No. 2 and the south of said 11.7685 acre Second Tract, passing the southeast corner of said 11.7685 acre Second Tract and the southwest corner of a tract of land called First Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152 of said Deed Records, for a total distance of **1,578.94 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 78.430 acre Tract No. 1 and the southeast corner of said First Tract to the City of Sherman;

Thence **North 15°15'52" West**, along a barbwire fence row, the west line of said 78.430 acre Tract No. 1 and the east line of said First Tract to the City of Sherman, a distance of **2,642.82 feet** to a concrete monument found in the south right-of-way line of said F.M. Highway No. 697 maintaining said south right-of-way line of said F.M. Highway No. 697, the northwest corner of said 78.430 acre Tract No. 1 and the northeast corner of said First Tract to the City of Sherman;

Thence along the south right-of-way line of said F.M. Highway No. 697 and the north line of said 78.430 acre Tract No. 1 the following two calls and distances:

North 74°2'11" East, a distance of **796.49 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 74°51'10" East, a distance of **484.64 feet** to the **Point-of-Beginning** and containing **169.152 acres** of land.

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and being all of the 42.829 acre Tract No. 3 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of E. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of a 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703, Official Public Records, Grayson County, Texas:

Thence **South 48°14'26" East**, along the west line of said E. 1st Street, the east line of said 42.829 acre Tract No. 3, with the west right-of-way line of State Highway No. 11, a distance of **2,282.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the east line of said 42.829 acre Tract No. 3 and point of intersection of the west right-of-way line of said State Highway No. 11 and the north right-of-way line of F.M. Highway No. 1417;

Thence along the north right-of-way line of said F.M. Highway No. 1417 and the south line of said 42.829 acre Tract No. 3 the following calls and distances:

South 44°42'55" East, a distance of **322.09 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 13°29'20" East, a distance of **140.13 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 21°42'41" West, a distance of **160.91 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 52°10'37" West, a distance of **203.96 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 63°29'13" West, a distance of **601.60 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:

North 47°35'04" West, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 27°00'47" West, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 19°40'47" West, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:

North 77°24'28" West, a distance of **76.16 feet** to a point;

North 82°29'18" West, a distance of **66.44 feet** to a point;

South 85°35'00" West, a distance of **58.42 feet** to a point;

South 69°09'22" West, a distance of **77.07 feet** to a point;

North 85°40'06" West, a distance of **65.94 feet** to a point;

North 88°41'56" West, a distance of **66.11 feet** to a point being the southeast corner of said 57.14 acre tract, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence **North 15°33'32" West**, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.00 feet, continuing for a total distance of **2,070.09 feet** to the **Point-of-Beginning** and containing **42.897 acres** of land.

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment No. GF No. 2412699-SMDF with an effective date of April 7, 2024 and issued date of April 15, 2024 and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.

Schedule "B" Items

- Easement or Right-of-Way from R.A. Chapman to Texas Power & Light Company, of record in Volume 249, Page 80 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT
- Easement and Right-of-Way from R.A. Chapman, Jr. to Texas Power & Light Company, of record in Volume 515, Page 264 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT
- Easement from Mary M. Gutsch and Milton R. Gutsch to the State of Texas, of record in Volume 869, Page 479 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement and Right-of-Way from Mary Mayfield Gutsch and the Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to Texas Power & Light Company, of record in Volume 1101, Page 13 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT
- Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the State of Texas, of record in Volume 1127, Page 615 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1522, Page 469 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1649, Page 17 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 488 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 476 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement from Austin College to Enterprise Texas Pipeline, LLC, of record in Volume 4503, Page 369 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Any and all rights associated with that easement granted to Texas Power and Light, for electric power line purposes, together with all terms and conditions as set forth in Volume 937, Page 628, Deed Records, Grayson County, Texas
AFFECTS SUBJECT TRACT AS SHOWN

Zoning Notes

Property is located in areas designated as:
"Not zoned" (Area Not yet zoned) by the City of Sherman Zoning Department or County of Grayson

Flood Zone Notes

By graphic plotting only, portions of this property lie within Zone "X, A, & AE" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0405 F, which bears an effective date of September 29, 2010.

General Notes

- The property has an area of 7,368,264 sq. ft. or 169,152 acre of land in Tract 1 and an area of 1,868,603 sq. ft. or 42,897 acre of land in Tract 2
- Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
- There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
- There are no visible signs of cemeteries.
- All visible above ground indications of utilities are depicted hereon.
- There was no visible evidence of striping at time of survey.
- There was no visible evidence of parking spaces on surface parking areas, lots and in parking structures.

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:

BTI Capital, LLC

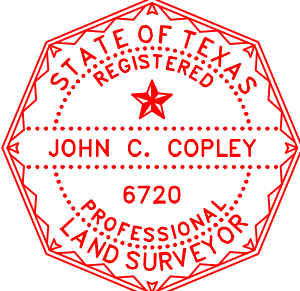
that:

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, 7, 8, 9, 11(a), 13, 16, and 18 of Table A thereof.

The field work was completed on May 8th, 2024.

Date of Plat or Map: May 8th, 2024

John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720



ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm #20, 10194429, ORS C.A. #20, S279

Project Name: Austin College

Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020

Drawn by: JJC

Checked by: JJC

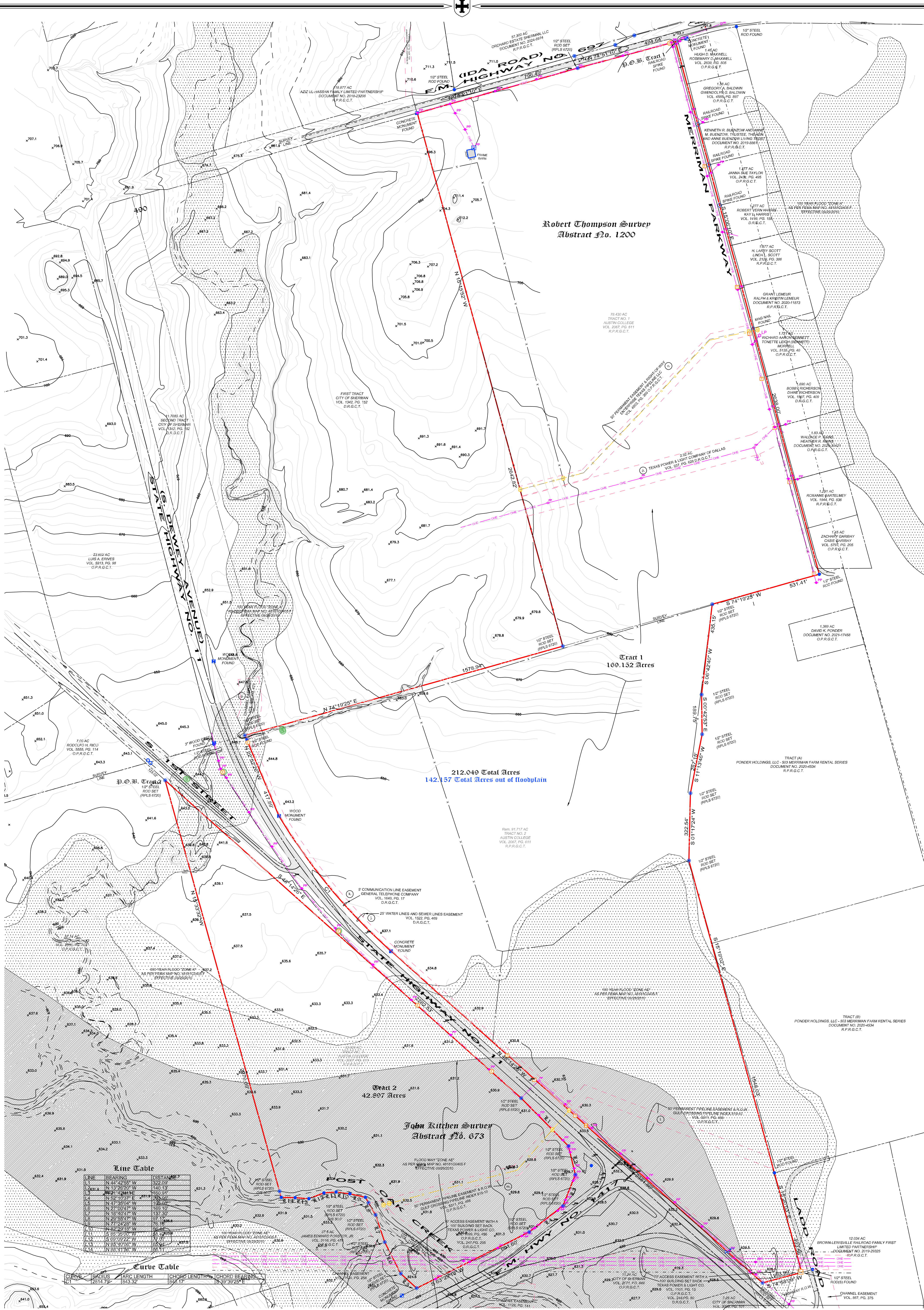
Last Site Visit: 5-8-2024

Date of Survey: 5-8-2024

Scale: 1" = 200'

Sheet: 2 of 3

CS# Job# 2203014929

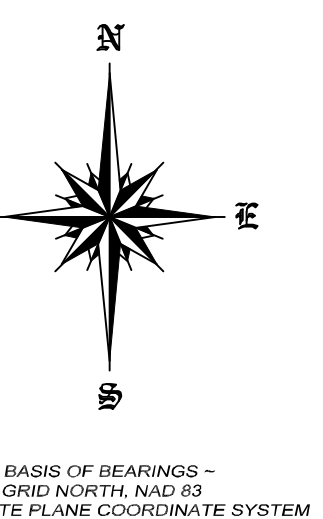


Line Table			
LINE	BEARING	DISTANCE	
1	N 44° 42' 30" W	322.09	
2	N 12° 26' 00" W	161.13	
3	S 89° 21' 00" E	161.01	
4	N 32° 15' 00" W	137.32	
5	N 37° 35' 00" W	169.10	
6	N 18° 00' 00" W	137.32	
7	N 27° 00' 00" W	169.10	
8	N 25° 58' 30" W	137.32	
9	N 27° 24' 30" W	169.10	
10	N 25° 58' 30" W	137.32	
11	S 85° 35' 00" W	161.13	
12	S 89° 02' 00" W	161.01	
13	N 25° 58' 30" W	137.32	
14	N 80° 31' 30" W	161.13	

Curve Table			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
C1	2814.73'	843.32'	844.17'

- Legend**

 - SEWER MANHOLE
 - GAS MANHOLE
 - ELECTRICAL TRANSFORMER
 - ELECTRIC VAULT
 - CATV PEDESTAL
 - UNDERGROUND CABLE MARK
 - TELEPHONE PEDESTAL
 - FIRE HYDRANT
 - FIBER OPTIC CABLE
 - ASPHALT
 - GRAVEL
 - CONCRETE
- LIGHT POLE
 - POWER POLE
 - WATER VALVE
 - GUY WIRE
 - STOP SIGN
 - FOUND ROD
 - 1/2" STEEL ROD SET (RPLS 6720)
 - CONCRETE MONUMENT
 - TRAFFIC LIGHTS
 - BOUNDARY LINE
 - PROPERTY LINE
 - OVERHEAD ELECTRIC
 - UNDERGROUND CABLE LINE
 - STOCKADE FENCE
 - CHAINWIRE FENCE
 - GANTRY FENCE



200 0 100 200 400 600

SCALE = 1" = 200'

CITY OF SHERMAN
TOPOGRAPH OVERLAY
2' CONTOURS (LIMITED)

ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm #20. 10194429, ORS C.A. #20. 5279

Project Name: Austin College

Project Address: TBD, S. Dewey Ave & Hwy 11
Sherman, Texas 75020

Prepared For: BTI CAPITAL, LLC

Drawn by: JFC Checked by: JCC

Sheet: 3 of 3

Date of Survey: 3-8-2024 Scale: 1" = 200' Job# 2203014029



AUSTIN
COLLEGE

Business Affairs

July 1, 2024

Ms. Amber Doan
Engineering Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

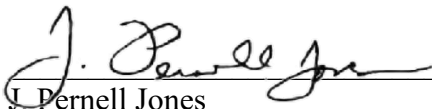
Dear Ms. Doan:

Austin College owns 212.1 acres near the corner of FM 697 and SH 11 in Sherman, Texas ("Property"). See attached survey defining the Property. The Property is subject to a Purchase Agreement.

Austin College is requesting that the Property be annexed into the City of Sherman. We are requesting this property be annexed with condition that the City provides municipal services necessary for future development pursuant to the aforementioned Purchase Agreement. The services that we are requesting include, but are not limited to, water and wastewater service for the entirety of the 212.1-acre property. Austin College plans to follow through with annexation under the condition that the proposed Planned Development zoning is also approved by the City.

Sincerely,

AUSTIN COLLEGE



J. Pernell Jones
Vice President for Business Affairs

07/01/2024

Date



City of Sherman Development Services
220 W. Mulberry
P.O. Box 1106
Sherman, Texas 75090
Phone: 903-892-7229
Email: Planning@CityofSherman.com

Master Application Form

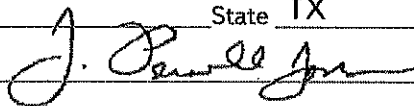
Application Type (and fee)

- | | |
|--|---|
| ☐ Zoning Change (\$500) | ☐ Zoning Verification Letter (\$50) |
| ☐ Variance/Special Exception (\$250) | ☐ Preliminary Plat (\$350 + \$5.00 per lot or \$5.00 per acre, whichever is greater) |
| ☐ Temporary Use Permit (\$150) | ☐ Final Plat (\$350 + \$5.00 per lot or \$5.00 per acre, whichever is greater) |
| ☐ Special Use Permit (\$500) | ☐ Replat (\$350 + \$5.00 per lot or \$5.00 per acre, whichever is greater) |
| ☐ Site Plan (\$150.00 for 5 acres or less, \$30 per acre over 5 acres with a max of \$2,500.00) | |
| ☒ Planned Development (\$10,000 + \$20/acre) | |

General Information

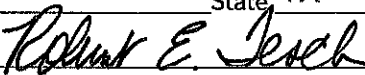
Proposed Project Name Post Oak Village Total Acres 212.1
Project Address FM 697 and SH 11
Legal Description Property IDs: 125499, 125467
For Plats only: Proposed Lots _____ ☐ Residential ☐ Commercial

Property Owner Information

Name Austin College (Pernell Jones) Phone 903-813-2235
Address 900 N Grand Ave, Suite 6F Email pjones@austincollege.edu
City Sherman State TX Zip Code 75090
Owner's Signature 

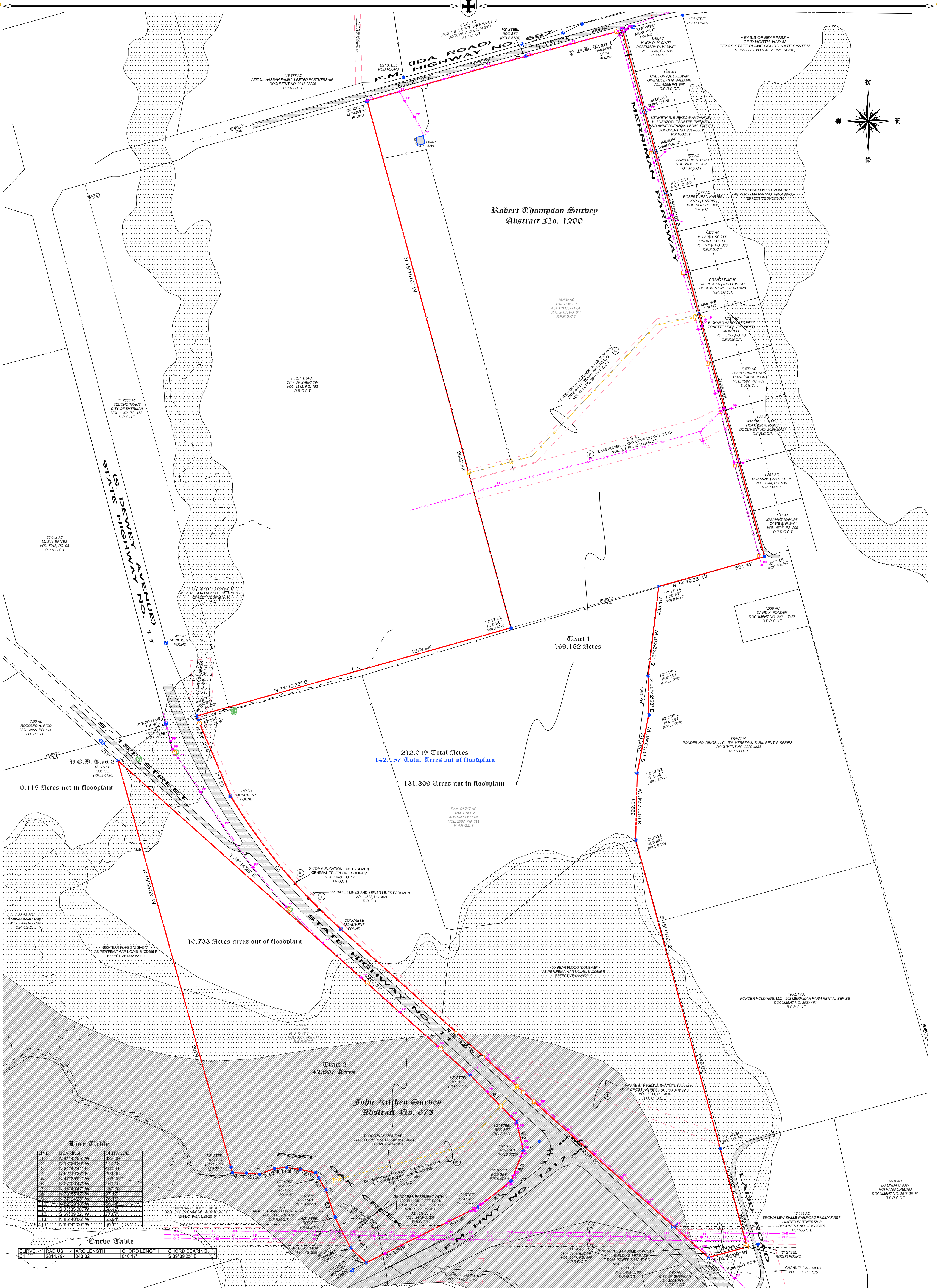
☒ I authorize the following person to submit this application and serve as my representative for this request.

Applicant Information (If different than Property Owner)

Name Robert E. Tesch Phone 469-795-6615
Address 2001 Auburn Hills Pkwy Email bob@btitexas.com
City McKinney State TX Zip Code 75071
Applicant's Signature 

- The Property Owner listed on the deed must sign the application for a complete application
- All items on the **Development Application Checklist** for the application type are required for a complete application
- The application must be submitted per the posted **Application Submittal Dates to planning@cityofsherman.com**
- Any required property notification sign(s) will be paid for and displayed by applicant once an amount is determined

09/22/2023

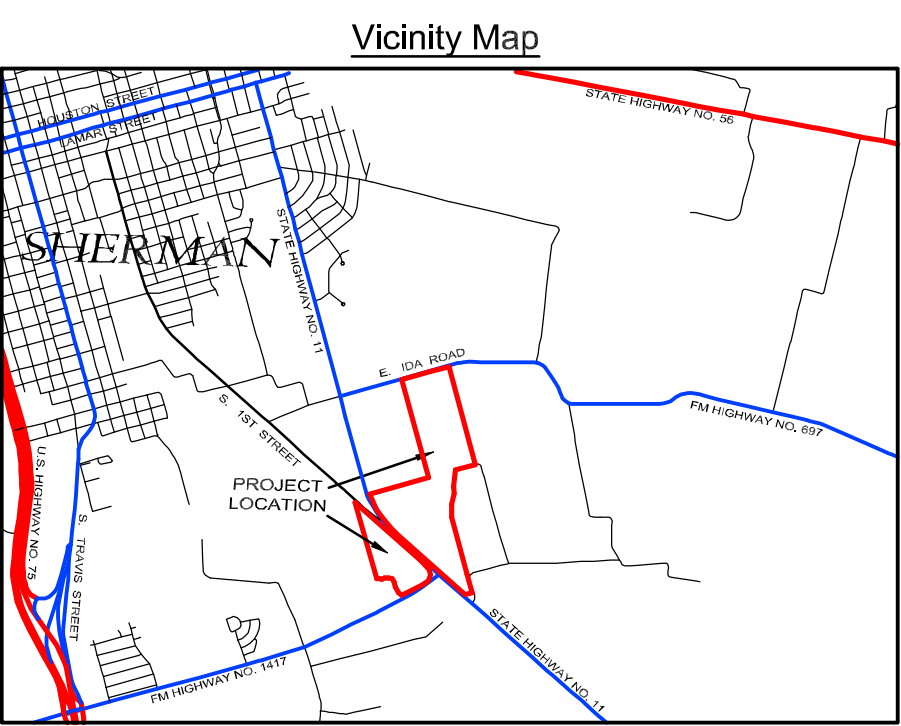


Line Table

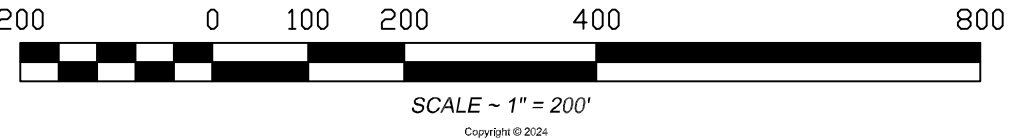
LINE	BEARING	DISTANCE
L1	N 18° 42' 55" W	32.05
L2	N 13° 25' 27" W	140.13
L3	N 11° 10' 11" W	230.95
L4	N 7° 10' 37" E	230.95
L5	N 47° 35' 04" W	113.05
L6	N 17° 27' 04" W	169.10
L7	N 18° 41' 47" W	137.37
L8	N 22° 22' 23" W	75.16
L9	N 29° 52' 47" W	97.17
L10	N 77° 22' 23" W	75.16
L11	N 42° 22' 19" W	85.42
L12	S 05° 35' 00" W	50.42
L13	S 03° 02' 24" W	77.06
L14	N 85° 20' 00" W	85.94
L15	N 88° 47' 50" W	88.11

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CT	2814.79'	843.32'	840.17'	S 39° 39' 25" E



- Legend**
- SEWER MANHOLE
 - GAS MANHOLE
 - ELECTRICAL TRANSFORMER
 - ELECTRIC VAULT
 - DATV PEDESTAL
 - UNDERGROUND CABLE MARK
 - TELEPHONE PEDESTAL
 - PIPE MANHOLE
 - FIBER OPTIC CABLE
 - BOUNDARY LINE
 - PROPERTY LINE
 - OVERHEAD ELECTRIC
 - UNDERGROUND GAS LINE
 - STOCKADE FENCE
 - CHAINLINK FENCE
 - BARBED WIRE FENCE
 - LIGHT POLE
 - POWER POLE
 - WATER VALVE
 - GUY WIRE
 - STOP SIGN
 - FOUND ROD
 - 12" STEEL ROD SET (RPLS 8720)
 - CONCRETE MONUMENT
 - TRAFFIC LIGHTS



ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm #20. 10194429, OR C.A. #20. 8279

Project Name: Austin College

Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020

Prepared For: BTI CAPITAL, LLC

Drawn by: JFC

Checked by: JCC

Last Date Vist: 5-8-2024

Date of Survey: 5-8-2024

Scale: 1" = 200'

Sheet: 1 of 3

CE Job# 2203014929

Legal Description Tract 1

Legal Description Tract 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas:

Thence **South 15°06'10" East**, along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 409.98 feet, 610.07 feet and 810.12 feet, and passing a mag nail found at a distance of 1,420.23 feet, continuing for a total distance of **2,638.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:

South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the east right-of-way line of said State Highway No. 11;

Thence along the east right-of-way line of said State Highway No. 11 and the west line of said 91.717 acre Tract No. 2 the following calls and distances:

North 48°14'26" West, a distance of **2,381.62 feet** to a concrete monument found:

with a curve to the right having a **radius of 2,814.79 feet** (chord bears North 39°39'31" West, a distance of 840.34 feet) an **arc length of 543.56 feet** to a wood monument found;

North 22°52'26" West, passing a 1/2" steel rod found at a distance of 396.50 feet, continuing for at total distance of **417.89 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of a 11.7685 acre Second Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152, Deed Records, Grayson County, Texas said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey;

Thence **North 74°19'25" East**, along the north line of said 91.717 acre Tract No. 2 and the south of said 11.7685 acre Second Tract, passing the southeast corner of said 11.7685 acre Second Tract and the southwest corner of a tract of land called First Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152 of said Deed Records, for a total distance of **1,578.94 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 78.430 acre Tract No. 1 and the southeast corner of said First Tract to the City of Sherman;

Thence **North 15°15'52" West**, along a barbwire fence row, the west line of said 78.430 acre Tract No. 1 and the east line of said First Tract to the City of Sherman, a distance of **2,642.82 feet** to a concrete monument found in the south right-of-way line of said F.M. Highway No. 697 maintaining said south right-of-way line of said F.M. Highway No. 697, the northwest corner of said 78.430 acre Tract No. 1 and the northeast corner of said First Tract to the City of Sherman;

Thence along the south right-of-way line of said F.M. Highway No. 697 and the north line of said 78.430 acre Tract No. 1 the following two calls and distances:

North 74°2'11" East, a distance of **796.49 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 74°51'10" East, a distance of **484.64 feet** to the **Point-of-Beginning** and containing **169.152 acres** of land.

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and being all of the 42.829 acre Tract No. 3 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of E. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of a 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703, Official Public Records, Grayson County, Texas:

Thence **South 48°14'26" East**, along the west line of said E. 1st Street, the east line of said 42.829 acre Tract No. 3, with the west right-of-way line of State Highway No. 11, a distance of **2,282.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the east line of said 42.829 acre Tract No. 3 and point of intersection of the west right-of-way line of said State Highway No. 11 and the north right-of-way line of F.M. Highway No. 1417;

Thence along the north right-of-way line of said F.M. Highway No. 1417 and the south line of said 42.829 acre Tract No. 3 the following calls and distances:

South 44°42'55" East, a distance of **322.09 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 13°29'20" East, a distance of **140.13 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 21°42'41" West, a distance of **160.91 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 52°10'37" West, a distance of **203.96 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 63°29'13" West, a distance of **601.60 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:

North 47°35'04" West, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 27°00'47" West, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 19°40'47" West, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:

North 77°24'28" West, a distance of **76.16 feet** to a point;

North 82°29'18" West, a distance of **66.44 feet** to a point;

South 85°35'00" West, a distance of **58.42 feet** to a point;

South 69°09'22" West, a distance of **77.07 feet** to a point;

North 85°40'06" West, a distance of **65.94 feet** to a point;

North 88°41'56" West, a distance of **66.11 feet** to a point being the southeast corner of said 57.14 acre tract, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence **North 15°33'32" West**, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.00 feet, continuing for a total distance of **2,070.09 feet** to the **Point-of-Beginning** and containing **42.897 acres** of land.

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment No. GF No. 2412699-SMDF with an effective date of April 7, 2024 and issued date of April 15, 2024 and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.

Schedule "B" Items

- Easement or Right-of-Way from R.A. Chapman to Texas Power & Light Company, of record in Volume 249, Page 80 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT
- Easement and Right-of-Way from R.A. Chapman, Jr. to Texas Power & Light Company, of record in Volume 515, Page 264 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT
- Easement from Mary M. Gutsch and Milton R. Gutsch to the State of Texas, of record in Volume 869, Page 479 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement and Right-of-Way from Mary Mayfield Gutsch and the Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to Texas Power & Light Company, of record in Volume 1101, Page 13 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT
- Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the State of Texas, of record in Volume 1127, Page 615 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1522, Page 469 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1649, Page 17 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 488 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 476 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Easement from Austin College to Enterprise Texas Pipeline, LLC, of record in Volume 4503, Page 369 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- Any and all rights associated with that easement granted to Texas Power and Light, for electric power line purposes, together with all terms and conditions as set forth in Volume 937, Page 628, Deed Records, Grayson County, Texas
AFFECTS SUBJECT TRACT AS SHOWN

Zoning Notes

Property is located in areas designated as:
"Not zoned" (Area Not yet zoned) by the City of Sherman Zoning Department or County of Grayson

Flood Zone Notes

By graphic plotting only, portions of this property lie within Zone "X, A, & AE" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0405 F, which bears an effective date of September 29, 2010.

General Notes

- The property has an area of 7,368,264 sq. ft. or 169,152 acre of land in Tract 1 and an area of 1,868,603 sq. ft. or 42,897 acre of land in Tract 2
- Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
- There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
- There are no visible signs of cemeteries.
- All visible above ground indications of utilities are depicted hereon.
- There was no visible evidence of striping at time of survey.
- There was no visible evidence of parking spaces on surface parking areas, lots and in parking structures.

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:

BTI Capital, LLC

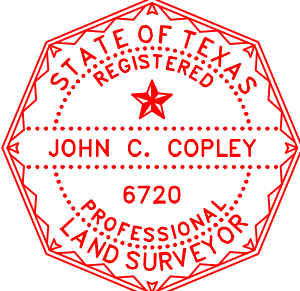
that:

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, 7, 8, 9, 11(a), 13, 16, and 18 of Table A thereof.

The field work was completed on May 8th, 2024.

Date of Plat or Map: May 8th, 2024

John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720



ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm #20, 10194429, ORS C.A. #20, S279

Project Name: Austin College

Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020

Drawn by: JJC

Checked by: JCC

Last Site Visit: 5-8-2024

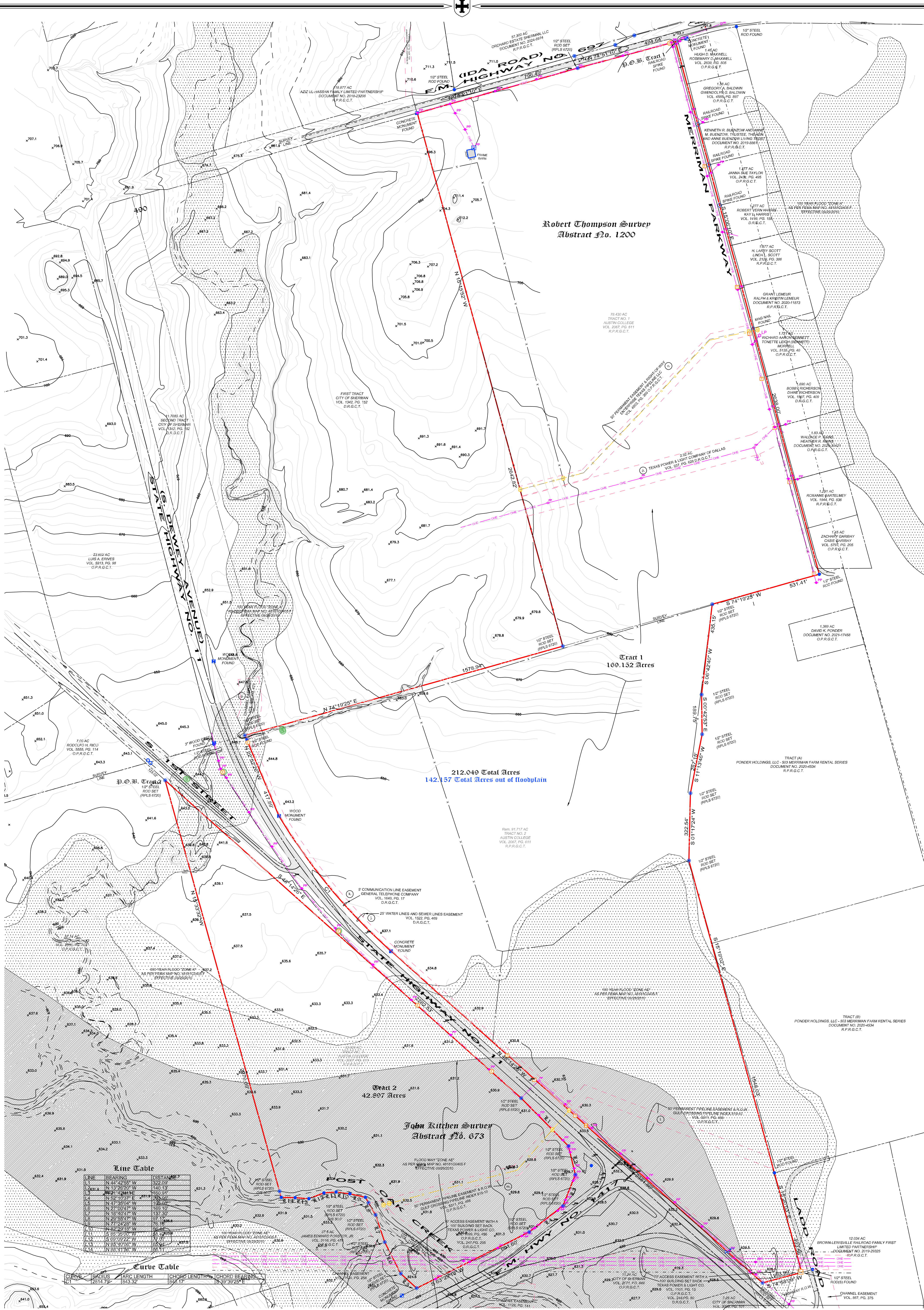
Scale: 1" = 200'

Sheet: 2 of 3

Date of Survey: 5-8-2024

CS# Job# 2203014929

Prepared For: BTI CAPITAL, LLC



Line Table		
LINE	BEARING	DISTANCE
1	N 44° 42' 30" W	322.09
2	N 12° 26' 00" W	161.13
3	S 89° 21' 48" E	161.01
4	N 32° 15' 00" W	137.32
5	N 37° 35' 00" W	169.10
6	N 18° 00' 00" W	137.32
7	N 27° 00' 00" W	169.10
8	N 25° 58' 37" W	175.16
9	N 42° 42' 30" W	322.09
10	S 85° 35' 00" W	161.13
11	S 89° 09' 22" W	161.01
12	N 25° 00' 00" W	137.32
13	N 32° 15' 00" W	137.32
14	N 37° 35' 00" W	169.10

Curve Table			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
C1	2814.73'	843.32'	844.17'

SEWER MANHOLE

GAS MANHOLE

ELECTRICAL TRANSFORMER

ELECTRIC VAULT

CATV PEDESTAL

UNDERGROUND CABLE MARK

TELEPHONE PEDESTAL

FIRE HYDRANT

FIBER OPTIC CABLE

ASPHALT

GRAVEL

CONCRETE

LIGHT POLE

POWER POLE

WATER VALVE

STOP SIGN

FOUND ROD

1/2" STEEL ROD SET (RPLS 6720)

CONCRETE MONUMENT

TRAFFIC LIGHTS

BOUNDARY LINE

PROPERTY LINE

OVERHEAD ELECTRIC

UNDERGROUND CABLE LINE

STOCKADE FENCE

CHAINWAY FENCE

GARBAGE FENCE

Legend

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

CITY OF SHERMAN
TOPOGRAPH OVERLAY
2' CONTOURS (LIMITED)

ALTA/NSPS Survey

Copley Land Surveying

3904 Texoma Parkway, Sherman, Texas 75076

TX 903-415-0643

john@copleylandsurveying.com

TX Firm #20. 10194429, C.R.A. #20. 5279

Project Name: Austin College

Project Address: TBD, S. Dewey Ave & Hwy 11
Sherman, Texas 75020

Last Site Visit: 5-8-2024

Date of Survey: 5-8-2024

Prepared For: BTI CAPITAL, LLC

Drawn by: JFC

Checked by: JCC

Scale: 1" = 200'

Sheet: 3 of 3

Job# 2203014029



September 29th, 2025

Ms. Amber Doan
Engineering and Development Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Dear Ms. Doan,

BTI Capital, LLC and Austin College together own the 212.1 acres proposed to the City of Sherman (the "City") for annexation, to be known as Post Oak Village (the "Property"). The Property is near the corner of FM 697 and SH 11 in Sherman, Texas ETJ. Please see the attached survey defining the Property. A Purchase Agreement exists between the two owners for BTI Capital, LLC to purchase the remainder of the Property currently owned by Austin College.

BTI Capital, LLC and Austin College are requesting that the Property be annexed into the City of Sherman. This request is made with the condition that the City provides municipal services necessary for future development pursuant to the aforementioned Purchase Agreement. The services that we are requesting include, but are not limited to, water and wastewater service for the entirety of the 212.1-acre property. BTI Capital, LLC and Austin College plan to follow through with annexation under the condition that the proposed Planned Development zoning is also approved by the City.

Sincerely,

BTI Capital, LLC

Robert E. Tesch – Manager

9-30-2025
Date

Austin College

J. Pernell Jones – VP of Business Affairs

09/30/2025
Date

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2, and being all of the 42.829 acre Tract No. 3 of lands conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being all of the 17.496 acre tract of land conveyed to BTI Capital, LLC by deed of record in Document No. 2024-23841, Official Records, Grayson County, Texas and being that portion of F.M. Highway No. 697, a.k.a. Ida Road being north and adjacent to said 17.496 acre tract and being a part of F.M. Highway No. 1417 and State Highway No. 11 and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEYPRLS 6720 in the north line of said 91.717 acre Tract No. 2, for the southwest corner of said 78.430 acre Tract No. 1, the southeast corner of Sherman Animal Shelter Addition, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2025-123, Plat Records, Grayson County, Texas and the southeast corner of the called 102 acre tract of land Annexed to the City of Sherman in Ordinance No. 2999;

Thence North 15°17'51" West, with 102 acre tract (Ordinance No. 2999), passing a concrete monument found in the south right-of-way line of F.M. Highway No. 697 (a.k.a. Ida Road), at a distance of 2642.81 feet, continuing for a total distance of 2 732.81 feet to a point in the north right-of-way line of said F.M. Highway No. 697, being the northeast corner of said 102 acre tract (Ordinance No. 2999) and in the common south line of a 118.877 acre tract of land conveyed to Aziz Ul-Hassan Family Limited Partnership by deed of record in Document No. 2018-23206 of said Official Records and a 223.907 acre tract of land Annexed to the City of Sherman in Ordinance No. 3941;

Thence South 88°57'01" East, along the north right-of-way line of said F.M. Highway No. 697, the south line of said 118.877 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941), a distance of 104.38 feet to a point;

Thence North 74°21'11" East, continuing along the north right-of-way line of said F.M. Highway No. 697, the south line of said 118.877 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941), passing a 1/2" steel rod found maintaining the southeast corner of said 118.877 acre tract and the southwest corner of a 57.300 acre tract of land conveyed to Orchard Estate Sherman, LLC by deed of record in Document No. 2024-8974 of said Official Records, at a distance of 101.28 feet, continuing along the south line of said 57.300 acre tract for a total distance of 697.84 feet to a 1/2" steel rod set with an aluminum cap marked COPLEYPRLS 6720;

Thence along the north right-of-way line of said F.M. Highway No. 697, the south line of said 57.300 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941) the following calls and distances:

North 74°51'11" East, a distance of 202.53 feet to a 1/2" steel rod set with an aluminum cap marked COPLEYPRLS 6720;

North 63°31'56" East, a distance of 101.88 feet to a 1/2" steel rod set with an aluminum cap marked COPLEYPRLS 6720;

North 74°51'11" East, a distance of 182.43 feet to a point;

Thence South 15°06'10" East, passing a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas, at a distance of 80.00 feet, continuing along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 489.98 feet, 690.07 feet and 890.12 feet, and passing a mag nail found at a distance of 1,500.23 feet, continuing for a total distance of 2,718.00 feet to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC - 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence South 74°19'25" West, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of 531.41 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:

South 06°42'40" West, a distance of 435.15 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 00°42'53" East, a distance of 189.75 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 11°13'46" West, a distance of 287.15 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 01°17'24" West, a distance of 322.54 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC - 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of 1,548.03 feet to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence South 15°20'03" East, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of 493.56 feet to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence South 74°58'09" West, along the north right-of-way line of said State Highway No. 11, a distance of 193.99 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the north or east right-of-way line of State Highway No. 11;

Thence South 40°17'08" West, a distance of 111.56 feet to a point in the south or

west right-of- way line of said State Highway No. 11 and in the northeast line of a 7.25 acre tract of land conveyed to the City of Sherman, by deed of record in Volume 3003, Page 101 of said Official Public Records;

Thence North 49°42'52" West, along the south or west right-of-way line of said State Highway No. 11, and the northeast line of said 7.25 acre tract, passing the northeast corner of said 7.25 acre tract and the most northerly southeast corner of an 11.24 acre tract of land conveyed to the City of Sherman, by deed of record in Volume 2971, Page 849 of said Official Public Records, at a distance of 77.55 feet, continuing along the north line of said 11.24 acre tract for a total distance of 310.80 feet to a point;

Thence along the south or west right-of-way line of said State Highway No. 11 and the south right-of-way line of EM. Highway No. 1417 and the north line of said 11.24 acre tract the following calls and distances:

North 77°28'18" West, a distance of 276.56 feet to a point; South 75°15'18" West, a distance of 490.31 feet to a point; South 63°29'13" West, a distance of 571.60 feet to a point;

Thence North 26°30'47" West, a distance of 200.00 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north right-of-way line of said F.M. Highway No. 1417, for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:

North 47°35'04" West, a distance of 103.00 feet to a 1/2" steel rod set with an aluminum cap,
marked COPLEY RPLS 6720;

North 27°00'47" West, a distance of 169.10 feet to a 1/2" steel rod set with an aluminum cap
marked COPLEY RPLS 6720;

North 18°40'47" West, a distance of 137.30 feet to a 1/2" steel rod set with an aluminum cap
marked COPLEY RPLS 6720;

North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of 97.17 feet to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:

North 77°24'28" West, a distance of 76.16 feet to a point;

North 82°29'18" West, a distance of 66.44 feet to a point;

South 85°35'00" West, a distance of 58.42 feet to a point;

South 69°09'22" West, a distance of 77.07 feet to a point;

North 85°40'06" West, a distance of 65.94 feet to a point;

North 88°41'56" West, a distance of 66.11 feet to a point being the southeast corner of the 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703 of said Official Public Records, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence North 15°33'32" West, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing 1/2" steel rods set with an aluminum cap marked COPLEY RPLS 6720 at a distances of 30.00 feet, for a total distance of 2,070.09 feet, a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of S. 1st Street for the most northerly corner of said

42.829 acre Tract No. 3 and an angle point in the east line of said 57.14 acre tract;

Thence North 48°14'26" West, along the west line of said S. 1st Street and the northeast line of said 57.14 acre tract, a distance of 123.02 feet to a point in the north survey line of said John Kitchen Survey, Abstract No. 673, being the northeast corner of said 57.14 acre tract and the southeast corner of a 7.00 acre tract of land conveyed to Rodolfo H. Rico by deed of record in Volume 5555, Page 114 of said Official Public Records;

Thence North 74°19'25" East, along the north line of said John Kitchen Survey, Abstract No. 673, passing the east line of S. 1st Street, and the southwest corner of 23.602 acre tract of land conveyed to Luis A. Erives by deed of record in Volume 5913, Page 98 of said Official Public Records, at a distance of 118.67 feet, continuing along the south line of said 23.602 acre tract, passing a 1/2" steel rod found in the west right-of-way line of said State Highway No. 11 maintaining the southeast corner of said 23.602 acre tract, at a distance of 336.97 feet continuing and passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of said Sherman Animal Shelter Addition, said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey at a distance of 491.73 feet, continuing along the north line of said 91.717 acre Tract No. 2 and the south of said Sherman Animal Shelter Addition for a total distance of 2,070.67 feet to the Point-of-Beginning and containing 234.484 acres of land.

DATED THIS THE 20th DAY OF NOVEMBER 2025

CITY OF SHERMAN, TEXAS



TERI FINE, CITY CLERK

PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE ARE REQUESTED TO CONTACT TERI FINE AT (903) 892-7204 TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and BTI CAPITAL, LLC and AUSTIN COLLEGE ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 234.484± acres, situated in the John Kitchen Survey, Abstract No. 673 and the Robert Thompson Survey, Abstract No. 1200, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner's request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its 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 Landowner agree as follows:

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the Annexation Service Plan Agreement – BTI Capital, LLC; Austin College – Post Oak Village

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 Landowner.

2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.
4. **Agreed Service Plan.** Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:
 - (a) Police Services.
 - (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.
 - (b) Fire Services.
 - (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

- (c) Environmental Health and Code Enforcement Services.
 - (i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.
 - (ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.
- (d) Building Inspections.
 - (i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.
 - (ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.
- (e) Planning and Zoning Services.
 - (i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.
 - (ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.
- (f) Park and Recreation Services.
 - (i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

- (ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.
 - (iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.
- (g) Solid Waste Collection Services.
 - (i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.
 - (ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.
- (h) Streets.
 - (i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.
 - (ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.
 - (iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.
 - (iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

- (i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.
- (ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.
- (iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.
- (iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

- (i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.
- (ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.
- (iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

- (i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.
- 5. **Default.** If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.
- 6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.
- 7. **Limitations of Agreement.** Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact 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 Landowner to Sherman under any ordinance, whether now existing or in the future arising.
- 8. **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 facsimile; 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: Dr. Zachary Flores, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

BTI CAPITAL, LLC
Attn: Robert E. Tesch
2001 Auburn Hills Parkway
McKinney, TX 75071
Telephone: (469) 795-6615
Email: Bob@BTITexas.com

AUSTIN COLLEGE
Attn: J. Pernell Jones
900 Grand Ave., Ste. 6F
Sherman, TX 75090
Telephone: (903) 813-2235
Email:
PJones@AustinCollege.edu

10. **Release.** LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
11. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
12. **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.
13. **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.

14. **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.
15. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
16. **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.
17. **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). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement.**
18. **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.
19. **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.
20. **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.
21. **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.

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.

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: _____
Dr. Zachary Flores, City Manager
Date: _____

Attested to by:

Teri Fine, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy,
Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

BTI CAPITAL, LLC

By: 
Printed Name: Robert E. Tesch
Title: Manager
Date: 10/16/2025

AUSTIN COLLEGE

By: 
Printed Name: J. Pernell Jones
Title: VP of Business Affairs
Date: 10/16/2025

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.

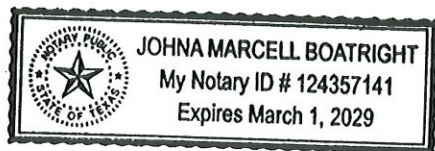
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared **Robert E. Tesch**, 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 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 16 day of October, 2025.

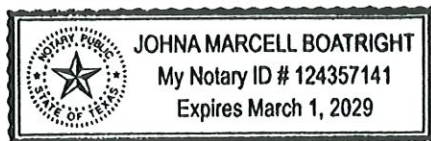


John M Boatright
Notary Public, State of Texas
My Commission Expires: 3/1/29

STATE OF TEXAS §
 §
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared **J. PERNELL JONES**, 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 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 16 day of October, 2025



John M Boatright
Notary Public, State of Texas
My Commission Expires: 3/1/29

Exhibit A

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2, and being all of the 42.829 acre Tract No. 3 of lands conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being all of the 17.496 acre tract of land conveyed to BTI Capital, LLC by deed of record in Document No. 2024-23841, Official Records, Grayson County, Texas and being that portion of F.M. Highway No. 697, a.k.a. Ida Road being north and adjacent to said 17.496 acre tract and being a part of F.M. Highway No. 1417 and State Highway No. 11 and being more particularly described by metes and bounds as follows:

***Beginning** at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north line of said 91.717 acre Tract No. 2, for the southwest corner of said 78.430 acre Tract No. 1, the southeast corner of Sherman Animal Shelter Addition, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2025-123, Plat Records, Grayson County, Texas and the southeast corner of the called 102 acre tract of land Annexed to the City of Sherman in Ordinance No. 2999;*

*Thence **North 15°17'51" West**, with 102 acre tract (Ordinance No. 2999), passing a concrete monument found in the south right-of-way line of F.M. Highway No. 697 (a.k.a. Ida Road), at a distance of 2642.81 feet, continuing for a total distance of **2,732.81 feet** to a point in the north right-of-way line of said F.M. Highway No. 697, being the northeast corner of said 102 acre tract (Ordinance No. 2999) and in the common south line of a 118.877 acre tract of land conveyed to Aziz Ul-Hassan Family Limited Partnership by deed of record in Document No. 2018-23206 of said Official Records and a 223.907 acre tract of land Annexed to the City of Sherman in Ordinance No. 3941;*

*Thence **South 88°57'01" East**, along the north right-of-way line of said F.M. Highway No. 697, the south line of said 118.877 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941), a distance of **104.38 feet** to a point;*

*Thence **North 74°21'11" East**, continuing along the north right-of-way line of said F.M. Highway No. 697, the south line of said 118.877 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941), passing a 1/2" steel rod found maintaining the southeast corner of said 118.877 acre tract and the southwest corner of a 57.300 acre tract of land conveyed to Orchard Estate Sherman, LLC by deed of record in Document No. 2024-8974 of said Official Records, at a distance of 101.28 feet, continuing along the south line of said 57.300 acre tract for a total distance of **697.84 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*

Thence along the north right-of-way line of said F.M. Highway No. 697, the south line of said 57.300 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941) the following calls and distances:

North 74°51'11" East, a distance of **202.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 63°31'56" East, a distance of **101.88 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 74°51'11" East, a distance of **182.43 feet** to a point;

Thence **South 15°06'10" East**, passing a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas, at a distance of 80.00 feet, continuing along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 489.98 feet, 690.07 feet and 890.12 feet, and passing a mag nail found at a distance of 1,500.23 feet, continuing for a total distance of **2,718.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:

South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the

southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

*Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the north or east right-of-way line of State Highway No. 11;*

*Thence **South 40°17'08" West**, a distance of **111.56 feet** to a point in the south or west right-of-way line of said State Highway No. 11 and in the northeast line of a 7.25 acre tract of land conveyed to the City of Sherman, by deed of record in Volume 3003, Page 101 of said Official Public Records;*

*Thence **North 49°42'52" West**, along the south or west right-of-way line of said State Highway No. 11, and the northeast line of said 7.25 acre tract, passing the northeast corner of said 7.25 acre tract and the most northerly southeast corner of an 11.24 acre tract of land conveyed to the City of Sherman, by deed of record in Volume 2971, Page 849 of said Official Public Records, at a distance of 77.55 feet, continuing along the north line of said 11.24 acre tract for a total distance of **310.80 feet** to a point;*

Thence along the south or west right-of-way line of said State Highway No. 11 and the south right-of-way line of F.M. Highway No. 1417 and the north line of said 11.24 acre tract the following calls and distances:

***North 77°28'18" West**, a distance of **276.56 feet** to a point;*

***South 75°15'18" West**, a distance of **490.31 feet** to a point;*

***South 63°29'13" West**, a distance of **571.60 feet** to a point;*

*Thence **North 26°30'47" West**, a distance of **200.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north right-of-way line of said F.M. Highway No. 1417, for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;*

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:

***North 47°35'04" West**, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*

***North 27°00'47" West**, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*

***North 18°40'47" West**, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*

***North 29°55'47" West**, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;*

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:

North 77°24'28" West, a distance of 76.16 feet to a point;
North 82°29'18" West, a distance of 66.44 feet to a point;
South 85°35'00" West, a distance of 58.42 feet to a point;
South 69°09'22" West, a distance of 77.07 feet to a point;
North 85°40'06" West, a distance of 65.94 feet to a point;
North 88°41'56" West, a distance of 66.11 feet to a point being the southeast corner of the 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703 of said Official Public Records, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence North 15°33'32" West, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing 1/2" steel rods set with an aluminum cap marked COPLEY RPLS 6720 at a distances of 30.00 feet, for a total distance of 2,070.09 feet, a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of S. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 57.14 acre tract;

Thence North 48°14'26" West, along the west line of said S. 1st Street and the northeast line of said 57.14 acre tract, a distance of 123.02 feet to a point in the north survey line of said John Kitchen Survey, Abstract No. 673, being the northeast corner of said 57.14 acre tract and the southeast corner of a 7.00 acre tract of land conveyed to Rodolfo H. Rico by deed of record in Volume 5555, Page 114 of said Official Public Records;

*Thence North 74°19'25" East, along the north line of said John Kitchen Survey, Abstract No. 673, passing the east line of S. 1st Street, and the southwest corner of 23.602 acre tract of land conveyed to Luis A. Erives by deed of record in Volume 5913, Page 98 of said Official Public Records, at a distance of 118.67 feet, continuing along the south line of said 23.602 acre tract, passing a 1/2" steel rod found in the west right-of-way line of said State Highway No. 11 maintaining the southeast corner of said 23.602 acre tract, at a distance of 336.97 feet continuing and passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of said Sherman Animal Shelter Addition, said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey at a distance of 491.73 feet, continuing along the north line of said 91.717 acre Tract No. 2 and the south of said Sherman Animal Shelter Addition for a total distance of 2,070.67 feet to the **Point-of-Beginning** and containing **234.484 acres** of land.*





City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 1/5/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Teri Fine, Assistant to the City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6904 (TABLED AT THE DECEMBER 1, 2025 REGULAR CITY COUNCIL MEETING)

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

Issue:

Consideration of a Zone Change for 212.1 acres of land located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue from an R-A (Residential Agricultural) District to PD (Planned Development) District of Post Oak Village.

Background:

The property is located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue. The owner is requesting a Zone Change from an R-A (Residential Agricultural) District to PD (Planned Development) District of Post Oak Village.

Post Oak Village is visioned as a vibrant master planned community to provide various types of retail and commercial development transitioning to residential areas that consist of several types of single-family residences. The overall development is approximately 212.1 acres. Multiple trails and walkways throughout will connect the different areas of development, culminating at the amenity area. Amenities will include sports fields, a series of trails, and pedestrian amenities that will eventually connect to the proposed Southeast Trail B that runs along Post Oak Creek. Post Oak Village will have retail & commercial uses and a variety of residential land uses, as shown in the Zoning District Boundary Exhibit. Residential is the primary land use at different densities that support different lifestyles and income levels.

At the December 1, 2025 City Council meeting, Council approved a motion to table this item to allow revisions to the zoning exhibit and development standards to be presented to the Planning and Zoning Commission. The revisions included the removal of the multi-family district and an increase in the designated open space area.

The Planning and Zoning Commission considered the revised item at a Special Called Meeting on December 22, 2025, and voted 6-1 to recommend approval to City Council.

Capital Improvement Program:

N/A

Origination:

Austin College (Owner), Robert E. Tesch (Applicant), Pape Dawson (Engineer) and Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 22nd Special Called meeting, the Planning and Zoning Commission voted 6/1 to recommend to City Council that the Zone Change be approved. Staff recommends that the proposed use chart for the PD be amended. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6904
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Development Standards
4. Exhibit C - Zoning Exhibit
5. Use Chart - Staff Recommendation
6. Proposed Zoning Map
7. Future Landuse Map
8. Notification Sign
9. Letter of Concern

ORDINANCE NO. 6904

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 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) DISTRICT WITH A BASE ZONING OF R-4 (PATIO HOME RESIDENTIAL) DISTRICT, R-5 (SINGLE-FAMILY RESIDENTIAL) DISTRICT, R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT, C-2 (GENERAL COMMERCIAL) DISTRICT AND R-A (RESIDENTIAL AGRICULTURE) DISTRICT ZONING CLASSIFICATIONS, 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

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 in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue, and all streets, roads and

alleyways contiguous and/or adjacent thereto, shall be rezoned and placed as a PD (Planned Development) of Post Oak Village, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit B – Development Standards, and
- Exhibit C – Zoning Exhibit.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B and Exhibit C and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit B and Exhibit C shall prevail in that order. The City Council hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code.

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 5th day of January 2026.

ADOPTED on this the 5th day of January 2026.

EFFECTIVE DATE on this the 5th day of January 2026.

CITY OF SHERMAN, TEXAS

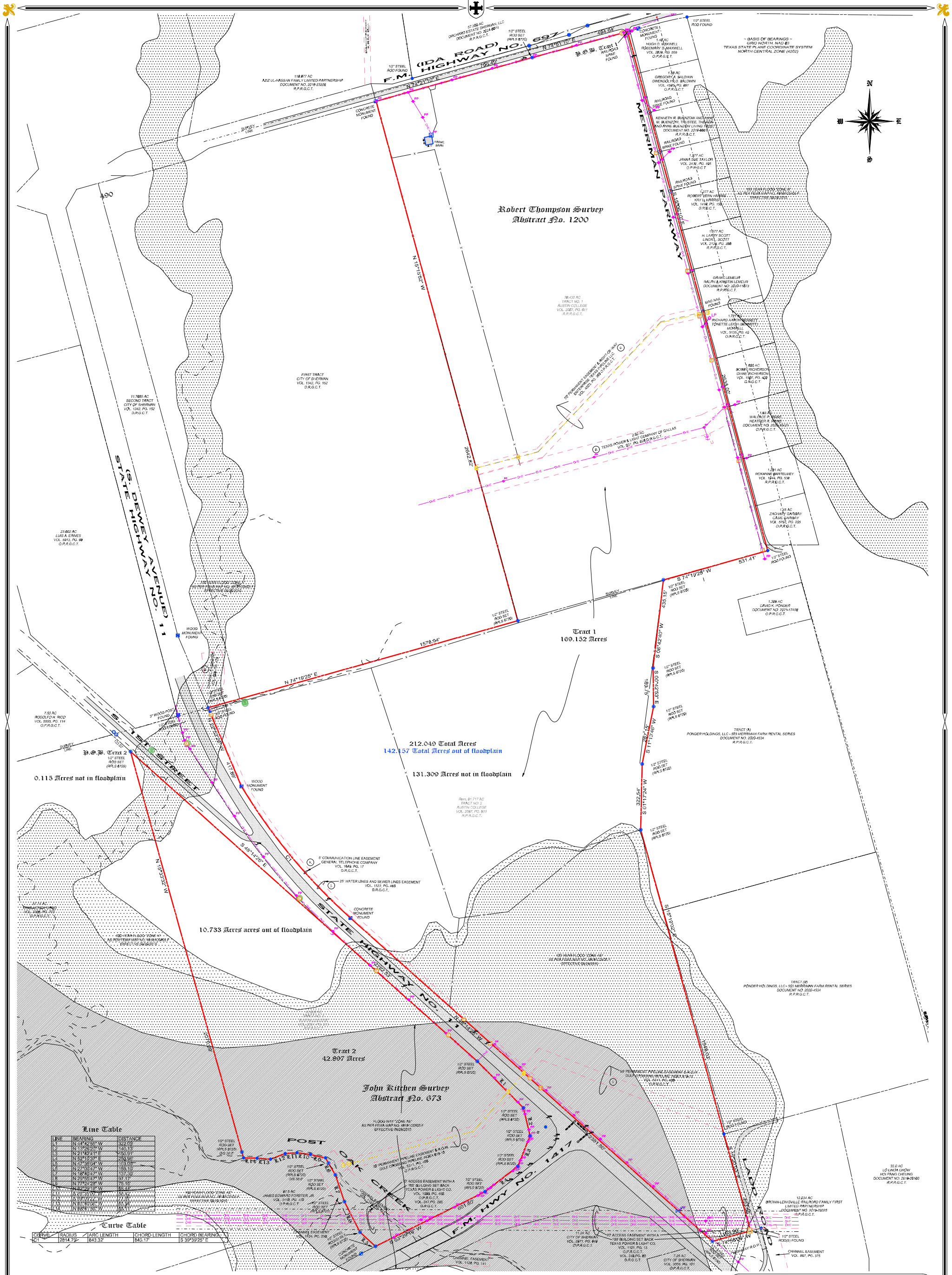
BY: _____
SHAWN TEAMANN, MAYOR

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



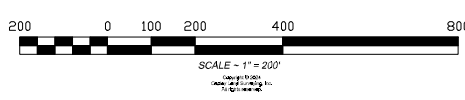
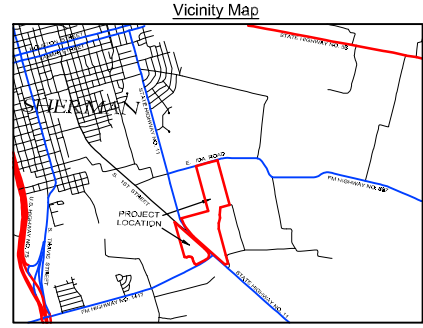
Line Table

LINE	BEARING	DISTANCE
1	N 74°19'25" W	1578.94'
2	N 74°19'25" E	1578.94'
3	N 74°19'25" W	1578.94'
4	N 74°19'25" E	1578.94'
5	N 74°19'25" W	1578.94'
6	N 74°19'25" E	1578.94'
7	N 74°19'25" W	1578.94'
8	N 74°19'25" E	1578.94'
9	N 74°19'25" W	1578.94'
10	N 74°19'25" E	1578.94'
11	N 74°19'25" W	1578.94'
12	N 74°19'25" E	1578.94'
13	N 74°19'25" W	1578.94'
14	N 74°19'25" E	1578.94'
15	N 74°19'25" W	1578.94'
16	N 74°19'25" E	1578.94'
17	N 74°19'25" W	1578.94'
18	N 74°19'25" E	1578.94'
19	N 74°19'25" W	1578.94'
20	N 74°19'25" E	1578.94'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	2814.79'	843.32'	840.17'	S 30°52'25" E

- Legend**
- SEWER MANHOLE
 - GAS MANHOLE
 - ELECTRICAL TRANSFORMER
 - ELECTRIC VALVE
 - CATV PEGS
 - UNDERGROUND CABLE MARK
 - UNDERGROUND CABLE
 - UNDERGROUND FIBER OPTIC CABLE
 - BOUNDARY LINE
 - OVERLAP/ENCROACHMENT LINE
 - STANDARD FENCE
 - CHAIN LINK FENCE
 - BRICK VENEER FENCE
 - WOOD MONUMENT FOUND
 - CONCRETE MONUMENT FOUND
 - IRON MONUMENT FOUND
 - STEEL MONUMENT FOUND
 - WOOD POST FOUND
 - CONCRETE POST FOUND
 - IRON POST FOUND
 - STEEL POST FOUND
 - WOOD SIGN FOUND
 - CONCRETE SIGN FOUND
 - IRON SIGN FOUND
 - STEEL SIGN FOUND
 - WOOD SIGN FOUND
 - CONCRETE SIGN FOUND
 - IRON SIGN FOUND
 - STEEL SIGN FOUND



ALTA/NSPS Survey

Copley Land Surveying
5004 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm #20, 10104429, O&A, C.A. #20, 8279

Project Name: Austin College

Project Address: TBD, S. Dewey Ave & Hwy 11, Sherman, Texas 75020

Prepared For: BTI CAPITAL, LLC

Drawn by: JSC

Checked by: JCC

Date of Survey: 3-8-2024

Scale: 1" = 200'

Sheet: 1 of 3

File #: 22030140129

Legal Description Tract 1

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 605, Official Public Records, Grayson County, Texas;

Thence South 15°09'10" East, along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 405.93 feet, 610.07 feet and 810.12 feet, and passing a mag nail found at a distance of 1,420.23 feet, continuing for a total distance of 2,636.00 feet to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm 44 State Record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence South 74°19'25" West, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of 531.41 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:

South 06°42'40" West, a distance of 435.15 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 00°42'53" East, a distance of 189.75 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 11°13'48" West, a distance of 287.15 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 01°17'24" West, a distance of 322.54 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed to Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of 1,548.03 feet to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence South 15°20'03" East, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of 493.56 feet to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence South 74°59'09" West, along the north right-of-way line of said State Highway No. 11, a distance of 163.19 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the east right-of-way line of said State Highway No. 11;

Thence along the east right-of-way line of said State Highway No. 11 and the west line of said 91.717 acre Tract No. 2 the following calls and distances:

North 48°14'28" West, a distance of 2,351.82 feet to a concrete monument found: with a curve to the right having a radius of 2,814.79 feet (chord bears North 39°39'31" West, a distance of 840.34 feet) an arc length of 843.50 feet to a wood monument found: North 22°52'28" West, passing a 1/2" steel rod found at a distance of 396.50 feet, continuing for a total distance of 417.69 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of a 11.7685 acre Second Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152, Deed Records, Grayson County, Texas said point being Station 454+26.3 – 78.6' in the north line of said John Kitchen Survey;

Thence North 74°19'25" East, along the north line of said 91.717 acre Tract No. 2 and the south of said 11.7685 acre Second Tract, passing the southeast corner of said 11.7685 acre Second Tract and the southwest corner of a tract of land called First Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152 of said Deed Records, for a total distance of 1,576.94 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 78.430 acre Tract No. 1 and the southeast corner of said First Tract to the City of Sherman;

Thence North 15°15'52" West, along a barbed wire fence row, the west line of said 78.430 acre Tract No. 1 and the east line of said First Tract to the City of Sherman, a distance of 2,842.82 feet to a concrete monument found in the south right-of-way line of said F.M. Highway No. 697 maintaining said south right-of-way line of said F.M. Highway No. 697, the northwest corner of said 78.430 acre Tract No. 1 and the northeast corner of said First Tract to the City of Sherman;

Thence along the south right-of-way line of said F.M. Highway No. 697 and the north line of said 78.430 acre Tract No. 1 the following two calls and distances:

North 74°21'10" East, a distance of 796.49 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 74°51'10" East, a distance of 484.64 feet to the Point-of-Beginning and containing 169.152 acres of land.

Legal Description Tract 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and being all of the 42.829 acre Tract No. 3 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of E. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of a 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703, Official Public Records, Grayson County, Texas;

Thence South 49°14'26" East, along the west line of said E. 1st Street, the east line of said 42.829 acre Tract No. 3, with the west right-of-way line of State Highway No. 11, a distance of 2,282.53 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the east line of said 42.829 acre Tract No. 3 and point of intersection of the west right-of-way line of said State Highway No. 11 and the north right-of-way line of F.M. Highway No. 1417;

Thence along the north right-of-way line of said F.M. Highway No. 1417 and the south line of said 42.829 acre Tract No. 3 the following calls and distances:

South 44°42'55" East, a distance of 322.09 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 13°26'20" East, a distance of 140.13 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 21°42'41" West, a distance of 160.91 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 52°10'37" West, a distance of 203.96 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 63°29'13" West, a distance of 601.60 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:

North 47°33'04" West, a distance of 103.00 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 27°00'47" West, a distance of 169.10 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 63°29'13" West, a distance of 137.30 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of 97.17 feet to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:

North 77°24'28" West, a distance of 76.16 feet to a point;

North 82°20'18" West, a distance of 66.44 feet to a point;

South 65°35'00" West, a distance of 56.42 feet to a point;

South 69°09'22" West, a distance of 77.07 feet to a point;

North 85°40'06" West, a distance of 65.94 feet to a point;

North 69°41'59" West, a distance of 66.11 feet to a point being the southeast corner of said 57.14 acre tract, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence North 15°33'32" West, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.00 feet, continuing for a total distance of 2,076.09 feet to the Point-of-Beginning and containing 42.897 acres of land.

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment No. GF No. 2412899-SMDF with an effective date of April 7, 2024 and issued date of April 15, 2024 and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted herein or otherwise noted as to their effect on the subject property.

Schedule "B" Items

9. Easement or Right-of-Way from R.A. Chapman to Texas Power & Light Company, of record in Volume 249, Page 60 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT
1. Easement and Right-of-Way from R.A. Chapman, Jr. to Texas Power & Light Company, of record in Volume 515, Page 264 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT
9. Easement from Mary M. Gutsch and Milton R. Gutsch to the State of Texas, of record in Volume 868, Page 479 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- h. Easement and Right-of-Way from Mary Mayfield Gutsch and the Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to Texas Power & Light Company, of record in Volume 1101, Page 13 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT
1. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the State of Texas, of record in Volume 1127, Page 615 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
1. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1522, Page 469 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- k. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1649, Page 17 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
1. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 468 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- m. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 476 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- o. Easement from Austin College to Enterprises Texas Pipeline, LLC, of record in Volume 4503, Page 369 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN
- p. Any and all rights associated with that easement granted to Texas Power and Light, for electric power line purposes, together with all terms and conditions as set forth in Volume 937, Page 628, Deed Records, Grayson County, Texas
AFFECTS SUBJECT TRACT AS SHOWN

Zoning Notes

Property is located in areas designated as:
"Not zoned" (Area Not yet zoned) by the City of Sherman Zoning Department or County of Grayson

Flood Zone Notes

By graphic platting only, portions of this property lie within Zone "X, A, & AE" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0405 F, which bears an effective date of September 29, 2010.

General Notes

1. The property has an area of 7,368,264 sq. ft. or 169.152 acre of land in Tract 1 and an area of 1,668,803 sq. ft. or 42.897 acre of land in Tract 2.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, dump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted herein.
7. There was no visible evidence of siting at time of survey.
8. There was no visible evidence of parking spaces on surface parking areas, lots and in parking structures.

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:

BTI Capital, LLC

that:

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, 7, 8, 9, 11(a), 13, 16, and 18 of Table A thereto.
The field work was completed on May 8th, 2024.

Date of Plat or Map: May 8th, 2024

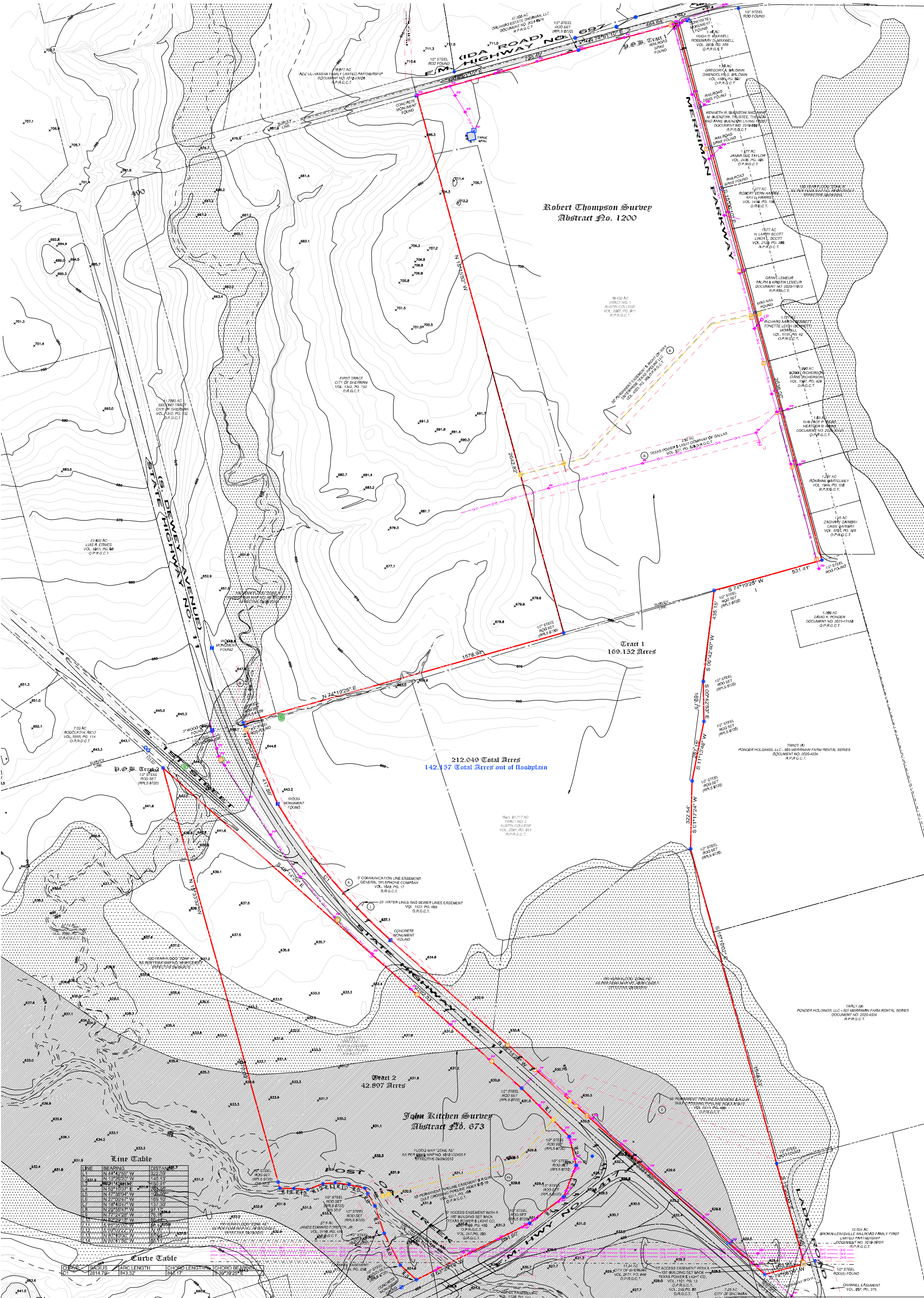
John C. Copley
John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720



ALTA/NSPS Survey

Copley Land Surveying
5004 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm #20.10194429, E&S, C.A. 920.8279

Project Name: Austin College		
Project Address:	Prepared For: BTI CAPITAL, LLC	
TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020		
Drawing by: JCC	Checked by: JCC	
North Arrow Wpt: 5-B-2024	Sheet: 2 of 3	
Date of Survey: 3-8-2024	Scale: 1" = 200'	File # 22030140002



Line Table		
LINE	BEARING	DISTANCE
1	N 44° 42' 55" W	320.00
2	N 89° 10' 37" E	180.00
3	N 89° 10' 37" E	180.00
4	N 89° 10' 37" E	180.00
5	N 89° 10' 37" E	180.00
6	N 89° 10' 37" E	180.00
7	N 89° 10' 37" E	180.00
8	N 89° 10' 37" E	180.00
9	N 89° 10' 37" E	180.00
10	N 89° 10' 37" E	180.00
11	N 89° 10' 37" E	180.00
12	N 89° 10' 37" E	180.00
13	N 89° 10' 37" E	180.00
14	N 89° 10' 37" E	180.00
15	N 89° 10' 37" E	180.00
16	N 89° 10' 37" E	180.00
17	N 89° 10' 37" E	180.00
18	N 89° 10' 37" E	180.00
19	N 89° 10' 37" E	180.00
20	N 89° 10' 37" E	180.00

Curve Table		
CHORD	ARC LENGTH	CHORD BEARING
1	324.12	S 81° 33' 21" W
2	324.12	S 81° 33' 21" W
3	324.12	S 81° 33' 21" W
4	324.12	S 81° 33' 21" W
5	324.12	S 81° 33' 21" W
6	324.12	S 81° 33' 21" W
7	324.12	S 81° 33' 21" W
8	324.12	S 81° 33' 21" W
9	324.12	S 81° 33' 21" W
10	324.12	S 81° 33' 21" W
11	324.12	S 81° 33' 21" W
12	324.12	S 81° 33' 21" W
13	324.12	S 81° 33' 21" W
14	324.12	S 81° 33' 21" W
15	324.12	S 81° 33' 21" W
16	324.12	S 81° 33' 21" W
17	324.12	S 81° 33' 21" W
18	324.12	S 81° 33' 21" W
19	324.12	S 81° 33' 21" W
20	324.12	S 81° 33' 21" W

Legend

- SEWER MANHOLE
- GAS MANHOLE
- ELECTRICAL TRANSFORMER
- ELECTRIC VALVE
- CATV PEGS
- UNDERGROUND CABLE MARK
- TELEPHONE PEGS
- POLE
- UNDERGROUND CABLE
- BOUNDARY LINE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- STANDARD FENCE
- CHUNKY FENCE
- BRICK FENCE

Scale

0 100 200 400 800

SCALE = 1" = 200'

City of Sherman
TOPOGRAPHIC OVERLAY
2' CONTOURS (LIMITED)

ALTA/NSPS Survey

Copley Land Surveying
5004 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm #20, 10104-420, 000, C.A. #20, 8270

Project Name: Austin College

Project Address: TBD, S. Dewey Ave & Hwy 11, Sherman, Texas 75020

Prepared For: BTI CAPITAL, LLC

Drawn by: JEC **Checked by:** JEC

Date of Survey: 3-8-2024 **Scale:** 1" = 200' **Sheet:** 3 of 3

EXHIBIT B - POST OAK VILLAGE PD DEVELOPMENT STANDARDS

The design, development and use of the Property shall comply with this Ordinance, Sherman's Zoning Ordinance, the Zoning Exhibit, attached hereto as Exhibit C, and the following development standards:

LAND USES AND ZONING CLASSIFICATION TABLE

DISTRICT	ACREAGE
Single-Family Residential District	±103.0
Commercial District	±50.0
Open Space District	±59.1
TOTAL	±212.1

Single-Family Residential Districts (±103.0 acres) – That portion of the Property labeled “Single-Family Residential District” on the Zoning Exhibit shall be developed and used in accordance with the standards applicable to the R-6, R-5 or R-4 District zoning classifications of Sherman's Zoning Ordinance, subject to the standards set forth herein.

Open Space District (±59.1 acres) – That portion of the Property labeled “Open Space” on the Zoning Exhibit shall be developed and used in accordance with the standards applicable to the R-A (Residential Agriculture) District zoning classifications of Sherman's Zoning Ordinance, as it exists or may be amended, subject to the standards set forth herein.

C-2 District (±50.0 acres) – That portion of the Property labeled “Commercial C-2 District” on the Zoning Exhibit shall be developed and used in accordance with the standards applicable to the C-2 (General Commercial) District zoning classification of Sherman's Zoning Ordinance, as it exists or may be amended, subject to the standards set forth herein, and further provided that the following land uses shall be allowed by right on the Property without the necessity of a separate issuance of a specific use permit (SUP)¹, notwithstanding any statement to the contrary in the Zoning Ordinance, as it exists or may be amended:

Agricultural Uses

- Farm equipment sales, service, repairs, feed store

Educational and Institutional Uses

- Church or other place of worship
- Civic club, fraternal organization, or lodge
- Garage or maintenance yard, government
- Institution for alcoholic, narcotic, or psychiatric patients
- Rehabilitation facility, inpatient or outpatient
- Schools; elementary, high, college and universities, public, private, or denominational
- School district bus yard

Recreation and Entertainment Uses

- Auditorium, arena, coliseum, theater, or amphitheater
- Commercial amusement centers, indoor only
- Commercial amusement centers, indoor or outdoor
- Dance hall, commercial

¹ [X] following any land use refers to the associated note in the Land Use Table.

- Private clubs when required to obtain a permit from the Texas Alcoholic Beverage Commission

Commercial, Retail, and Service Uses

- Alcoholic beverage establishments
- Automobile laundry, carwash
- Automobile, motorcycle, boat, or trailer sales, new or used
- Automobile repair, body work, or painting
- Automobile service station [9]
- Boat/recreational vehicle (RV) rental, storage, and repair
- Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage
- Credit access business (loan office)
- Meeting halls
- Mini-warehouse
- Mobile home/manufactured home sales with distribution
- Psychic/paranormal readings
- Secondhand store or rummage shop
- Tattoo studio
- Taxidermist
- Transit vehicle, bus and truck storage, servicing repairs, and sales
- Travel trailer park
- Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels
- Wholesale establishment including storage

Utility and Transportation Uses

- Bus station
- Electric power substation or generating including ground-mounted solar and wind
- Telephone exchange, garage, shop, or service

Manufacturing and Industrial Uses

- Batching plant, concrete, temporary [11]
- Outdoor storage [5]
- Portable storage containers [6]
- Trucking, carting, crating, express handling, and storage
- Warehousing

SITE AND BUILDING STANDARDS

Single-Family Residential District Standards:

The Single-Family Residential District will include lots which follow the R-4, R-5, and R-6 regulations, as applicable, as set forth in the Zoning Ordinance, as it exists or may be amended.

The Property is restricted to a maximum of 25% R-4 lots and a minimum of 10% R-6 lots by lot count.

Commercial District Standards:

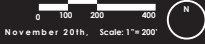
Commercial C-2 lots shall follow the zoning restrictions as set forth in the Zoning Ordinance, as it exists or may be amended, with the following variance:

14.02.017(4)(D) Height regulations: No building shall exceed 40 feet.

Commercial building areas and open space areas will be determined at time of development and are not determined directly within this PD. The amount of open space provided shall meet the criteria set forth in the Zoning Ordinance, as it exists or may be amended.

POST OAK VILLAGE
±212 AC TRACT
SHERMAN(ETJ),TX

ZONING DISTRICTS EXHIBIT



THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THIS PLAN IS CONCEPTUAL IN NATURE AND THEREFORE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. IT IS NOT TO BE USED FOR PERMITTING OR CONSTRUCTION.

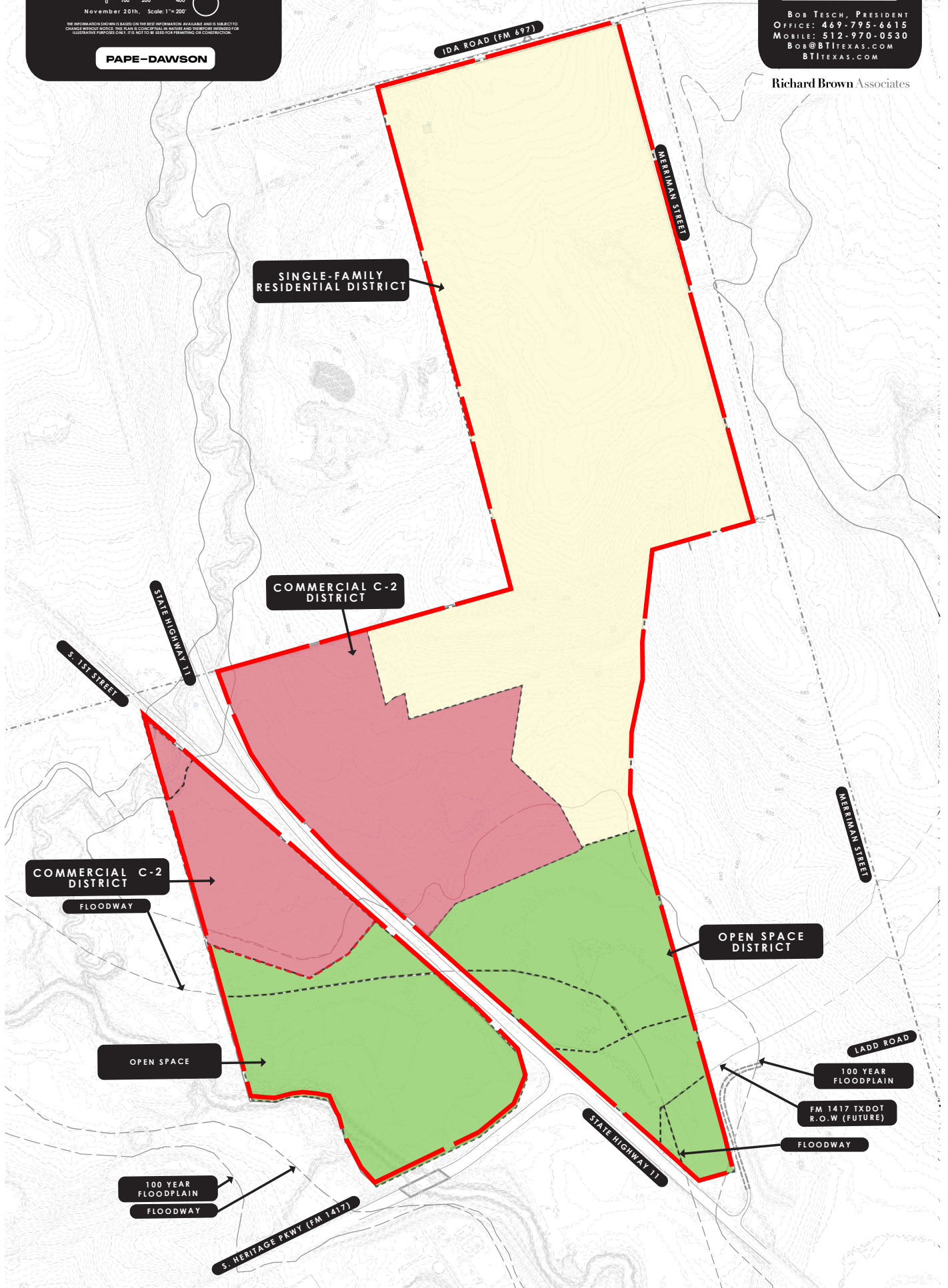
PAPE-DAWSON

EXHIBIT C



BOB TESCH, PRESIDENT
OFFICE: 469-795-6615
MOBILE: 512-970-0530
BOB@BTITEXAS.COM
BTITEXAS.COM

Richard Brown Associates



Use Chart – Staff Recommendation

Use Chart:

The use of land or buildings within this Planned Development shall be in accordance with those listed in the article 14.10 (use chart) of the zoning ordinance as determined by the base zoning district, C-2 (General Commercial) District, unless specified below:

Use Type	Post Oak Village PD	Zoning Ordinance	Staff Recommendation
Farm equipment sales, service, repairs, feed store	P	SUP (C-2)	P
Church or other place of worship	P	SUP (C-2)	SUP (C-2)
Civic club, fraternal organization, or lodge	P	SUP (C-2)	P
Bus station	P	SUP (C-2)	SUP (C-2)
Electric power substation or generating including ground-mounted solar and wind	P	SUP (C-2)	P
Garage or maintenance yard, government	P	SUP (C-2)	SUP (C-2)
Telephone exchange, garage, shop, or service	P	SUP (C-2)	SUP (C-2)
Institution for alcoholic, narcotic, or psychiatric patients	P	SUP (C-2)	SUP (C-2)
Rehabilitation facility, inpatient or outpatient	P	SUP (C-2)	SUP (C-2)
Schools; elementary, high, college and universities, public, private, or denominational	P	SUP (C-2)	SUP (C-2)
School district bus yard	P	SUP (C-2)	SUP (C-2)
Auditorium, arena, coliseum, theater, or amphitheater	P	SUP (C-2)	P
Commercial amusement centers, indoor only	P	SUP (C-2)	P

Commercial amusement centers, indoor or outdoor	P	SUP (C-2)	SUP (C-2)
Dance hall, commercial	P	SUP (C-2)	SUP (C-2)
Private clubs when required to obtain a permit from the Texas Alcoholic Beverage Commission	P	SUP (C-2)	SUP (C-2)
Alcoholic beverage establishments	P	SUP (C-2)	SUP (C-2)
Automobile laundry, carwash	P	SUP (C-2)	SUP (C-2)
Automobile, motorcycle, boat, or trailer sales, new or used	P	SUP (C-2)	SUP (C-2)
Automobile repair, body work, or painting	P	SUP (C-2)	SUP (C-2)
Automobile service station	P	[9]	[9]
Boat/recreational vehicle (RV) rental, storage, and repair	P	SUP (C-2)	SUP (C-2)
Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage	P	SUP (C-2)	P
Credit access business (loan office)	P	SUP (C-2)	SUP (C-2)
Meeting halls	P	SUP (C-2)	P
Mini-warehouse	P	SUP (C-2)	SUP (C-2)
Mobile home/manufactured home sales with distribution	P	SUP (C-2)	P
Psychic/paranormal readings	P	SUP (C-2)	SUP (C-2)
Secondhand store or rummage shop	P	SUP (C-2)	P

Tattoo studio	P	SUP (C-2)	SUP (C-2)
Taxidermist	P	SUP (C-2)	P
Transit vehicle, bus and truck storage, servicing repairs, and sales	P	SUP (C-2)	SUP (C-2)
Travel trailer park	P	SUP (C-2)	SUP (C-2)
Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels	P	SUP (C-2)	P
Wholesale establishment including storage	P	SUP (C-2)	P
Batching plant, concrete, temporary	P	[11]	[11]
Outdoor Storage	P [5]	[5]	[5]
Portable storage containers	P [6]	[6]	[6]
Trucking, carting, crating, express handling, and storage	P	SUP (C-2)	P
Warehousing	P	SUP (C-2)	P

Legend for Use Chart

P — Use is permitted by right in district indicated

SUP — Use is permitted in district only upon approval of a specific use permit

POST OAK VILLAGE
±212 AC TRACT
SHERMAN(ETJ),TX

LAND USE CONCEPT PLAN

0 100 200 400
November 20th, 2025 Scale: 1"=200'

PAPE-DAWSON

THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THIS PLAN IS CONCEPTUAL IN NATURE AND THEREFORE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. IT IS NOT TO BE USED FOR PERMITTING OR CONSTRUCTION.



BOB TESCH, PRESIDENT
OFFICE: 469-795-6615
MOBILE: 512-970-0530
BOB@BTITEXAS.COM
BTITEXAS.COM

Richard Brown Associates

SITE DATA

TOTAL AREA	± 212.1 AC
NON-FLOOD ZONE	149.8 AC
FLOOD AREA	62.3 AC

LOT TYPE:

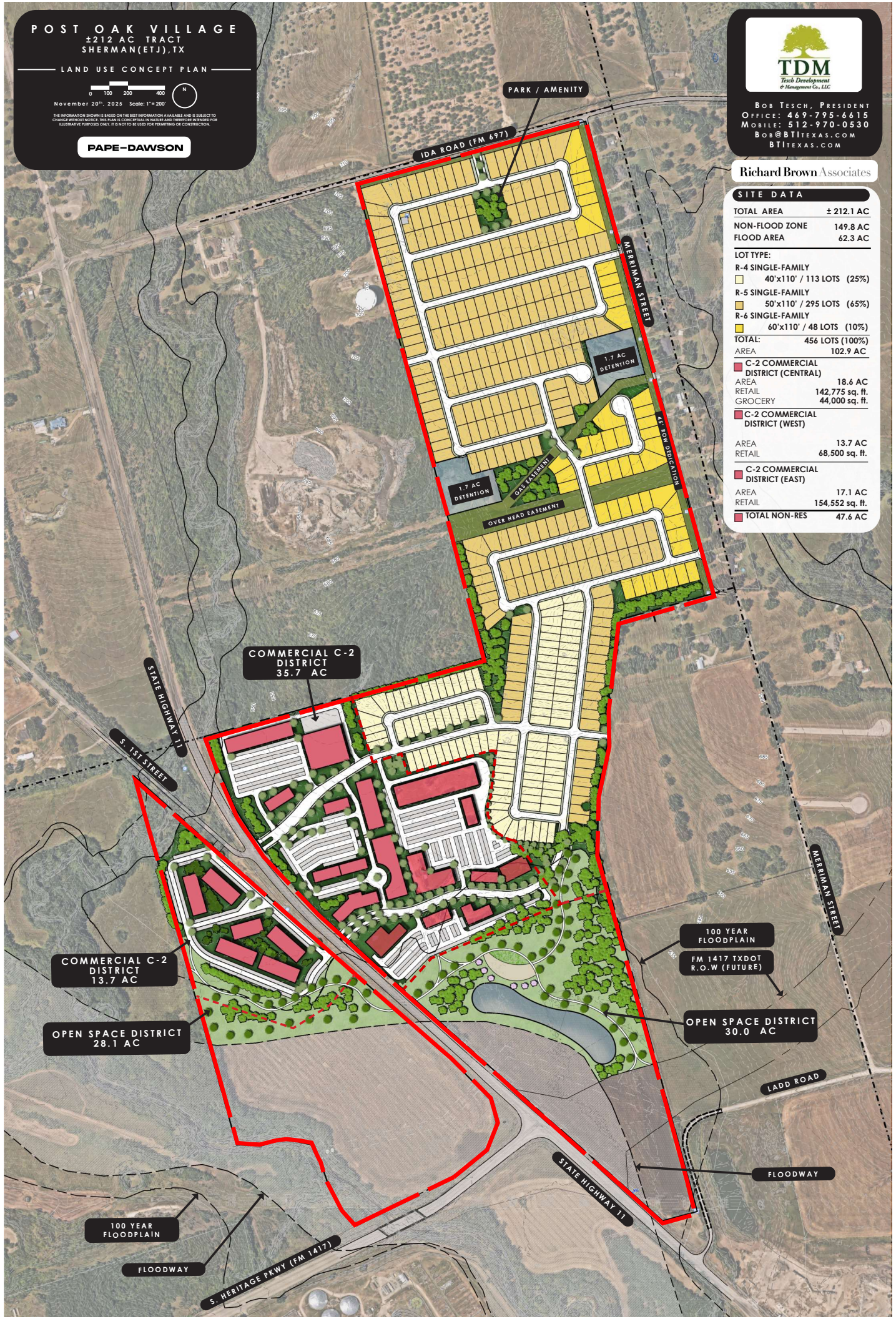
R-4 SINGLE-FAMILY	
40'x110' / 113 LOTS (25%)	
R-5 SINGLE-FAMILY	
50'x110' / 295 LOTS (65%)	
R-6 SINGLE-FAMILY	
60'x110' / 48 LOTS (10%)	

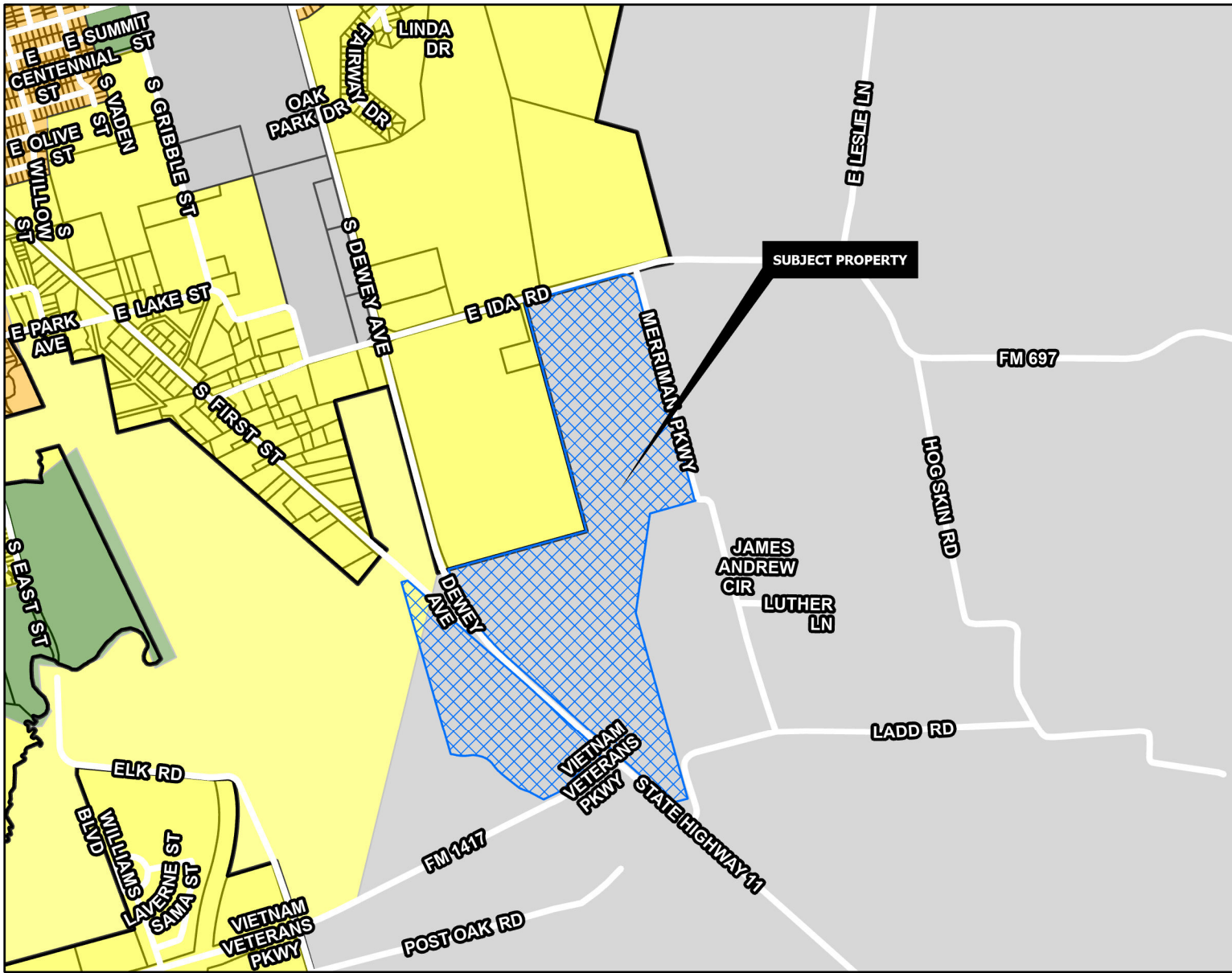
TOTAL:	456 LOTS (100%)
AREA	102.9 AC

C-2 COMMERCIAL DISTRICT (CENTRAL)	
AREA	18.6 AC
RETAIL	142,775 sq. ft.
GROCERY	44,000 sq. ft.

C-2 COMMERCIAL DISTRICT (WEST)	
AREA	13.7 AC
RETAIL	68,500 sq. ft.

C-2 COMMERCIAL DISTRICT (EAST)	
AREA	17.1 AC
RETAIL	154,552 sq. ft.
TOTAL NON-RES	47.6 AC





AGRICULTURE/RURAL

Intent & Character

The Agriculture/Rural category is intended for areas of Sherman that are not anticipated for development within the next ten years. These areas are generally located in the ETJ and do not have adequate utilities planned to serve development. Development in this category will generally be served by well water and on-site sewer facilities. It is intended that as development and utilities move further out, these areas should be re-evaluated and assigned an appropriate Future Land Use category during the next comprehensive plan update (or sooner, if needed).

Appropriate Land Use Types

- Large lot residential
- Farming and agriculture

Compatible Zoning Districts

- Residential Agricultural
- Estate Residential

Considerations

- Since a majority of this category is located in the ETJ, use cannot be controlled through the application of zoning. Because of this, the subdivision ordinance should be evaluated to ensure quality subdivision regulations.



2000 Block East Ida Road and 3501-3701 Block South Dewey – Property Notification Sign



2000 Block East Ida Road and 3501-3701 Block South Dewey – Property Notification Sign



2000 Block East Ida Road and 3501-3701 Block South Dewey – Property Notification Sign



Letter of Concern
Project No. 000140-2025

I would like to have my concerns and issues with the proposed project noted since I was unable to attend the Planning and Zoning meeting on 9/16. My name is David Ponder and I reside at 573 Merriman Parkway on a 62 acres tract adjacent to the proposed project. I am bounded by Merriman Parkway to the east and the proposed development to the west.

Having read the project information and listened to the meeting on the 16th I am have the following concerns and issues with the project.

1. Project Density - On first review the impression is that there is a lot going on with this project, Commercial, Multi Family and high density single family. That is a lot going on in a relatively small tract considering a large part is lost to flood zone.
2. Existing infrastructure - Once this project is built there are very few ingress/egress points that can handle a high volume of traffic that will be generated by the high lot density. I only see Ida road and Highway 11 as major points. There are two roads that dump into Merriman Parkway. Merriman Parkway is a single lane asphalt road that has very light traffic to service the small number of homes located between Ida (FM 697) and Ladd road. This road is not designed to carry the volume that the new project would deliver. What are the plans for Merriman Parkway to address this problem?

A possible solution is to put another entrance on far west side of Ida road and eliminate the Merriman Parkway access. This would solve the problem and be more cost effective by avoiding having to improve Merriman.

3. Sewer Plant - I thought it interesting that the first question asked was about the sewer plant and does the developer realize there is a sewer treatment plant within a half a mile of their project. The answer I heard was they are not really aware of the potential issues this plant poses to their project. My entire life I have had to smell that plant and I consider it an eyesore and I wish our property wasn't near it.

Here is the reality the project is going to have to contend with, they will get odors from the plant blowing across their tract. My home is the nearest to the plant off of Merriman and I can smell the plant on some days. The conditions have to be just right and it usually isn't a big deal and it isn't very common, but it can be smelled. Now they want to put homes ¼ mile further west and ¼ mile further south than me and they think they won't have issues with smell? They are going to have issues and anyone who buys there probably won't be pleased.

The second issue with the plant is light pollution. At night it is lit up like a Christmas tree. My kitchen window overlooks the plant and at night it is bright. We have a short term rental on our property and we had complaints about the lights at night. Again, they want to build homes and apartments closer to the plant than me, they will have complaints about the light as well as the odor.

I realize that the owner of this land has the right to develop it and from what I can determine from past projects is that they do quality work and for that I am pleased. My concerns with this project involve the density and the negative impact it will have on the surrounding neighbors. My hope is that if this development proceeds the valid concerns of those directly impacted will be addressed.

Sincerely,

David Ponder



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 1/5/2026

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6903 and 6904.

Issue:

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6904 (TABLED AT THE DECEMBER 1, 2025 REGULAR CITY COUNCIL MEETING).** 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
- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6903 (TABLED AT THE DECEMBER 1, 2025 REGULAR CITY COUNCIL MEETING)** 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

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 1/5/2026

Prepared By: Travis Overturf, Senior Civil Engineer

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7609

Awarding a Bid to and Authorizing Execution of a Contract Between Landmark Structures I, LP and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Shepherd 2.0 Million Gallon Elevated Storage Tank

Issue:

To consider awarding a bid to and authorizing execution of a contract between Landmark Structures I, LP and the Greater Texoma Utility Authority based on an invitation to bid for the Shepherd 2.0 Million Gallon Elevated Storage Tank project.

Background:

As a result of major industrial development and planned developments in the southern portion of the City, capacity improvement are needed for the Shepherd Elevated Storage Tank (EST) to properly serve these developments. The existing Shepherd EST has a storage capacity of 750,000 gallons and needs to be increased to 2.0 million gallons. This project will keep the existing tank in service while constructing a new tank on a new site located on the South side of Shepherd Drive. These improvements will allow the City to adequately supply water and maintain pressure in this southern portion of the City.

Two (2) bidders responded to the request for bids. The lowest responsible responsive bid in the amount of \$15,758,000 was submitted by Landmark Structures I, LP of Southlake, TX. A bid tabulation is attached.

Capital Improvement Program:

22-032

Origination:

Engineering Department

Financial Consideration:

Funding of \$15,639,500.00 is needed and will be provided by GTUA bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the Shepherd 2.0 Million Gallon Elevated Storage Tank project to Landmark Structures I, LP, of Southlake, TX in the amount of \$15,639,500.00 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. 7609
2. Project Location Exhibit
3. Award Recommendation Letter
4. Bid Tabulation
5. Agreement

RESOLUTION NO. 7609

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN LANDMARK STRUCTURES I, LP AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE SHEPHERD 2.0 MILLION GALLON ELEVATED STORAGE TANK; 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 Landmark Structures I, LP of Southlake, 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 Fifteen Million Six Hundred Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$15,639,500.00) for the Shepherd 2.0 Million Gallon Elevated Storage Tank; 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 5th day of January 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

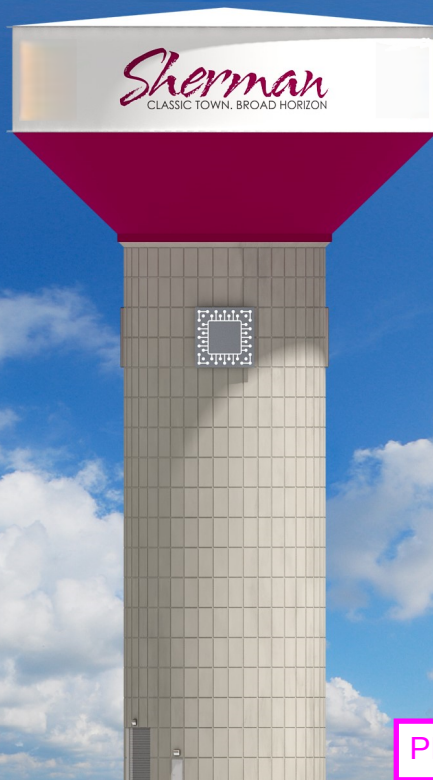
BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

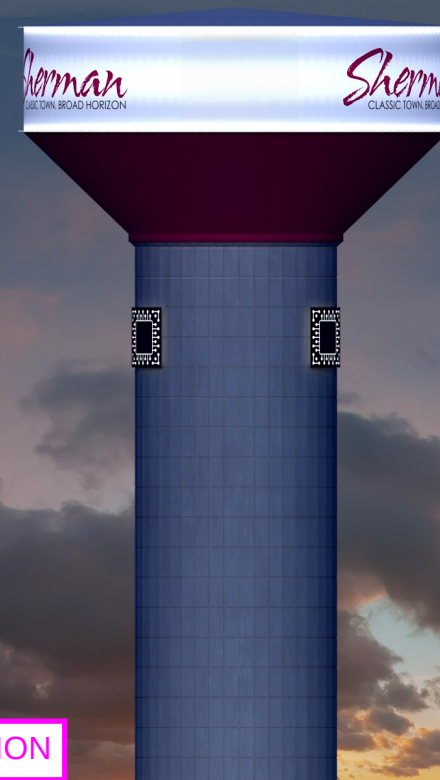
**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN PITTMAN, CITY ATTORNEY

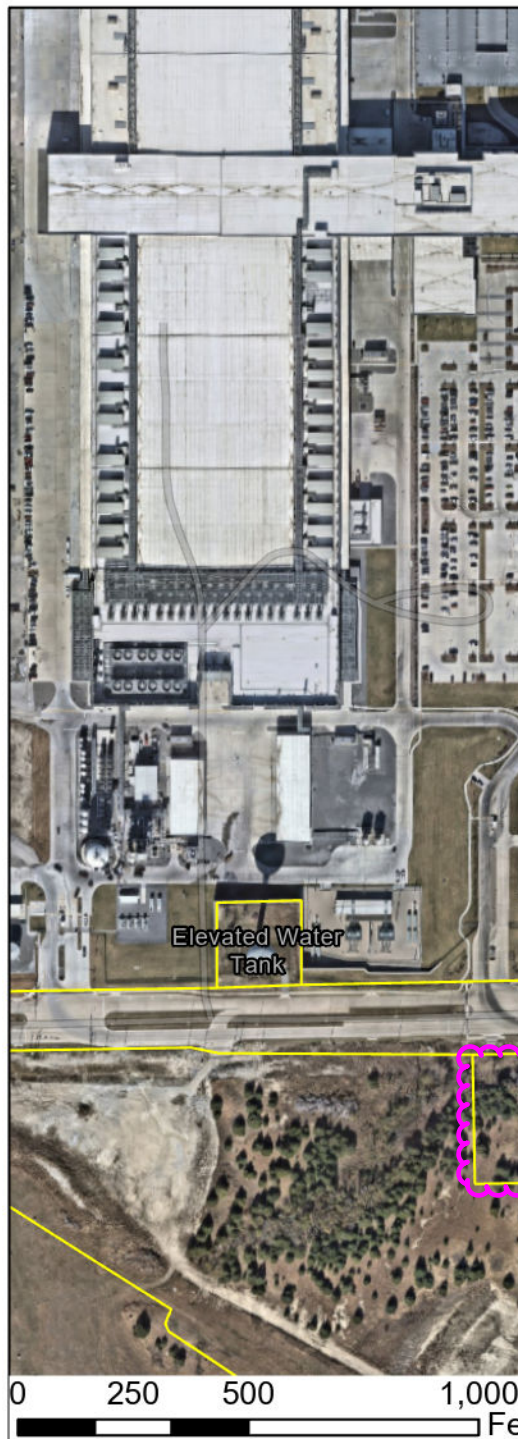
LIGHTS OFF



WHITE LIGHTS ON



PROJECT LOCATION



Elevated Water
Tank

W Shepherd Dr

E Shepherd Dr

75

Microsoft, Vantor, Esri Community
OpenStreetMap, Microsoft, Esri, To

Sherman
CLASSIC TOWN. BROAD HORIZON.



December 19th, 2025

Travis Overturf, P.E.
Civil Engineer
City of Sherman
317 S Travis Street
Sherman, TX 75091

Re: Recommendation of Award for the Shepherd 2.0 MG Elevated Storage Tank

Dear Mr. Overturf:

A total of two (2) bids were received for the above referenced project on Tuesday, December 16, 2025. Bids were for the construction of a 2.0 million gallon composite elevated storage tank at the project site located on the southern side of Shepherd Drive, approximately .4 miles west of US 75. A summary of the bids is provided in the table below, and the detailed bid tabulation is attached.

BID SUMMARY

BIDDER	BASE BID AMOUNT	ALTERNATE BID AMOUNT	TOTAL BID AMOUNT
Caldwell Tanks, Inc.	\$16,099,999.00	No Bid Provided	\$16,099,999.00
Landmark Structures I, L.P.	\$14,309,500.00	\$1,448,500.00	\$15,758,000.00

Landmark Structures I, LP, submitted the lowest bid of \$15,758,000.00, including the requested alternate bid items. No errors were found in the bid submitted. Landmark Structures I is a specialty composite elevated tank contractor based in Fort Worth, Texas. Freese and Nichols has worked with Landmark Structures I on many successful projects in the past. Based off discussions with the City of Sherman, they will move forward with awarding all Base Bid Items (Sections A, B, and C) in their entirety. Of the Alternate Bid Items, they will move forward with Item D1 – “360-Degree LED Bowl Lighting, and two of the three medallions from Item D2 – “Medallion and Backlighting”. Alternate Bid Item D3 – “Texas Instruments Logo” will not be awarded at this time. Freese and Nichols recommends the award of the contract to Landmark Structures I, L.P. in the amount of \$15,639,500.00.

Please let us know if you have any questions or concerns with our recommendation. Thank you for the opportunity to work with the City on this project.

Sincerely,



Daniel Huffines, P.E.
Freese and Nichols, Inc. – Project Manager

City of Sherman Bid Opening 2026-05 Shepherd 2.0 MG Elevated Storage Tank Bid Date: 12/16/2025 3:00PM CST				Caldwell Tanks, Inc		Landmark Structures I, LP		Engineer's Estimate	
				\$16,099,999.00		\$15,758,000.00		\$13,572,258.15	
#	Items	Quantity Required	Unit of Measure	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
A	2.0 MILLION GALLON ELEVATED STORAGE TANK								
A1	2.0 Million Gallon Composite Elevated Storage Tank	1	LS	\$11,441,613.00	\$11,441,613.00	\$10,532,000.00	\$10,532,000.00	\$9,411,600.00	\$9,411,600.00
A2	City of Sherman Logo	3	EA	\$2,500.00	\$7,500.00	\$6,250.00	\$18,750.00	\$22,500.00	\$67,500.00
B	SUPPORTING ITEMS FOR 2.0 MG ELEVATED STORAGE TANK								
B1	36" AWWA C303, Bar-Wrapped Concrete Cylinder Pipe (Class 150)	410	LF	\$800.00	\$328,000.00	\$600.00	\$246,000.00	\$900.00	\$369,000.00
B2	36" Buried BFVs	2	EA	\$55,000.00	\$110,000.00	\$50,000.00	\$100,000.00	\$63,250.00	\$126,500.00
B3	Fire Hydrant Assembly	2	EA	\$15,000.00	\$30,000.00	\$12,000.00	\$24,000.00	\$15,000.00	\$30,000.00
B4	Trench Safety System	870	LF	\$5.00	\$4,350.00	\$5.00	\$4,350.00	\$5.00	\$4,350.00
B5	8' Ornamental Iron Fencing with Mow Strip	980	LF	\$150.00	\$147,000.00	\$75.00	\$73,500.00	\$145.00	\$142,100.00
B6	Ornamental Fencing Columns	24	EA	\$1,500.00	\$36,000.00	\$3,500.00	\$84,000.00	\$1,750.00	\$42,000.00
B7	24' Manual Sliding Vehicle Access Gate (solid steel)	1	EA	\$13,500.00	\$13,500.00	\$9,000.00	\$9,000.00	\$12,500.00	\$12,500.00
B8	8" Concrete Access Drive (24' Wide) and Parking	800	SY	\$180.00	\$144,000.00	\$200.00	\$160,000.00	\$180.00	\$144,000.00
B9	Communication Enclosure and Generator Pads	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$9,500.00	\$9,500.00
B10	Clearing and Grubbing	2.5	AC	\$10,000.00	\$25,000.00	\$15,500.00	\$38,750.00	\$12,500.00	\$31,250.00
B11	Site Preparation and Grading	13500	CY	\$7.50	\$101,250.00	\$68.00	\$918,000.00	\$25.00	\$337,500.00
B12	Hydromulch Seed	6500	SY	\$3.00	\$19,500.00	\$4.00	\$26,000.00	\$2.50	\$16,250.00
B13	Tank/Site Electrical	1	LS	\$1,268,585.00	\$1,268,585.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
B14	50 KW, 62.5 KVA Diesel Generator and ATS Assembly	1	LS	\$228,904.00	\$228,904.00	\$200,000.00	\$200,000.00	\$50,000.00	\$50,000.00
B15	SCADA and Instrumentation	1	LS	\$129,800.00	\$129,800.00	\$100,000.00	\$100,000.00	\$250,000.00	\$250,000.00
B16	Project Sign	1	EA	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00
B17	24" Class III RCP	145	LF	\$110.00	\$15,950.00	\$200.00	\$29,000.00	\$175.00	\$25,375.00
B18	42" Class III RCP	240	LF	\$400.00	\$96,000.00	\$400.00	\$96,000.00	\$300.00	\$72,000.00
B19	54" Class III RCP	75	LF	\$750.00	\$56,250.00	\$410.00	\$30,750.00	\$550.00	\$41,250.00
B20	6' x 6' Area Inlet	1	EA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
B21	TxDOT CH-FW-0 Headwall	1	EA	\$25,000.00	\$25,000.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00
B22	7' x 7' Junction Box	1	EA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
B23	Storm Water Pollution Prevention Plan	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$17,500.00	\$17,500.00
B24	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$5,603.69	\$5,603.69	\$5,000.00	\$5,000.00
B25	Stolz Communication Allowance Items (SCADA Relocation, Water Meter Antenna Relocation, Communication Enclosure, etc)	1	LS	\$53,796.31	\$53,796.31	\$53,796.31	\$53,796.31	\$53,796.31	\$53,796.31
B26	OmniWarn Allowance Items (Siren Relocation, etc)	1	LS	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
B27	Mobilization (5%)	1	LS	\$805,000.69	\$805,000.69	\$100,000.00	\$100,000.00	\$744,036.84	\$744,036.84
B28	Contingency Allowence	1	LS	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00		
C	EXISTING SHEPHERD 0.75 MG ELEVATED STORAGE TANK								
C1	Existing 0.75 MG EST and Site Demolition	1	LS	\$345,000.00	\$345,000.00	\$290,000.00	\$290,000.00	\$375,000.00	\$375,000.00
D	ALTERNATE BID ITEMS								
D1	360-Degree LED Bowl Lighting, Dense Spacing Full Perimeter	1	EA			\$1,120,000.00	\$1,120,000.00	\$400,000.00	\$400,000.00
D2	Pedestal Accent and Backlighting	3	EA			\$105,000.00	\$315,000.00	\$60,000.00	\$180,000.00
D3	Texas Instruments Logo	3	EA			\$4,500.00	\$13,500.00	\$15,000.00	\$45,000.00

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY (“GTUA”) on behalf of THE CITY OF SHERMAN, and LANDMARK STRUCTURES I, LP, a Limited Partnership (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**

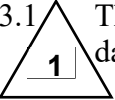
CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the “Work”). The Work is generally described as follows:

Shepherd 2 Million Gallon Elevated Storage Tank

Article 2. **ENGINEER**

The Project has been designed by Freese and Nichols, Dallas, 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 must be ~~substantially~~ completed and ready for final payment within ~~480~~ **690** 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 \$1,000.00 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 a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, 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.

Article 6. INTEREST

If the contract amount of this Agreement 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 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.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 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 Special Provisions
- 8.19 Technical Specification prepared or issued by the Freese and Nichols Inc.
- 8.20 Drawings, consisting of sheets numbered 1 through 46, inclusive with each sheet bearing the following general title: **City of Sherman, Shepherd 2.0 Million Gallon Elevated Storage Tank.**
- 8.21 Appendix numbers A to E, inclusive.
- 8.22 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 GTUA'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. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

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 the 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 or the City of Sherman 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 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.

- 12.15 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 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.

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:

CONTRACTOR: Landmark Structures I, LP

By: _____

By: _____
David Ming, CEO

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

3120 Sabre Drive, Suite 350

Southlake, Texas 76092



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 1/5/2026

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, City Manager

Caption:

Resolution No. 7610

Authorizing The City Manager Or His Designee To Execute A Gift Deed For The Acquisition Of 10.67 Acres Of Land In The Preston Kitchens Survey, Abstract 667, Sherman, Texas; For The Dedication Of Land For A Detention Pond And Drainage Purposes In The Sherman Crossroads Development.

Issue:

To consider the dedication of land for a detention pond and drainage purposes in the development of Sherman Crossroads.

Background:

The future development of Sherman Crossroads will require a new detention pond and drainage improvements. As part of a Development Agreement, the land for a detention pond and drainage easement is to be donated to the City by Sherman Crossroads LTD.

Capital Improvement Program:

Origination:

City of Sherman

Financial Consideration:

None.

Staff Recommendation:

Staff recommends the approval of the land dedication.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7610
2. Location map for Council
3. Memorandum of Agreement
4. Executed - Partial Release of Lien - Firt United Bank & Trust Company (12-23-25 at 1109)
5. Declaration

6. Gift Deed signed 12-23-25

RESOLUTION NO. 7610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE OF A GIFT DEED FOR THE ACQUISITION OF 10.671 ACRES OF LAND IN THE PRESTON KITCHENS SURVEY, ABSTRACT 667, SHERMAN, TEXAS; FOR THE DEDICATION OF LAND FOR A DETENTION POND AND DRAINAGE PURPOSES IN THE SHERMAN CROSSROADS DEVELOPMENT; 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 be and 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 Gift Deed for the acquisition of real property, consisting of 10.671 acres in the Preston Kitchens Survey, Abstract 667, Grayson County, Texas, from Sherman Crossroads LTD. for the purpose of a detention pond and drainage improvements. The subject property is more particularly described in the attached Exhibit "A-1" 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 5th day of January 2026.

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-1”



Memorandum of Agreement

The City of Sherman ("CITY") and **SHERMAN CROSSROADS, LTD.** (collectively the "Owner") have reached a mutual agreement pertaining to CITY's request for donation of land for purpose of detention pond and drainage over and across Owner's property as described in the attached documents (the "Property"), in association with CITY's **Sherman Crossroads project**.

The general terms of the AGREEMENT are as follows:

- The Owner shall donate the Property to CITY consisting of more or less 10.671 acres (464,825 sq. ft) of land more specifically described in Exhibit "A" of said dedication document.
- The Owner agrees to execute CITY's donation documents.
- CITY shall accept the donation within a reasonable time period upon (i) the complete execution of the AGREEMENT, (ii) the execution of a deed signed by all parties, and (iii) the effectuation of any subordinations or releases as required.
- The Owner shall assist with any support CITY may require in the engagement of lien holders to secure whatever subordinations or releases that CITY deems necessary to complete the donation of the Property free and clear of liens.

AGREED AND ACCEPTED:

"OWNER"

SHERMAN CROSSROADS, LTD.

By: **Sherman Crossroads GP, LLC**

By: _____

Name: _____

William J. Harkinson, Manager

Date: _____, 2025

"CITY OF SHERMAN"

By: _____

Name: _____

Date: _____, 2025

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas, and being a portion of a called 130.4789-acre tract of land described in a deed to Sherman Crossroads, Ltd., recorded in Volume 5054, Page 925, Official Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the easternmost southeast corner of Lot 2, Block 1, Sherman Junction, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Document No. 2025-150, said Official Records, common to an angle point in the westerly line of said 130.4789-acre tract;

THENCE North 45°57'47" West, along the common line of said Lot 2 and said 130.4789-acre tract, a distance of 493.45 feet to a 1/2-inch iron rod with plastic cap stamped "PEISER & MANKIN" found for corner;

THENCE North 14°32'04" West, continuing along said common line, a distance of 536.21 feet to the intersection of the westerly line of said 130.4789-acre tract and the westerly line of a 25' wide Sanitary Sewer Easement, recorded in Document No. 2024-30663, said Official Records, same being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 14°32'04" West, continuing along said common line, a distance of 238.35 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE departing said common line and crossing said 130.4789-acre tract the following courses and distances:

North 75°27'56" East, a distance of 322.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 150.00 feet, a central angle of 80°11'19", and a chord bearing and distance of South 66°20'08" East, 193.21 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 209.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 26°14'29" East, a distance of 423.43 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 250.04 feet, a central angle of 85°34'09", and a chord bearing and distance of South 17°27'51" West, 339.67 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 373.42 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 04°40'21" East, a distance of 23.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

EXHIBIT A

10.671 ACRES

PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOHN HOEFNER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7096
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
john.hoefner@kimley-horn.com

Kimley»Horn					
6160 Warren Parkway, Suite 210 Frisco, Texas 75034					
FIRM # 10193622					
Tel. No. (972) 335-3580 Fax No. (972) 335-3778					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	Dec. 2025	063493020	1 OF 4

HOEFNER, JOHN 12/16/2025 1:39 PM K:\FRI_SURVEY\063493020-SHERMAN CROSSROADS - SHERMAN\DWG\BACKYARD\SEPARATE INSTRUMENTS\063493020-COS TRACT_1.DWG

South 28°17'22" West, a distance of 157.56 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 36°29'45" East, a distance of 108.89 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 45°58'52" East, a distance of 73.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 415.00 feet, a central angle of 12°50'47", and a chord bearing and distance of South 38°52'23" West, 92.85 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 93.05 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner on the westerly line of the aforementioned Sanitary Sewer Easement;

North 45°57'47" West, along said westerly line, a distance of 506.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 14°32'04" West, continuing along said westerly line, a distance of 459.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 25°47'04" West, continuing along said westerly line, a distance of 51.31 feet to the **POINT OF BEGINNING** and containing 464,825 square feet or 10.671 acres of land, more or less.



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EXHIBIT A

10.671 ACRES

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Frisco, Texas 75034

FIRM # 10193822

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Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	Dec. 2025	063493020	2 OF 4

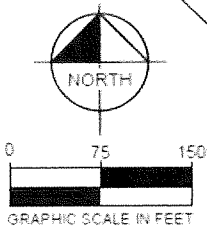
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MATCHLINE - SHEET No. 4

NOTES

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983.

LOT 2, BLOCK 1
SHERMAN JUNCTION
DOC. 2025-150
P.R.G.C.T.



LOT 1, BLOCK 1
SHERMAN JUNCTION
DOC. 2025-150
P.R.G.C.T.

PRESTON KITCHEN SURVEY
ABSTRACT No. 667
ELIZABETH JONES SURVEY
ABSTRACT No. 625

P.O.C.
1/2" IRF

RIGHT-OF-WAY DEDICATION
DOC. NO. 2025-150, P.R.G.C.T.

ASTON DRIVE

ASTON DRIVE

CALLED 23.866 ACRES
H-E-B, LP
DOC. 2025-15264
O.R.G.C.T.

REMAINDER
CALLED 130.4789 ACRES
SHERMAN CROSSROADS, LTD.
VOL. 5054, PG. 925
O.R.G.C.T.

10.671 ACRES
464,825 SQ. FT.

25' SANITARY SEWER EASEMENT
DOC. NO. 2024-30663 O.R.G.C.T.
N45°57'47"W 506.08'
N45°57'47"W 493.45'

S28°17'22"W 157.56'

S4°40'21"E 23.47'

S36°29'45"E 108.89'

S45°58'52"E 73.47'

Δ=12°50'47"
R=415.00'
L=93.05'
CB=S38°52'23"W
C=92.85'

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
D.R.G.C.T. = DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS

EXHIBIT A

10.671 ACRES
PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

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6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	JMH	KHA	Dec. 2025	063493020	3 OF 4

HOEFNER, JOHN 12/16/2025 1:39 PM K:\FRI_SURVEY\063493020-SHERMAN CROSSROADS - SHERMAN\DWG\BACKYARD\SEPARATE INSTRUMENTS\063493020-COS TRACT_1.DWG

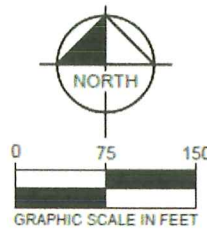
NOTES

Bearing system based on the Texas
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Zone (4202), North American Datum of 1983.

REMAINDER
CALLED 130.4789 ACRES
SHERMAN CROSSROADS, LTD.
VOLUME 5054, PAGE 925
O.R.G.C.T.

CROSSROADS
BOULEVARD
(80' PUBLIC ROW)
DOC. 2019-33, P.R.G.C.T.

PRESTON KITCHEN SURVEY
ABSTRACT No. 667



LOT 2, BLOCK 1
SHERMAN JUNCTION
DOC. 2025-150
P.R.G.C.T.

ELIZABETH JONES SURVEY
ABSTRACT No. 625

10.671 ACRES
464,825 SQ. FT.

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
D.R.G.C.T. = DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS

MATCHLINE - SHEET No. 3

EXHIBIT A

10.671 ACRES
PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS



John Hoefner
JOHN HOEFNER
REGISTERED PROFESSIONAL
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	JMH	KHA	Dec. 2025	063493020	4 OF 4

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Partial Release of Lien

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 driver's license number.

Basic Information

Date: December 23, 2025

Holder of Note and Lien: First United Bank and Trust Company

Holder's Mailing Address: 401 East Taylor Street, Sherman, Texas 75090

Note

Date: June 13, 2025

Original principal amount: \$11,342,683.000

Borrower: Sherman Crossroads, Ltd.

Lender: First United Bank and Trust Company

Note and Lien Are Described in the Following Documents: Commercial Deed of Trust, Security Agreement Financing Statement and Assignment of Rents dated June 13, 2025, from Sherman Crossroads, Ltd. to Jimmy L. Fernandez, Trustee, securing the note in the principal amount of \$11,342,683.00 payable to First United Bank and Trust Company and recorded on June 13, 2025 under Clerk's File No. 202500015125, Office Public Records, Grayson County, Texas.

Property (including any improvements) to Be Released from Lien ("Property"):

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas, and being a portion of a called 130.4789-acre tract of land described in a deed to Sherman Crossroads, Ltd., recorded in Volume 5054, Page 925, Official Records, Grayson County, Texas, and being more particularly described on Exhibit "A" attached hereto.

Partial Release of Lien

For value received, Holder of Note and Lien releases only the Property from the Lien and from all liens held by Holder of Note and Lien, without regard to how they were created or evidenced.

When the context requires, singular nouns and pronouns include the plural.

FIRST UNITED BANK AND TRUST
COMPANY

By: [Signature]
Name: Greg N. Kirkpatrick
Title: Senior Vice President

ACKNOWLEDGMENT

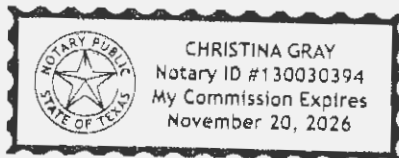
STATE OF TEXAS

§
§
§

COUNTY OF GRAYSON

Before me Christina M. Gray (notary printed name) on this day personally appeared Greg N. Kirkpatrick, the Senior Vice President of First United Bank and Trust Company, a banking corporation, known to me or proved to me through _____ (State and DL or ID#) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said banking corporation.

Given under my hand and seal of office on this 23rd day of December, 2025.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas, and being a portion of a called 130.4789-acre tract of land described in a deed to Sherman Crossroads, Ltd., recorded in Volume 5054, Page 925, Official Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the easternmost southeast corner of Lot 2, Block 1, Sherman Junction, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Document No. 2025-150, said Official Records, common to an angle point in the westerly line of said 130.4789-acre tract;

THENCE North 45°57'47" West, along the common line of said Lot 2 and said 130.4789-acre tract, a distance of 493.45 feet to a 1/2-inch iron rod with plastic cap stamped "PEISER & MANKIN" found for corner;

THENCE North 14°32'04" West, continuing along said common line, a distance of 536.21 feet to the intersection of the westerly line of said 130.4789-acre tract and the westerly line of a 25' wide Sanitary Sewer Easement, recorded in Document No. 2024-30663, said Official Records, same being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 14°32'04" West, continuing along said common line, a distance of 238.35 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE departing said common line and crossing said 130.4789-acre tract the following courses and distances:

North 75°27'56" East, a distance of 322.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 150.00 feet, a central angle of 80°11'19", and a chord bearing and distance of South 66°20'08" East, 193.21 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 209.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 26°14'29" East, a distance of 423.43 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 250.04 feet, a central angle of 85°34'09", and a chord bearing and distance of South 17°27'51" West, 339.67 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 373.42 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 04°40'21" East, a distance of 23.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

EXHIBIT A

10.671 ACRES

PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOHN HOEFNER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7096
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
john.hoefner@kimley-horn.com

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FIRM # 10193822

Tel. No. (972) 335-3580
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	Dec. 2025	083493020	1 OF 4

HOEFNER, JOHN 12/16/2025 1:38 PM K:\FRL SURVEY\063493020-SHERMAN CROSSROADS - SHERMAN DOW BACKYARD SEPARATE INSTRUMENTS\063493020-COS TRACT_1.DWG

South 28°17'22" West, a distance of 157.56 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 36°29'45" East, a distance of 108.89 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

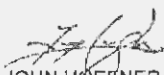
South 45°58'52" East, a distance of 73.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 415.00 feet, a central angle of 12°50'47", and a chord bearing and distance of South 38°52'23" West, 92.85 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 93.05 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner on the westerly line of the aforementioned Sanitary Sewer Easement;

North 45°57'47" West, along said westerly line, a distance of 506.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 14°32'04" West, continuing along said westerly line, a distance of 459.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

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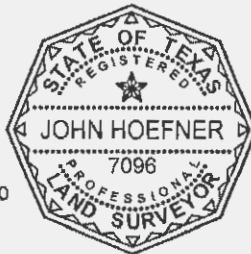


EXHIBIT A

10.671 ACRES
PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn

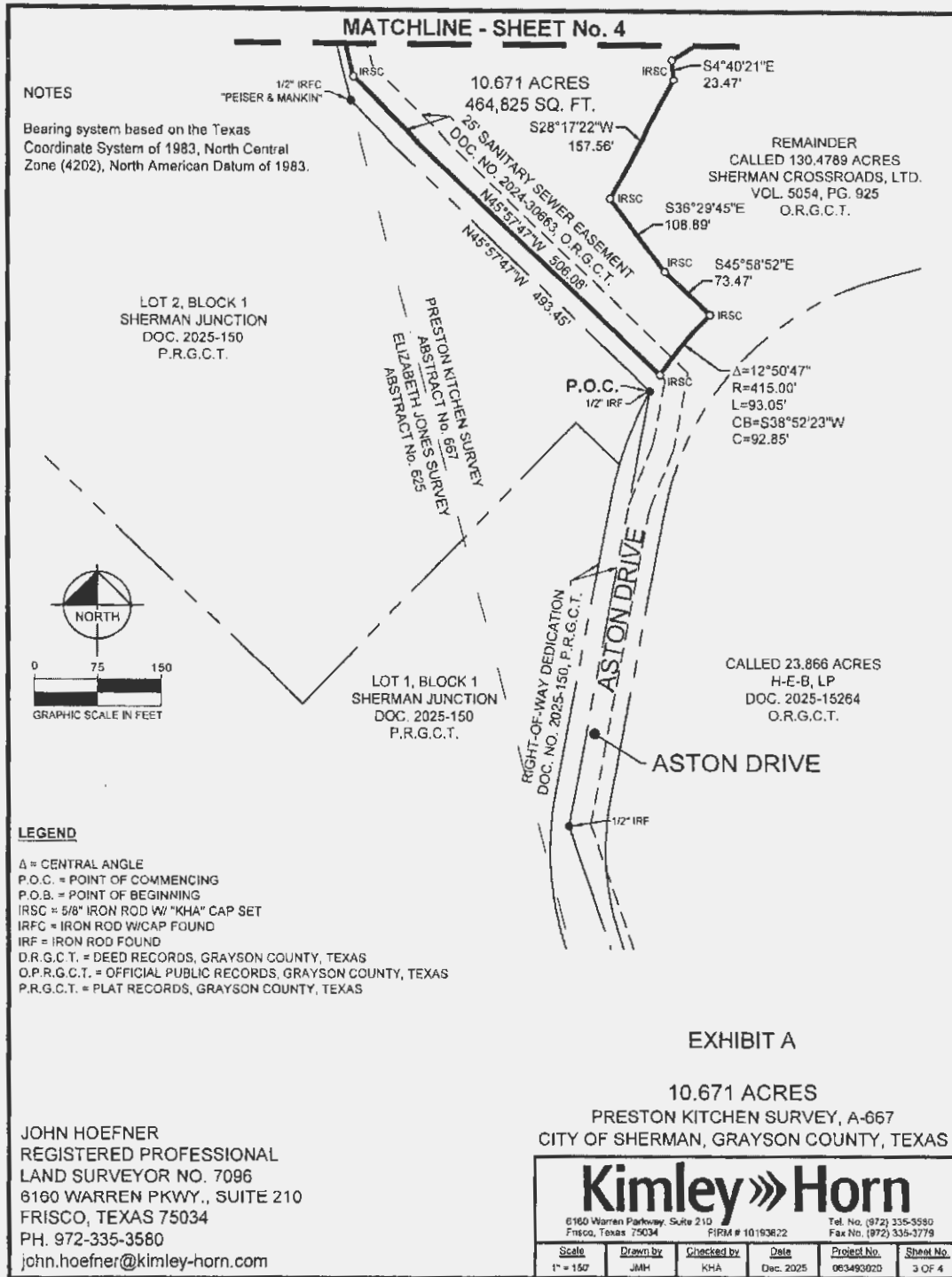
6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10193822

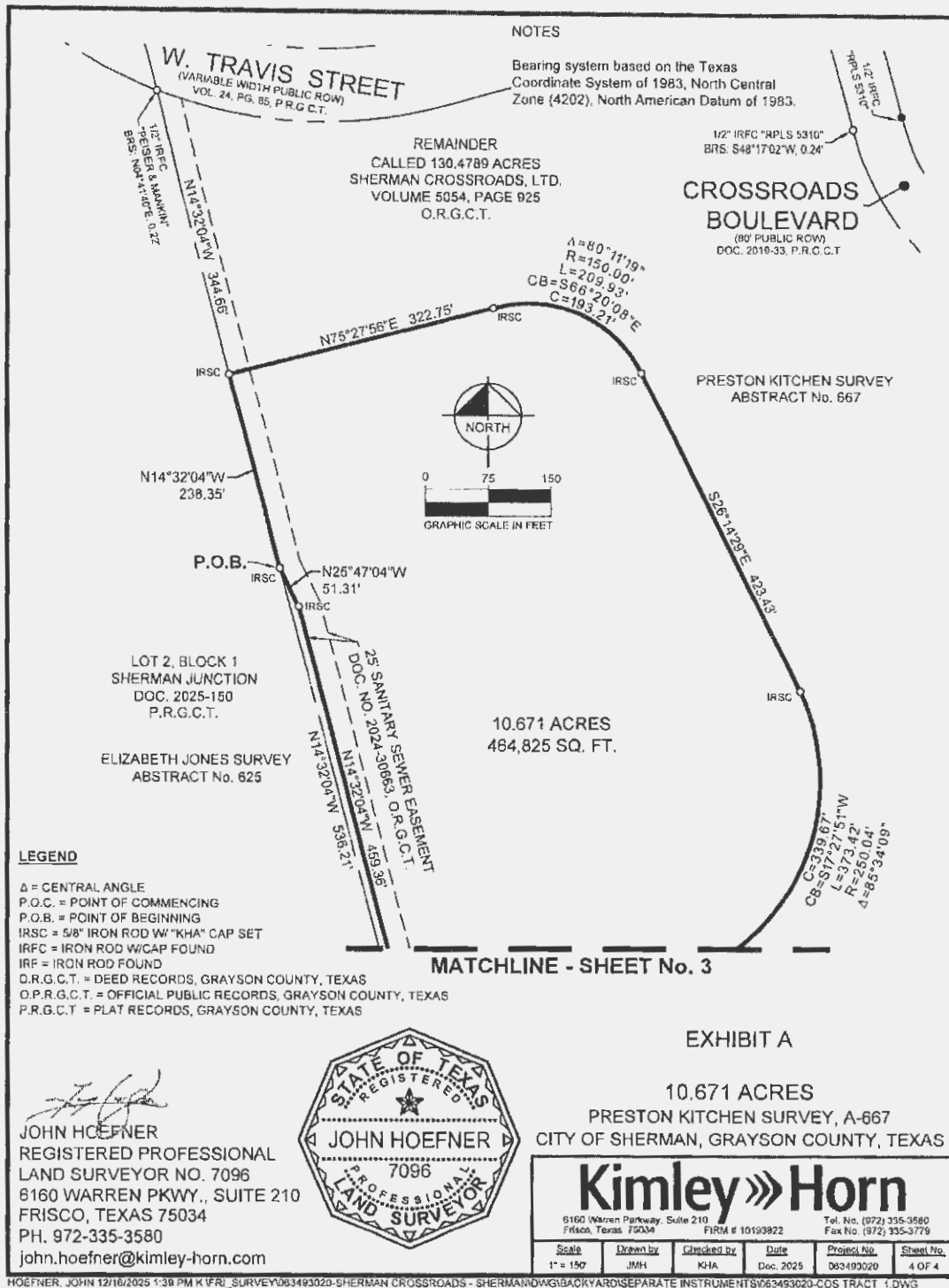
Tel. No. (972) 335-3580
Fax No. (972) 335-3773

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	Dec. 2025	053493020	2 OF 4

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DFW LAW OFFICE, PLLC
3838 Oak Lawn Ave., Suite 800
Dallas, TX 75219
214-521-1122 awilson@dfwlawoffice.org

December 29, 2025

Mr. Loren Siems 903-892-7029
City of Sherman via Fed Exp
317 S. Travis St. lorens@cityofsherman.com
Sherman, TX 75090

Re: Sherman Crossroads to City of Sherman

Loren:

Enclosed is the ORIGINAL of the Third Amendment for the Sherman Crossroads CCR's, executed by Mr. LaRocco, and acknowledged where appropriate.

Please acknowledge receipt of the Federal Express.

Thanks so much for your help.

Addison Wilson III

**THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS AND RECIPROCAL EASEMENT
AGREEMENT FOR SHERMAN CROSSROADS
AND
PARTIAL RELEASE**

This Third Amendment to Declaration of Protective Covenants, Conditions, and Restrictions and Reciprocal Easement Agreement For Sherman Crossroads (the "Third Amendment") is made as of December 29, 2025, by **SHERMAN CROSSROADS, LTD., a Texas limited partnership("Sherman Crossroads, Ltd.")**, whose address is 4560 Beltline Road, Suite #400, Addison, Texas 75001, to become effective on the date of recordation in the public records of Grayson County, Texas.

RECITALS:

WHEREAS, Sherman Crossroads, Ltd. and other parties executed that certain Declaration of Protective Covenants, Conditions, and Restrictions and Reciprocal Easement Agreement For Sherman Crossroads dated October 24, 2019, recorded under Instrument No. 2019-1283, Real Property Records, Grayson County, Texas (the "Original Declaration"); and

WHEREAS, Sherman Crossroads, Ltd. Amended the Original Declaration by First Amendment to Declaration of Protective Covenants, Conditions, and Restrictions and Reciprocal Easement Agreement for Sherman Crossroads dated January 8, 2020, recorded under Instrument No. 2020-1069, Real Property Records, Grayson County, Texas and the Second Amendment to Declaration of Protective Covenants and Conditions and Restrictions and Reciprocal Easement Agreement for Sherman Crossroads dated June 13, 2025 recorded under Instrument No. 2025-15263, Real Property Records, Grayson County, Texas (the Original Declaration as amended being herein referred to as the "Declaration"); and

WHEREAS, Declarant retains the right and authority to amend the Declaration pursuant to Article XII Section 2 of the Declaration as less than eighty-five percent (85%) of the Net Acreage (as defined in the Declaration) has been sold to bona fide third parties unrelated to Declarant;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Definitions. All capitalized terms not defined herein shall have the meanings as ascribed to them in the Declaration.
2. Authority. Declarant hereby represents that it is the Declarant under the Declaration, and it has the authority to entre into this Third Amendment.
3. Partial Release. The 10.671 acres described on Exhibit "A-1" attached hereto (the "Partial Release Property") is hereby released from the Declaration and is no longer subject to the Declaration.
4. Amendment. Exhibit "A" of the Declaration is hereby amended to exclude the Partial Release Property and to read in it's entirety as Exhibit "A" attached hereto.
5. Binding Effect. This Third Amendment shall run with the land and shall be binding and inure to the benefit of the owners, occupants, permittees, successors and assigns of the Partial Release Property.

[Remainder of page left intentionally blank/Signature(s) on following page(s)]

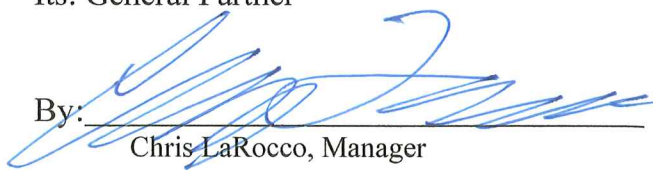
IN WITNESS WHEREOF, Sherman has executed this Third Amendment the day and year first above written.

DECLARANT:

**SHERMAN CROSSROADS, LTD.,
a Texas limited partnership**

By: Sherman Crossroads GP, LLC
Its: General Partner

By: _____


Chris LaRocco, Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me ADDISON WILSON III (notary printed name) on this day personally appeared Chris LaRocco, **the Manager of Sherman Crossroads GP, LLC, a Texas limited liability company**, the general partner of **Sherman Crossroads, Ltd., a Texas limited partnership**, known to me or proved to me through known to me (State and DL or ID#) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said **limited liability company** acting as general partner of said **limited partnership**.

Given under my band and seal of office on this 29 day of December, 2025.

Addison Wilson III
Notary Public, State of Texas

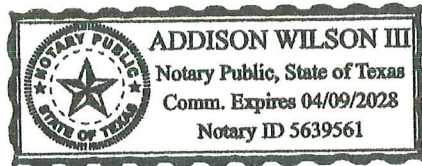


EXHIBIT "A"

BEING THE 130.4789 ACRES DESCRIBED BELOW, LESS AND EXCEPT THE 23.86 ACRES DESCRIBED BELOW, AND LESS AND EXCEPT THE 10.671 ACRES DESCRIBED IN EXHIBIT "A-1" ATTACHED HERETO.

DESCRIPTION, of a 130.4789 acre tract of land situated in the Preston Kitchen Survey, Abstract No. 667 and the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas; said tract being all of that certain tract of land described in Trustee's Deed to First State Bank recorded in Instrument No. 2010-00019783 of the Deed Records of Grayson County, Texas; said 130.4789 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "RPLS #3694" cap found at the intersection of the westerly right-of-way line of U.S. Highway No. 75 (a variable width right-of-way) and north right-of-way of F.M. Highway No. 1417 (a variable width right-of-way); said point being the southeast corner of said First State Bank tract;

THENCE, in a westerly direction, along the said north line of F.M. Highway No. 1417 and the south line of said First State Bank tract, the following six (6) calls:

South 75 degrees, 47 minutes, 00 seconds West, a distance of 239.64 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

South 78 degrees, 58 minutes, 40 seconds West, a distance of 215.43 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

South 74 degrees, 59 minutes, 00 seconds West, a distance of 200.00 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

South 70 degrees, 41 minutes, 39 seconds West, a distance of 200.56 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

South 74 degrees, 59 minutes, 00 seconds West, a distance of 500.00 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

South 73 degrees, 53 minutes, 51 seconds West, a distance of 207.76 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at the southwest corner of said First State Bank tract;

THENCE, in a northerly direction, departing the said north line of F.M. Highway No. 1417 and the said south line of First State Bank tract and along the west line of said First State Bank tract, the following four (4) calls:

North 17 degrees, 57 minutes, 51 seconds West, a distance of 541.73 feet (Deed: 541.99 feet) to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

North 11 degrees, 37 minutes, 37 seconds East, a distance of 525.61 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

North 44 degrees, 54 minutes, 41 seconds West, a distance of 493.45 feet to an angle point;

North 13 degrees, 28 minutes, 58 seconds West, a distance of 2190.66 feet to a 3/4-inch iron pipe found at an angle point; said point also being the most southerly southeast corner of that certain tract of land described as tract One in Special Warranty Deed to Sherman Hills Country Club, Ltd. Recorded in Volume 3265, Page 890, of said Real Property Records;

THENCE, along the common line between said First State Bank tract and said Sherman Hills Country Club tract, the following two (2) calls:

North 14 degrees, 26 minutes, 58 seconds West, a distance of 468.90 feet to a 3/4-inch iron pipe found at the northwest corner of said First State Bank tract; said point also being a re-entrant corner of said Sherman Hills Country Club tract;

North 75 degrees, 38 minutes, 19 seconds East (Deed: North 75 degrees, 38 minutes, 03 seconds East, a distance of 1140.10 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at the most northerly northeast corner of said First State Bank tract; said point also being the northwest corner of that certain tract of land described in Deed to City of Sherman recorded in Volume 866, Page 150 of the said Real Property Records;

THENCE, departing the said common line between First State Bank tract and Sherman Hills Country Club tract and along the common line between said First State Bank tract and said City of Sherman tract, the following two (2) calls:

South 04 degrees, 40 minutes, 09 seconds West, a distance of 302.24 feet to a 1/2-inch iron rod found for re-entrant corner said point also being the southwest corner of said City of Sherman tract; North 76 degrees, 15 minutes, 38 seconds East, a distance of 251.99 feet to a 1/2-inch iron rod with "RPLS #3694" cap found for corner in the said westerly line of U.S. Highway No. 75; said point being the beginning of a non-tangent curve to the left; said point also being the southeast corner of said City of Sherman tract;

THENCE, departing the said common line between First State Bank tract and City of Sherman tract and along the said westerly line of U.S. Highway No. 75, the following seven (7) calls:

In a southerly direction, along said curve to the left, having a central angle of 23 degrees, 04 minutes, 51 seconds, a radius of 2982.79 feet, a chord bearing and distance of South 12 degrees,

45 minutes, 35 seconds East, 1193.47 feet, an arc distance of 1201.58 feet to a concrete right-of-way

monument found at the end of said curve;

South 26 degrees, 17 minutes, 30 seconds East, a distance of 306.14 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

South 27 degrees, 18 minutes, 00 seconds East, a distance of 1329.79 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point from which a concrete right-of-way monument found bears South 58 degrees, 28 minutes West, a distance of 0.7 feet;

South 22 degrees, 59 minutes, 13 seconds East, a distance of 280.69 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point;

South 14 degrees, 14 minutes, 33 seconds East, a distance of 290.47 feet to a 1/2-inch iron rod with "RPLS #3694" cap found at an angle point from which a 5/8-inch iron rod found bears South 51 degrees, 58 minutes West, a distance of 0.7 feet;

South 09 degrees, 48 minutes, 00 seconds East, a distance of 310.50 feet to a wood right-of-way monument found at an angle point;

South 09 degrees, 10 minutes, 47 seconds West, a distance of 135.70 feet the POINT OF BEGINNING;

CONTAINING, 5,683,663 square feet or 130.4789 acres of land, more or less

LESS AND EXCEPT 23.866 ACRE TRACT

BEING a 23.866 acre tract of land situated in the Preston Kitchen Survey, Abstract 667 in Grayson County, Texas, being a part of a called 130.4789 acre tract of land described in deed to Sherman Crossroad, Ltd., recorded in Document No. 2011-23853 of the Official Records of Grayson County, Texas (O.R.G.C.T.), said 23.866 acre tract being more particularly described as follows;

BEGINNING at a found 1/2-inch iron rod for the southeast corner of a called 1.00 acre tract of land described in deed to Sherman Crossroads, LTD recorded in Volume 5054, Page 925, of Deed Record of Grayson County Texas, and west line of Crossroads Boulevard (60-foot right-of-way);

THENCE South 06 Degrees 13 Minutes 00 Seconds East, along the west line of said of Crossroads Boulevard, a distance of 310.22 feet to a found 1/2" iron rod for the beginning of a tangent curve to the left;

THENCE Southeasterly, along said tangent curve to the left having central angel of 01 Degrees 46 Minutes 21 Seconds, a radius 405.00 feet, an arc distance of 12.53 feet and a chord bearing and distance of South 06 Degrees 50 Minutes 18 Seconds East, 12.53 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

THENCE over and across said Sherman Crossroads tract, the following courses:

North 57 Degrees 12 Minutes 38 Seconds West, a distance of 34.13 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

South 77 degrees 47 Minutes 22 Seconds West, a distance of 206.21 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

South 73 Degrees 51 Minutes 16 Seconds West, a distance of 107.48 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

South 16 Degrees 08 Minutes 44 Seconds East, a distance of 241.48 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set for corner in the south line of said 130.4789 acre tract and the north line of West FM 1417 (variable width), from which a 1/2" iron rod found bears North 69 degrees 39 Minutes 35 Seconds East, a distance of 4.61 feet;

THENCE South 69 Degrees 39 Minutes 35 Seconds West, with the north line of West FM 1417 and the south line of said 130.4789 acre tract, a distance of 195.77 feet to a found 1/2" iron rod;

THENCE South 73 Degrees 56 Minutes 46 Seconds West, with the north line of West FM 1417 and the south line of said 130.4789 acre tract, a distance of 499.96 feet to a 1/2" iron rod found;

THENCE South 72 Degrees 47 Minutes 00 Seconds West, with the north line of West FM 1417 and the south line of said 130.4789 acre tract, a distance 158.99 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

THENCE over and across said Sherman Crossroads tract, the following courses:

North 62 Degrees 11 Minutes 22 Seconds West, a distance of 56.48 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

North 17 Degrees 13 Minutes 29 Seconds West, a distance of 103.87 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

North 19 Degrees 55 Minutes 50 Seconds West, a distance of 148.27 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

North 17 Degrees 13 Minutes 29 Seconds West, a distance of 115.75 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set at the beginning of a tangent curve to the right;

Northerly, along said tangent curve to the right having a central angle of 27 Degrees 59 Minutes 18 Seconds, a radius of 317.50 feet, an arc distance of 155.09 feet and a chord bearing and distance of North 03 Degrees 13 Minutes 50 Seconds West, 153.56 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

North 10 Degrees 45 Minutes 49 Seconds East, a distance 353.90 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set at the beginning of a tangent curve to the right;

Northerly, along said tangent curve to the right having a central angle of 63 Degrees 20 Minutes 56 Seconds, a radius of 350.00 feet, an arc distance of 386.98 feet and a chord bearing and distance of North 42 Degrees 26 Minutes 17 Seconds East, 367.56 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

North 74 Degrees 06 Minutes 45 Seconds East, a distance 202.56 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set at the beginning of a tangent curve to the right;

Southerly, along said tangent curve to the right having a central angle of 26 Degrees 28 Minutes 45 Seconds, a radius of 317.50 feet, an arc distance of 146.73 feet and a chord bearing and distance of North 87 Degrees 21 Minutes 07 Seconds East, 145.43 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

South 79 Degrees 24 Minutes 30 Seconds East, a distance 141.41 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set for corner at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 18 Degrees 54 Minutes 45 Seconds, a radius of 382.50 feet, an arc distance of 126.26 feet and a chord bearing and distance of South 88 Degrees 51 Minutes 53 Seconds East, 125.69 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" set;

South 06 Degrees 14 Minutes 47 Seconds East, at distance of 187.11 passing a 1/2" iron rod found at the northwest corner of the aforementioned 1.00 acre tract, and continuing along the west line of said 1.00 acre tract for a total distance of 355.11 feet to a 5/8" iron rod with plastic cap stamped "QUIDITY ENG. PROPERTY CORNER" found;

THENCE North 83 Degrees 47 Minutes 19 Seconds East, along the south line of said 1.00 acre tract, a distance of 265.81 feet to the POINT OF BEGINNING and containing 1,039,626 square feet or 23.866 acres of land more or less.

EXHIBIT "A" page five of five

[Remainder of Page Intentionally Left Blank]

EXHIBIT "A-1"
PARTIAL RELEASE TRACT

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas, and being a portion of a called 130.4789-acre tract of land described in a deed to Sherman Crossroads, Ltd., recorded in Volume 5054, Page 925, Official Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the easternmost southeast corner of Lot 2, Block 1, Sherman Junction, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Document No. 2025-150, said Official Records, common to an angle point in the westerly line of said 130.4789-acre tract;

THENCE North 45°57'47" West, along the common line of said Lot 2 and said 130.4789-acre tract, a distance of 493.45 feet to a 1/2-inch iron rod with plastic cap stamped "PEISER & MANKIN" found for corner;

THENCE North 14°32'04" West, continuing along said common line, a distance of 536.21 feet to the intersection of the westerly line of said 130.4789-acre tract and the westerly line of a 25' wide Sanitary Sewer Easement, recorded in Document No. 2024-30663; said Official Records, same being the POINT OF BEGINNING of the herein described tract of land;

THENCE North 14°32'04" West, continuing along said common line, a distance of 238.35 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE departing said common line and crossing said 130.4789-acre tract the following courses and distances:

North 75°27'56" East, a distance of 322.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 150.00 feet, a central angle of 80°11'19", and a chord bearing and distance of South 66°20'08" East, 193.21 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 209.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 26°14'29" East, a distance of 423.43 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 250.04 feet, a central angle of 85°34'09", and a chord bearing and distance of South 17°27'51" West, 339.67 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 373.42 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 04°40'21" East, a distance of 23.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 28°17'22" West, a distance of 157.56 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 36°29'45" East, a distance of 108.89 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 45°58'52" East, a distance of 73.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 415.00 feet, a central angle of 12°50'47", and a chord bearing and distance of South 38°52'23" West, 92.85 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 93.05 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner on the westerly line of the aforementioned Sanitary Sewer Easement;

North 45°57'47" West, along said westerly line, a distance of 506.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 14°32'04" West, continuing along said westerly line, a distance of 459.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 25°47'04" West, continuing along said westerly line, a distance of 51.31 feet to the POINT OF BEGINNING and containing 464,825 square feet or 10.671 acres of land, more or less.

DFW LAW OFFICE, PLLC
3838 Oak Lawn Ave., Suite 800
Dallas, TX 75219
214-521-1122 awilson@dfwlawoffice.org

Mr. Loren Siems 903-892-7029
City of Sherman via Fed Exp
317 S. Travis St. lorens@cityofsherman.com
Sherman, TX 75090

Re: Sherman Crossroads to City of Sherman

Loren:

Enclosed are the ORIGINALS of the Gift Deed and the Memorandum of Agreement, both executed by Mr. Harkinson, and acknowledged where appropriate.

Please acknowledge receipt of the Federal Express.

Thanks so much for your help.



Addison Wilson III

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

GIFT 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: _____, 20__

Grantor: SHERMAN CROSSROADS, LTD. a Texas limited partnership

Grantor's Mailing Address: 4560 Belt Line Road, Suite 400, Addison, Texas 75001

Grantee: CITY OF SHERMAN, TEXAS, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: Grantor's appreciation for the City of Sherman, being good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

10.671 acres of land, situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit A, 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.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances: These exceptions to conveyance and warranty more particularly set forth on Exhibit "B" attached hereto.

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.

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.

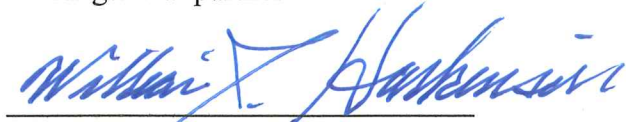
[Signature pages follow.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 20__.

GRANTOR:

SHERMAN CROSSROADS, LTD.
a Texas limited partnership

By: SHERMAN CROSSROADS GP, LLC
a Texas limited liability company
its general partner



William J. Harkinson, Manager

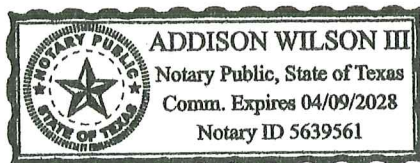
STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **WILLIAM J. HARKINSON**, known to me to be one of the persons whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the manager and duly authorized representative of **SHERMAN CROSSROADS GP, LCC**. Texas limited liability company as general partner of **SHERMAN CROSSROADS, LTD.** a Texas limited partnership, 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 said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 24th day of December, 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 _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

ATTEST:

BY: _____
Teri Fine, City Clerk

APPROVED AS TO FORM AND
CONTENT:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____

Name: _____
City Attorney

EXHIBIT "A"

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas, and being a portion of a called 130.4789-acre tract of land described in a deed to Sherman Crossroads, Ltd., recorded in Volume 5054, Page 925, Official Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the easternmost southeast corner of Lot 2, Block 1, Sherman Junction, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Document No. 2025-150, said Official Records, common to an angle point in the westerly line of said 130.4789-acre tract;

THENCE North $45^{\circ}57'47''$ West, along the common line of said Lot 2 and said 130.4789-acre tract, a distance of 493.45 feet to a 1/2-inch iron rod with plastic cap stamped "PEISER & MANKIN" found for corner;

THENCE North $14^{\circ}32'04''$ West, continuing along said common line, a distance of 536.21 feet to the intersection of the westerly line of said 130.4789-acre tract and the westerly line of a 25' wide Sanitary Sewer Easement, recorded in Document No. 2024-30663, said Official Records, same being the POINT OF BEGINNING of the herein described tract of land;

THENCE North $14^{\circ}32'04''$ West, continuing along said common line, a distance of 238.35 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE departing said common line and crossing said 130.4789-acre tract the following courses and distances:

North $75^{\circ}27'56''$ East, a distance of 322.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 150.00 feet, a central angle of $80^{\circ}11'19''$, and a chord bearing and distance of South $66^{\circ}20'08''$ East, 193.21 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 209.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South $26^{\circ}14'29''$ East, a distance of 423.43 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 250.04 feet, a central angle of $85^{\circ}34'09''$, and a chord bearing and distance of South $17^{\circ}27'51''$ West, 339.67 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 373.42 feet

to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South $04^{\circ}40'21''$ East, a distance of 23.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South $28^{\circ}17'22''$ West, a distance of 157.56 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South $36^{\circ}29'45''$ East, a distance of 108.89 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South $45^{\circ}58'52''$ East, a distance of 73.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 415.00 feet, a central angle of $12^{\circ}50'47''$, and a chord bearing and distance of South $38^{\circ}52'23''$ West, 92.85 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 93.05 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner on the westerly line of the aforementioned Sanitary Sewer Easement;

North $45^{\circ}57'47''$ West, along said westerly line, a distance of 506.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North $14^{\circ}32'04''$ West, continuing along said westerly line, a distance of 459.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North $25^{\circ}47'04''$ West, continuing along said westerly line, a distance of 51.31 feet to the POINT OF BEGINNING and containing 464,825 square feet or 10.671 acres of land, more or less.

EXHIBIT "B"

1. The following restrictive covenants of record in Grayson County Clerk's File No(s). 201500016479, 201900001283, 201900004542, 202000001069, 202300027443, 202500005547 and 202500015263, Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of Grayson County, Texas.
3. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of Grayson County, Texas.
4. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Sherman

Purpose: As provided in said document

Recording Date: October 11, 1957

Recording No: Volume 862, Page 12, Real Property Records, Grayson County, Texas

Noted on survey dated December 22, 2025, by Kimley Horn, prepared by John Hoefner, Registered Professional Land Surveyor Number 7096, Job No. 063493020

5. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company

Purpose: As provided in said document

Recording Date: July 25, 1962

Recording No: Volume 959, Page 509, Real Property Records, Grayson County, Texas

Noted on survey dated December 22, 2025, by Kimley Horn, prepared by John Hoefner, Registered Professional Land Surveyor Number 7096, Job No. 063493020

6. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: First State Bank

Purpose: As provided in said document

Recording Date: December 14, 2011

Recording No: Volume 5058, Page 271, Real Property Records, Grayson County, Texas

Noted on survey dated December 22, 2025, by Kimley Horn, prepared by John Hoefner, Registered Professional Land Surveyor Number 7096, Job No. 063493020

7. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: First State Bank

Purpose: As provided in said document

Recording Date: December 29, 2011

Recording No: Volume 5064, Page 225, Real Property Records, Grayson County, Texas

Noted on survey dated December 22, 2025, by Kimley Horn, prepared by John Hoefner, Registered Professional Land Surveyor Number 7096, Job No. 063493020

8. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Heritage Development Partners, LLC

Purpose: As provided in said document

Recording Date: August 24, 2015

Recording No: Grayson County Clerk's File No. 201500016482

As affected by First Amendment to Easement Agreement for Reciprocal Access and Partial Release recorded under Grayson County Clerk's File No. 202500015262.

Noted on survey dated December 22, 2025, by Kimley Horn, prepared by John Hoefner, Registered Professional Land Surveyor Number 7096, Job No. 063493020

9. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Sherman, Texas

Purpose: As provided in said document

Recording Date: November 7, 2024

Recording No: Grayson County Clerk's File No. 202400030663

Noted and shown on survey dated December 22, 2025, by Kimley Horn, prepared by John Hoefner, Registered Professional Land Surveyor Number 7096, Job No. 063493020

10. Matters contained in that certain document

Entitled: Development Agreement Between Sherman Crossroads, Ltd.
and the City of
Sherman, Texas

Dated: June 9, 2025

Executed by: City of Sherman, Texas

Recording Date: June 9, 2025

Recording No: Grayson County Clerk's File No. 202500014648

Which provides for, among other things: Terms and conditions
contained therein.

Reference is hereby made to said document for full particulars.

Noted on survey dated December 22, 2025, by Kimley Horn, prepared
by John Hoefner, Registered Professional Land Surveyor Number 7096,
Job No. 063493020

11. Matters contained in that certain document

Entitled: Special Warranty Deed with Vendor's Lien

Dated: November 29, 2011

Executed by: First State Bank

Recording Date: December 6, 2011

Recording No: Volume 5054, Page 925, Real Property Records,
Grayson County, Texas

Which provides for, among other things: Terms and Conditions of
Blalock Industrial Park as shown in Ordinance No. 2252, adopted
December 17, 1962, as disclosed therein.

Reference is hereby made to said document for full particulars.

Noted on survey dated December 22, 2025, by Kimley Horn, prepared
by John Hoefner, Registered Professional Land Surveyor Number 7096,
Job No. 063493020

12. Assessments, charges and liens as set forth in the document

Entitled: Declaration of Protective Covenants, Conditions, and Restrictions and Reciprocal Easement Agreement

Recording Date: January 18, 2019

Recording No: Grayson County Clerk's File No. 201900001283

As affected by First Amendment to Declaration of Protective Covenants, Conditions and Restrictions and Reciprocal Easement Agreement recorded under Grayson County Clerk's File No. 202000001069.

As affected by Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions and Reciprocal Easement Agreement recorded under Grayson County Clerk's File No. 202500015263.

Liens and charges as set forth in the above mentioned declaration,
Payable to: Sherman Crossroads Owners Association

Noted on survey dated December 22, 2025, by Kimley Horn, prepared by John Hoefner, Registered Professional Land Surveyor Number 7096, Job No. 063493020

13. Matters contained in that certain document

Entitled: Declaration of Protective Covenants, Conditions and Restrictions and Reciprocal Easement Agreement

Dated: October 24, 2018

Executed by: Sherman Crossroads, Ltd., et al

Recording Date: January 18, 2019

Recording No: Grayson County Clerk's File No. 201900001283

Which provides for, among other things: Easements as set forth and defined therein.

Reference is hereby made to said document for full particulars.

As affected by First Amendment to Declaration of Protective Covenants, Conditions and Restrictions and Reciprocal Easement Agreement recorded under Grayson County Clerk's File No. 202000001069.

As affected by Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions and Reciprocal Easement Agreement recorded under Grayson County Clerk's File No. 202500015263.

Noted on survey dated December 22, 2025, by Kimley Horn, prepared by John Hoefner, Registered Professional Land Surveyor Number 7096, Job No. 063493020

Memorandum of Agreement

The City of Sherman ("CITY") and **SHERMAN CROSSROADS, LTD.** (collectively the "Owner") have reached a mutual agreement pertaining to CITY's request for donation of land for purpose of detention pond and drainage over and across Owner's property as described in the attached documents (the "Property"), in association with CITY's **Sherman Crossroads project**.

The general terms of the AGREEMENT are as follows:

- The Owner shall donate the Property to CITY consisting of more or less 10.671 acres (464,825 sq. ft) of land more specifically described in Exhibit "A" of said dedication document.
- The Owner agrees to execute CITY's donation documents.
- CITY shall accept the donation within a reasonable time period upon (i) the complete execution of the AGREEMENT, (ii) the execution of a deed signed by all parties, and (iii) the effectuation of any subordinations or releases as required.
- The Owner shall assist with any support CITY may require in the engagement of lien holders to secure whatever subordinations or releases that CITY deems necessary to complete the donation of the Property free and clear of liens.

AGREED AND ACCEPTED:

"OWNER"

SHERMAN CROSSROADS, LTD.

By: **Sherman Crossroads GP, LLC**

By: _____

Name: _____

William J. Harkinson, Manager

Date: _____, 2025

"CITY OF SHERMAN"

By: _____

Name: _____

Date: _____, 2025

BEING a tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas, and being a portion of a called 130.4789-acre tract of land described in a deed to Sherman Crossroads, Ltd., recorded in Volume 5054, Page 925, Official Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the easternmost southeast corner of Lot 2, Block 1, Sherman Junction, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Document No. 2025-150, said Official Records, common to an angle point in the westerly line of said 130.4789-acre tract;

THENCE North 45°57'47" West, along the common line of said Lot 2 and said 130.4789-acre tract, a distance of 493.45 feet to a 1/2-inch iron rod with plastic cap stamped "PEISER & MANKIN" found for corner;

THENCE North 14°32'04" West, continuing along said common line, a distance of 536.21 feet to the intersection of the westerly line of said 130.4789-acre tract and the westerly line of a 25' wide Sanitary Sewer Easement, recorded in Document No. 2024-30663, said Official Records, same being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 14°32'04" West, continuing along said common line, a distance of 238.35 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE departing said common line and crossing said 130.4789-acre tract the following courses and distances:

North 75°27'56" East, a distance of 322.75 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 150.00 feet, a central angle of 80°11'19", and a chord bearing and distance of South 66°20'08" East, 193.21 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 209.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 26°14'29" East, a distance of 423.43 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 250.04 feet, a central angle of 85°34'09", and a chord bearing and distance of South 17°27'51" West, 339.67 feet;

In a southerly direction, with said non-tangent curve to the right, an arc distance of 373.42 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 04°40'21" East, a distance of 23.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

EXHIBIT A

10.671 ACRES

PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOHN HOEFNER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7096
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
john.hoefner@kimley-horn.com

Kimley»Horn					
6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193622 Tel. No. (972) 335-3580 Fax No. (972) 335-3778					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	Dec. 2025	063493020	1 OF 4

HOEFNER, JOHN 12/16/2025 1:39 PM K:\FRI_SURVEY\063493020-SHERMAN CROSSROADS - SHERMAN\DWG\BACKYARD\SEPARATE INSTRUMENTS\063493020-COS TRACT_1.DWG

South 28°17'22" West, a distance of 157.56 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 36°29'45" East, a distance of 108.89 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 45°58'52" East, a distance of 73.47 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 415.00 feet, a central angle of 12°50'47", and a chord bearing and distance of South 38°52'23" West, 92.85 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 93.05 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner on the westerly line of the aforementioned Sanitary Sewer Easement;

North 45°57'47" West, along said westerly line, a distance of 506.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 14°32'04" West, continuing along said westerly line, a distance of 459.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 25°47'04" West, continuing along said westerly line, a distance of 51.31 feet to the **POINT OF BEGINNING** and containing 464,825 square feet or 10.671 acres of land, more or less.



JOHN HOEFNER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 7096
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
john.hoefner@kimley-horn.com



EXHIBIT A

10.671 ACRES

PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	Dec. 2025	063493020	2 OF 4

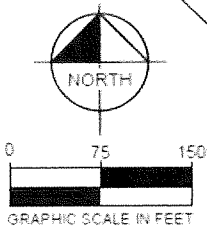
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MATCHLINE - SHEET No. 4

NOTES

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983.

LOT 2, BLOCK 1
SHERMAN JUNCTION
DOC. 2025-150
P.R.G.C.T.



LOT 1, BLOCK 1
SHERMAN JUNCTION
DOC. 2025-150
P.R.G.C.T.

PRESTON KITCHEN SURVEY
ABSTRACT No. 667
ELIZABETH JONES SURVEY
ABSTRACT No. 625

P.O.C.
1/2" IRF

RIGHT-OF-WAY DEDICATION
DOC. NO. 2025-150, P.R.G.C.T.

ASTON DRIVE

ASTON DRIVE

CALLED 23.866 ACRES
H-E-B, LP
DOC. 2025-15264
O.R.G.C.T.

REMAINDER
CALLED 130.4789 ACRES
SHERMAN CROSSROADS, LTD.
VOL. 5054, PG. 925
O.R.G.C.T.

10.671 ACRES
464,825 SQ. FT.

25' SANITARY SEWER EASEMENT
DOC. NO. 2024-30663 O.R.G.C.T.
N45°57'47"W 506.08'
N45°57'47"W 493.45'

S28°17'22"W 157.56'
S4°40'21"E 23.47'
S36°29'45"E 108.89'
S45°58'52"E 73.47'

Δ=12°50'47"
R=415.00'
L=93.05'
CB=S38°52'23"W
C=92.85'

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
D.R.G.C.T. = DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS

EXHIBIT A

10.671 ACRES
PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

JOHN HOEFNER
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	JMH	KHA	Dec. 2025	063493020	3 OF 4

HOEFNER, JOHN 12/16/2025 1:39 PM K:\FRI_SURVEY\063493020-SHERMAN CROSSROADS - SHERMAN\DWG\BACKYARD\SEPARATE INSTRUMENTS\063493020-COS TRACT_1.DWG

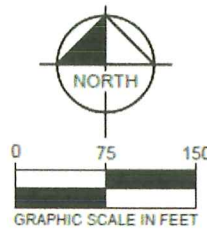
NOTES

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983.

REMAINDER
CALLED 130.4789 ACRES
SHERMAN CROSSROADS, LTD.
VOLUME 5054, PAGE 925
O.R.G.C.T.

CROSSROADS
BOULEVARD
(80' PUBLIC ROW)
DOC. 2019-33, P.R.G.C.T.

PRESTON KITCHEN SURVEY
ABSTRACT No. 667



LOT 2, BLOCK 1
SHERMAN JUNCTION
DOC. 2025-150
P.R.G.C.T.

ELIZABETH JONES SURVEY
ABSTRACT No. 625

10.671 ACRES
464,825 SQ. FT.

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
D.R.G.C.T. = DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS

MATCHLINE - SHEET No. 3

EXHIBIT A

10.671 ACRES
PRESTON KITCHEN SURVEY, A-667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS



John Hoefner
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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HOEFNER, JOHN 12/16/2025 1:39 PM K:\FRI_SURVEY\063493020-SHERMAN CROSSROADS - SHERMAN\DWG\BACKYARD\SEPARATE INSTRUMENTS\063493020-COS TRACT_1.DWG



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 1/5/2026

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, City Manager

Caption:

*** Resolution No. 7611**

Authorizing The City Manager Or His Designee To Execute A Purchase And Sale Agreement With Aria Esmaili And 3 Nat LLC For The Purpose Of Purchasing 2 Lots In Sherman, Texas For The Future Site Of The Fleet Service Center.

Issue:

Authorizing the purchase of real property from Aria Esmaili and 3 Nat LLC for the future site of the Fleet Service Center.

Background:

The City of Sherman has Identified this area as the future site for the Fleet Service Center. Purchasing this property will start the process of having a new, larger location for the Fleet Service Center

Capital Improvement Program:

Origination:

City of Sherman

Financial Consideration:

Funding required for the purchase of these parcels is \$100,000.00 and will be provided by CO's.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to authorize the purchase of the subject property.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7611
2. Purchase and Sale Agreement-Esmaili-signed
3. Esmaili location map

RESOLUTION NO. 7611

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 WITH ARIA ESMAILI AND 3 NAT LLC FOR THE PURCHASE OF TWO LOTS: LOTS 9 AND 10, BLOCK A, IN THE GEORGE W. BONDS 3RD ADDITION OR RICHLAND ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS; 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 be and 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 from ARIA ESMAILI AND 3 NAT LLC, located at Lot 9 and 10, Block A in the George W. Bonds 3rd Addition or Richland Addition, Sherman, Grayson County, Texas, being more particularly described in the attached Exhibit "A-1" 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 5th day of January 2026.

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-1”

Lots 9 and 10, Block A. George W. Bonds Third Addition or Richland Addition, an addition to the City of Sherman, Grayson County, Texas.

PURCHASE AND SALE AGREEMENT

Lots 9 and 10, Block A, George W. Bonds Third or Richland Addition, an addition to City of Sherman, Grayson County, Texas.

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 **ARIA ESMAILI AND 3 NAT LLC**, a Texas limited liability company (collectively, “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 received by the Title Company, as shown on the Title Company Acceptance Page.

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 ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00).

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
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: Aria Esmaili and 3 Nat LLC
 Attn: Sonya Rafie
 7120 Bremerton Court
 Dallas, TX 75252
 Telephone: 972-948-9200
 Email: sonya@sonyarealty.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 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 Aria Esmaili and Sonya Esmaili 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 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.

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. 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.

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. 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 devisees 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

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 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

EXECUTED on the dates stated below, but to be EFFECTIVE on the Effective Date defined herein.

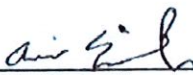
Date: _____

PURCHASER:
CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Zachary Flores, City Manager

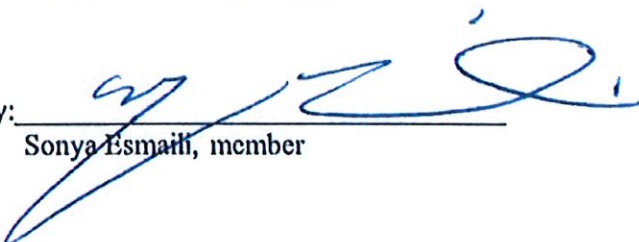
SELLER:
ARIA ESMAILI

Date: 12/22/25

By: 
Aria Esmaili

SELLER:
3 NAT LLC,
a Texas limited liability company

Date: 12/22/2025

By: 
Sonya Esmaili, member

TITLE COMPANY ACCEPTANCE

The Title Company acknowledges receipt of the executed Agreement and Earnest Money on _____, 2026, 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: _____

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: ARIA ESMAILI and 3 NAT 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.

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.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2025.

GRANTOR:
ARIA ESMAILI

By: _____

3 NAT LLC,
a Texas limited liability company

By: _____
Sonya Esmaili- member

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **ARIA ESMAILI**, known to me to be one of the persons whose names are subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2026.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **SONYA ESMAILI**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that she is a member and duly authorized representative of **NAT 3 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 _____, 2026.

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 _____, 2026.

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

Lots 9 and 10, Block A, George W. Bonds Third or Richland Addition, an Addition to the City of Sherman, Grayson County, Texas, according to the map or plat thereof recorded in Volume 35, Page 506 of the Deed Records, Grayson County, Texas

EXHIBIT 2
The Permitted Exceptions





City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 1/5/2026

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, City Manager

Caption:

***Resolution No. 7612**

Authorizing the Execution of an Encroachment Agreement with Grow Sherman Realty, LLC for the Encroachment of an Existing One-Story Structure within the to-be-platted 10' Utility Easement along Texoma Drive in the proposed Grow Sherman Realty Addition

Issue:

To consider executing an encroachment agreement relating to a to-be-platted 10' Utility Easement along Texoma Drive in the proposed Grow Sherman Realty Addition, City of Sherman, Grayson County, Texas

Background:

The preliminary plat for Grow Sherman Realty Addition was reviewed and Conditionally Approved by City Staff on November 18, 2025. Upon review of the preliminary plat, it was discovered that the existing one-story building extends to 2.3-feet from the property line, which will then encroach into the proposed 10' Utility Easement, which will be dedicated as a part of filing the Grow Sherman Realty Addition final plat. The encroachment agreement is a requirement to proceed with submitting the final plat to the Planning & Zoning Commission for approval and ultimately filing the plat with the Plat Records of Grayson County, Texas.

Capital Improvement Program:

N/A

Origination:

Grow Sherman Realty, LLC, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment, and upon receiving approval from franchise utilities, it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7612

2. .Partially Signed Enc Agmt
3. .Request Letter
4. .Preliminary Plat-Grow Sherman Realty Addn
5. .Location Map

RESOLUTION NO. 7612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO GROW SHERMAN REALTY, LLC FOR THE ENCROACHMENT OF AN EXISTING ONE-STORY STRUCTURE WITHIN THE TO-BE-PLATTED 10' UTILITY EASEMENT ALONG TEXOMA DRIVE IN THE PROPOSED GROW SHERMAN REALTY ADDITION, IN THE 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 be and 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 an encroachment agreement for the encroachment for an existing one-story structure within the to-be-platted 10' Utility Easement along Texoma Drive in the proposed Grow Sherman Realty Addition, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein 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, TX on this the 5th day of January 2026.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

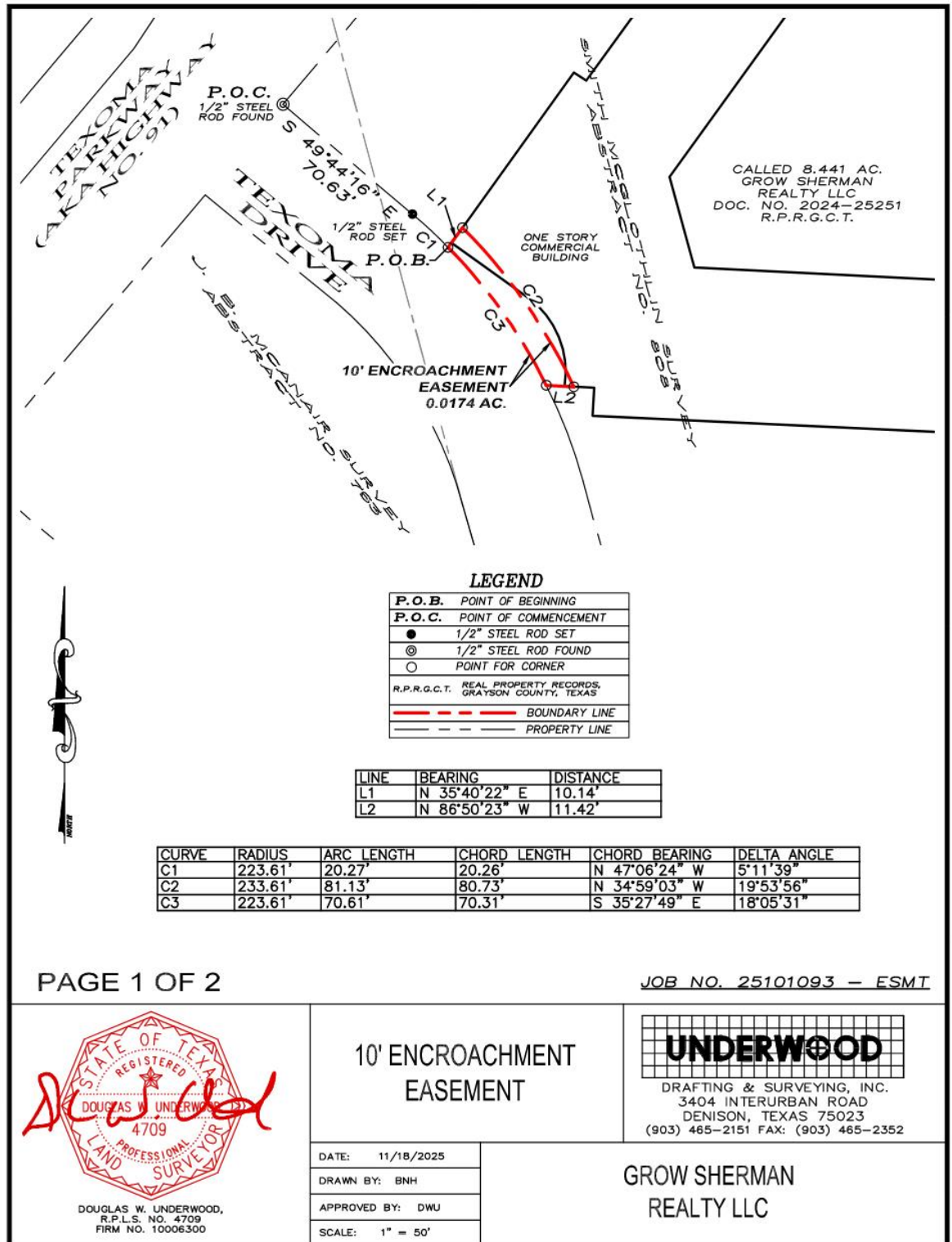
ATTEST:

**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**

EXHIBIT "A"



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Smith McGlothlin Survey, Abstract No. 808, and being a part of a called 8.441 acre tract of land described in the deed to Grow Sherman Realty LLC, recorded in Document No. 2024-25251, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Commencing at a 1/2" steel rod found for the western-most northwest corner of said 8.441 acre tract, and at the intersection of the southeasterly right-of-way line of Texoma Parkway (AKA Highway No. 91) and on the northeasterly right-of-way line of Texoma Drive;

Thence South 49°44'16" East, with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, a distance of 70.63 feet to a set 1/2" steel rod;

Thence continuing with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, and with a curve to the right having a radius of 223.61 feet, (chord bears South 47°06'24" East, 20.26 feet) an arc length of 20.27 feet to the True Point-of-Beginning;

Thence crossing said 8.441 acre tract, the following 3 courses:

1. North 35°40'22" East, a distance of 10.14 feet to a point;
2. With a curve to the right having a radius of 233.61 feet, (chord bears South 34°59'03" East, 80.73 feet) an arc length of 81.13 feet to a point;
3. North 86°50'23" West, a distance of 11.42 feet to a point, and on the southwesterly line of said 8.441 acre tract, and on the northeasterly right-of-way line of aforesaid Texoma Drive;

Thence with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, and with a curve to the left having a radius of 223.61 feet, (chord bears North 35°27'49" West, 70.31 feet) an arc length of 70.61 feet to the Point of Beginning and containing 0.0174 acres of land, more or less.

PAGE 2 OF 2

JOB NO. 25101093 — ESMT



DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

10' ENCROACHMENT EASEMENT

DATE: 11/18/2025

DRAWN BY: BNH

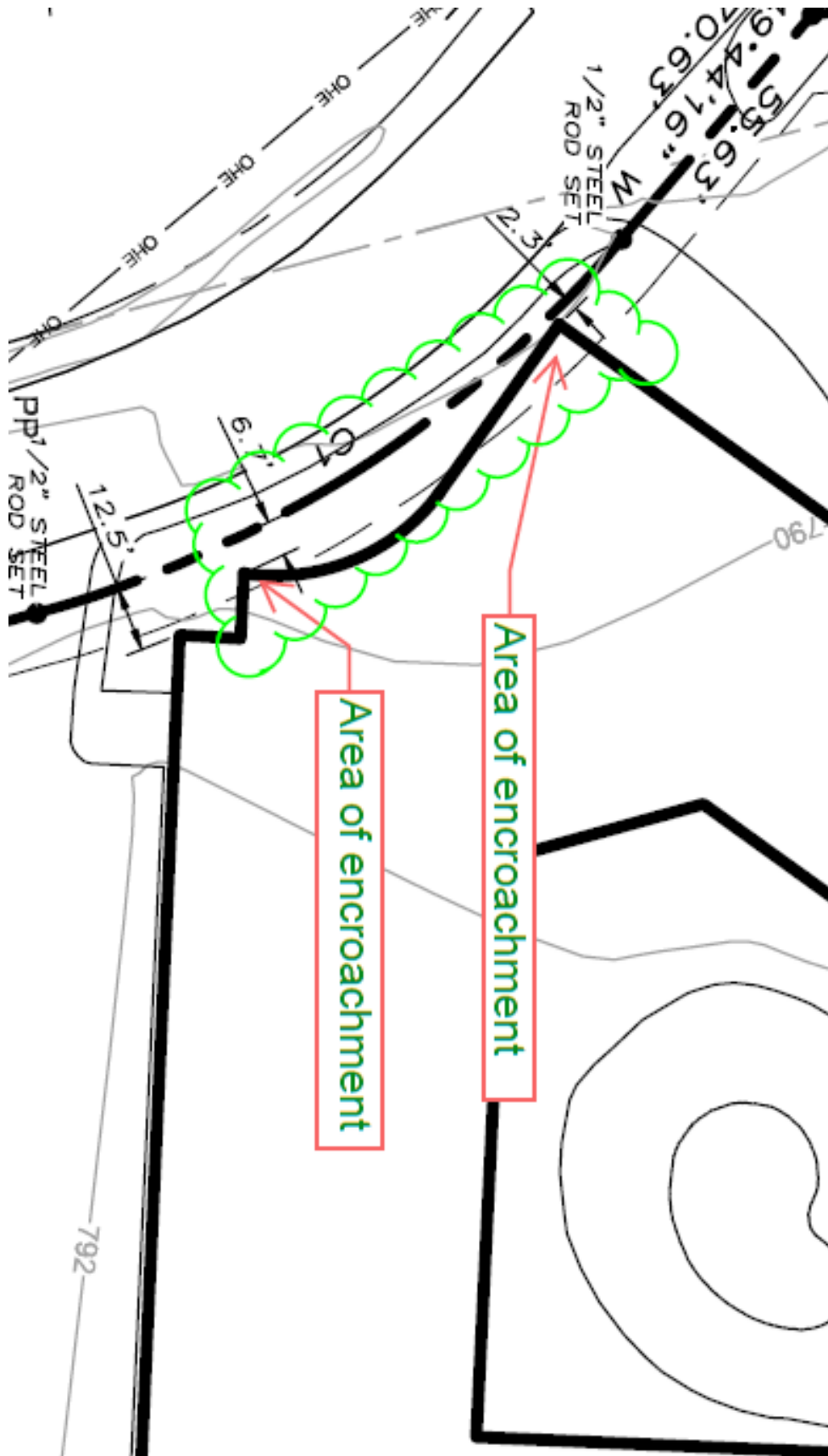
APPROVED BY: DWU

SCALE: 1" = 50'



DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

GROW SHERMAN
REALTY LLC



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

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and GROW SHERMAN REALTY, LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Grow Sherman Realty Addition ("Plat"), Conditionally Approved by Preliminary Plat Conditional Approval Letter revised November 18, 2025, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a plat-required 10-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain a one-story structure ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 7.7-feet into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby 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 and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to

Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the

Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION.** **LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES**

FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
9. **Default/Remedies.** If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.
10. **Miscellaneous Provisions.**
- a. **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 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 City, addressed to it at:
City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com
- with a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman

1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
Grow Sherman Realty, LLC
Attention: Niles Golia, property owner
956 Pelican Drive
Allen, TX 75013
Telephone: (469)733-8865
Email: nilyo28@gmail.com

- b. 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.
- c. 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.
- d. 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 signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. 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 its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. 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.
- g. 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.

- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating 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.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. 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.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City 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.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

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 system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____

Dr. Zachary Flores, City Manager

Date: _____

LICENSEE:

GROW SHERMAN REALTY, LLC

By: _____

Nilesh Golakia, property owner

Date: DEC. 1-2025

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be the person whose name is 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 Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

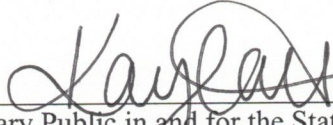
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Niles Golakia known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 2025



Notary Public in and for the State of Texas
My Commission Expires: Sept. 9, 2029

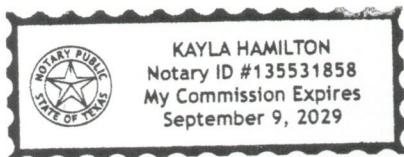
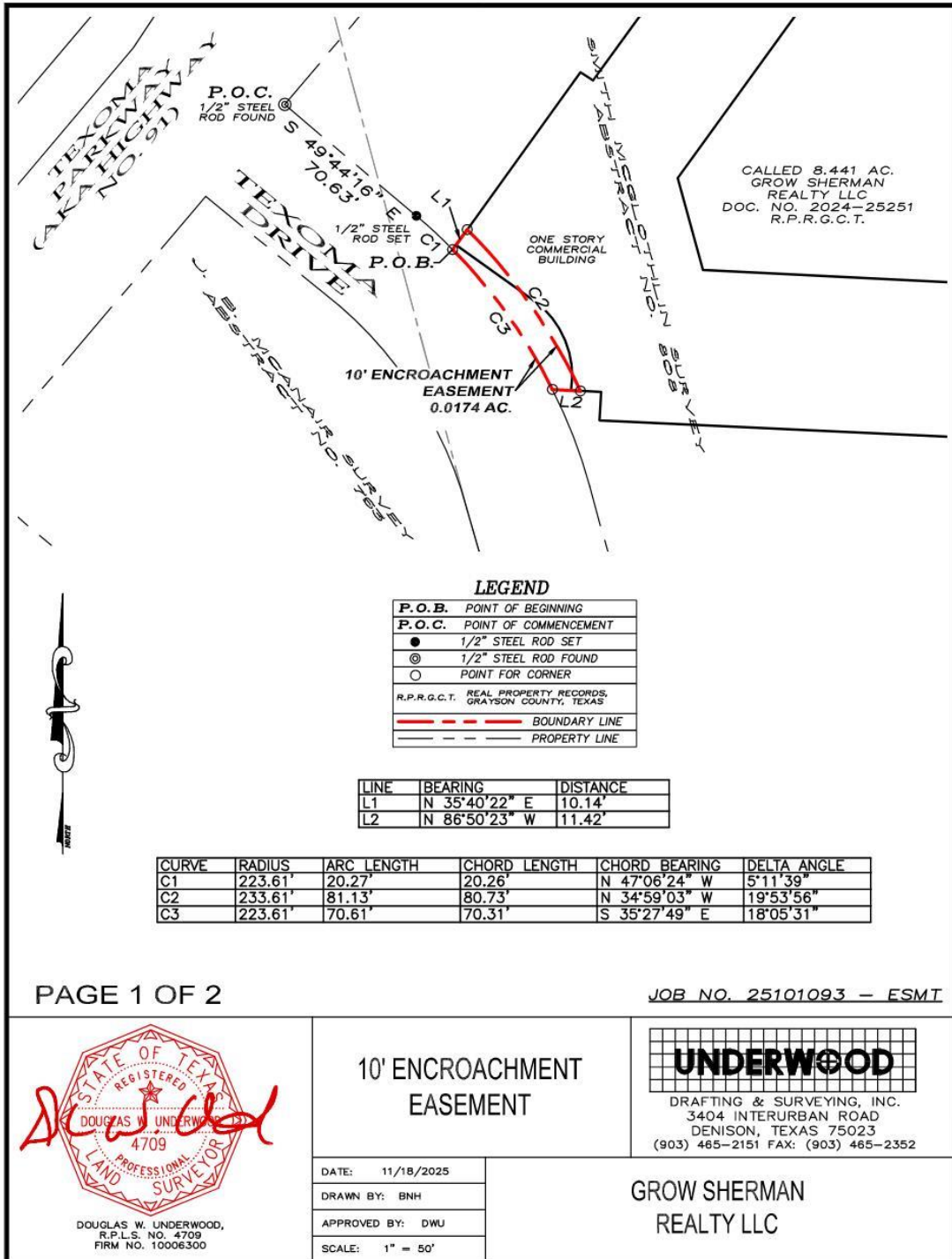


EXHIBIT A



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Smith McGlothlin Survey, Abstract No. 808, and being a part of a called 8.441 acre tract of land described in the deed to Grow Sherman Realty LLC, recorded in Document No. 2024-25251, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Commencing at a 1/2" steel rod found for the western-most northwest corner of said 8.441 acre tract, and at the intersection of the southeasterly right-of-way line of Texoma Parkway (AKA Highway No. 91) and on the northeasterly right-of-way line of Texoma Drive;

Thence South 49°44'16" East, with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, a distance of 70.63 feet to a set 1/2" steel rod;

Thence continuing with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, and with a curve to the right having a radius of 223.61 feet, (chord bears South 47°06'24" East, 20.26 feet) an arc length of 20.27 feet to the True Point-of-Beginning;

Thence crossing said 8.441 acre tract, the following 3 courses:

1. North 35°40'22" East, a distance of 10.14 feet to a point;
2. With a curve to the right having a radius of 233.61 feet, (chord bears South 34°59'03" East, 80.73 feet) an arc length of 81.13 feet to a point;
3. North 86°50'23" West, a distance of 11.42 feet to a point, and on the southwesterly line of said 8.441 acre tract, and on the northeasterly right-of-way line of aforesaid Texoma Drive;

Thence with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, and with a curve to the left having a radius of 223.61 feet, (chord bears North 35°27'49" West, 70.31 feet) an arc length of 70.61 feet to the Point of Beginning and containing 0.0174 acres of land, more or less.

PAGE 2 OF 2

JOB NO. 25101093 - ESMT



DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

10' ENCROACHMENT EASEMENT

DATE: 11/18/2025

DRAWN BY: BNH

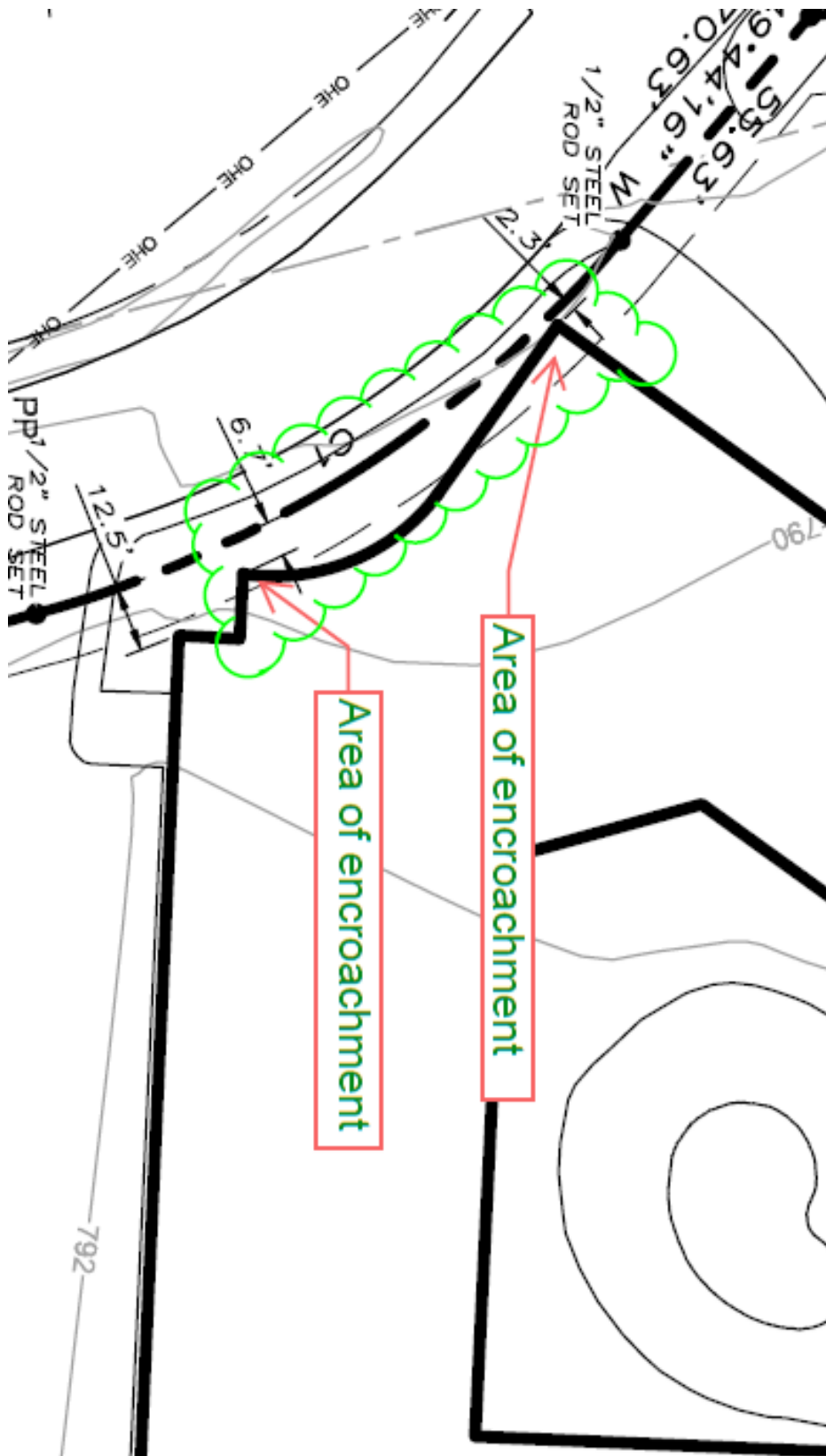
APPROVED BY: DWU

SCALE: 1" = 50'



DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

GROW SHERMAN
REALTY LLC



Date: Nov 24, 2025

From:

Grow Sherman Realty LLC,

Subj : Request Letter Encroachment into to-be-platted Easement

Property Address: 2105 Texoma Pkwy Sherman TX 75090

Property ID-Number : PID 157220

Property Owner Information : Grow Sherman Realty LLC, 956
Pelican Dr., Allen, TX 75013

Reason for Encroachment request : The existing building
encroaches into the newly created 10' Utility Easement created by
the plat, Grow Sherman Realty Addition

Maximum (footage) amount of encroachment into easement:

759 square feet

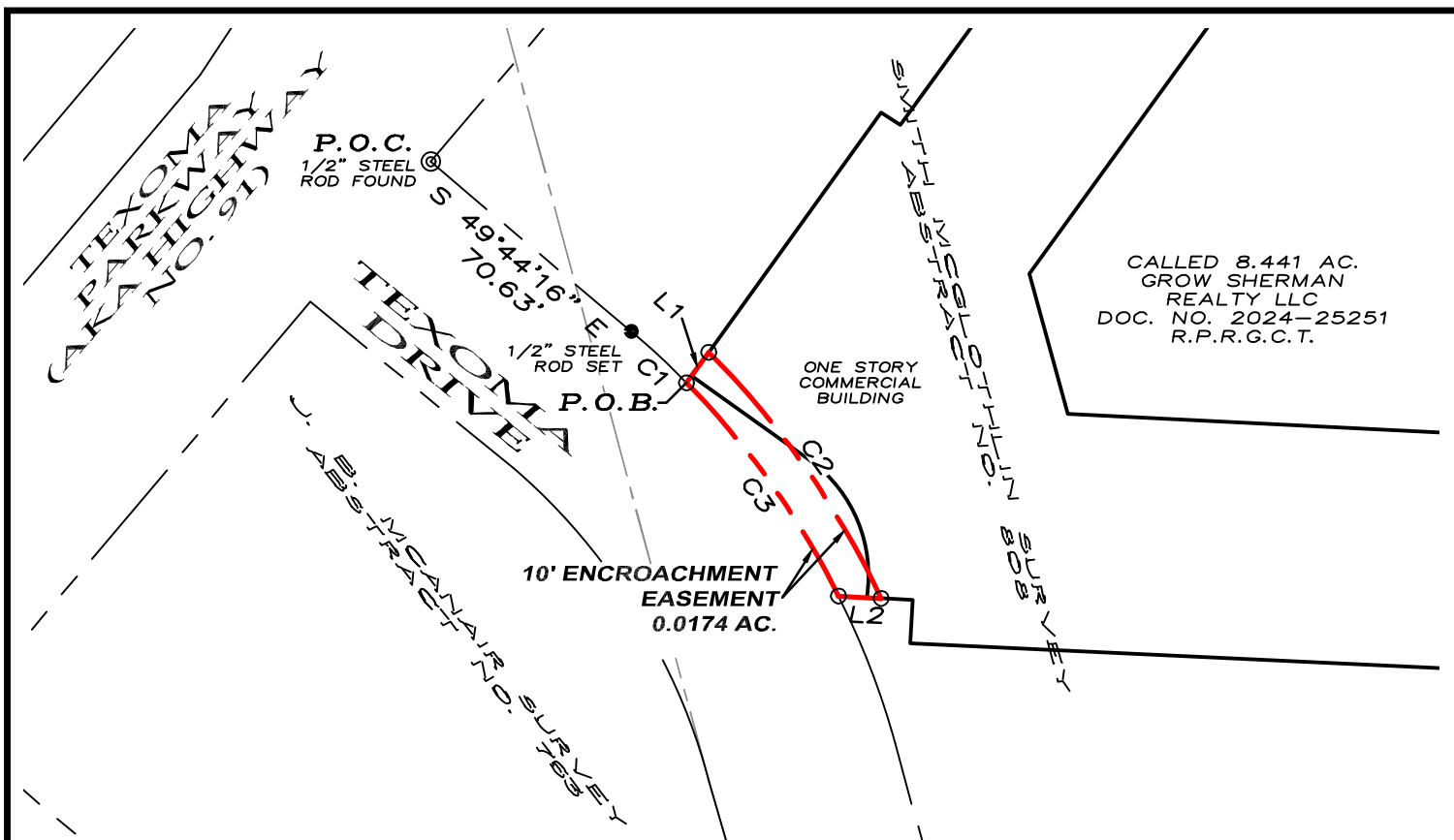
Signor's information : Nilesh Golakia & Ashwin Gabani
(both are company owner's)

Signature of authorized signer for property as well as signing
capacity of said signor :

Nilesh Golakia



11-24-2025



CALLED 8.441 AC.
 GROW SHERMAN
 REALTY LLC
 DOC. NO. 2024-25251
 R.P.R.G.C.T.

LEGEND

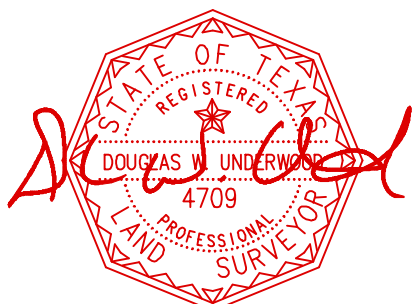
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
●	1/2" STEEL ROD SET
⊙	1/2" STEEL ROD FOUND
○	POINT FOR CORNER
R.P.R.G.C.T. REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS	
---	BOUNDARY LINE
---	PROPERTY LINE

LINE	BEARING	DISTANCE
L1	N 35°40'22" E	10.14'
L2	N 86°50'23" W	11.42'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	223.61'	20.27'	20.26'	N 47°06'24" W	5°11'39"
C2	233.61'	81.13'	80.73'	N 34°59'03" W	19°53'56"
C3	223.61'	70.61'	70.31'	S 35°27'49" E	18°05'31"

PAGE 1 OF 2

JOB NO. 25101093 — ESMT



DOUGLAS W. UNDERWOOD,
 R.P.L.S. NO. 4709
 FIRM NO. 10006300

10' ENCROACHMENT EASEMENT

DATE: 11/18/2025

DRAWN BY: BNH

APPROVED BY: DWU

SCALE: 1" = 50'



DRAFTING & SURVEYING, INC.
 3404 INTERURBAN ROAD
 DENISON, TEXAS 75023
 (903) 465-2151 FAX: (903) 465-2352

GROW SHERMAN
 REALTY LLC

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Smith McGlothlin Survey, Abstract No. 808, and being a part of a called 8.441 acre tract of land described in the deed to Grow Sherman Realty LLC, recorded in Document No. 2024-25251, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Commencing at a 1/2" steel rod found for the western-most northwest corner of said 8.441 acre tract, and at the intersection of the southeasterly right-of-way line of Texoma Parkway (AKA Highway No. 91) and on the northeasterly right-of-way line of Texoma Drive;

Thence South 49°44'16" East, with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, a distance of 70.63 feet to a set 1/2" steel rod;

Thence continuing with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, and with a curve to the right having a radius of 223.61 feet, (chord bears South 47°06'24" East, 20.26 feet) an arc length of 20.27 feet to the True Point-of-Beginning;

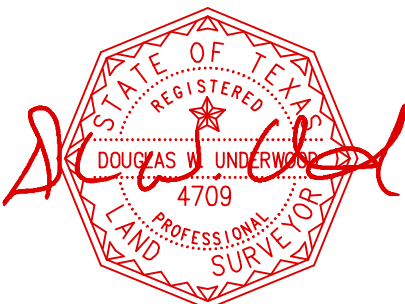
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2. With a curve to the right having a radius of 233.61 feet, (chord bears South 34°59'03" East, 80.73 feet) an arc length of 81.13 feet to a point;
3. North 86°50'23" West, a distance of 11.42 feet to a point, and on the southwesterly line of said 8.441 acre tract, and on the northeasterly right-of-way line of aforesaid Texoma Drive;

Thence with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, and with a curve to the left having a radius of 223.61 feet, (chord bears North 35°27'49" West, 70.31 feet) an arc length of 70.61 feet to the Point of Beginning and containing 0.0174 acres of land, more or less.

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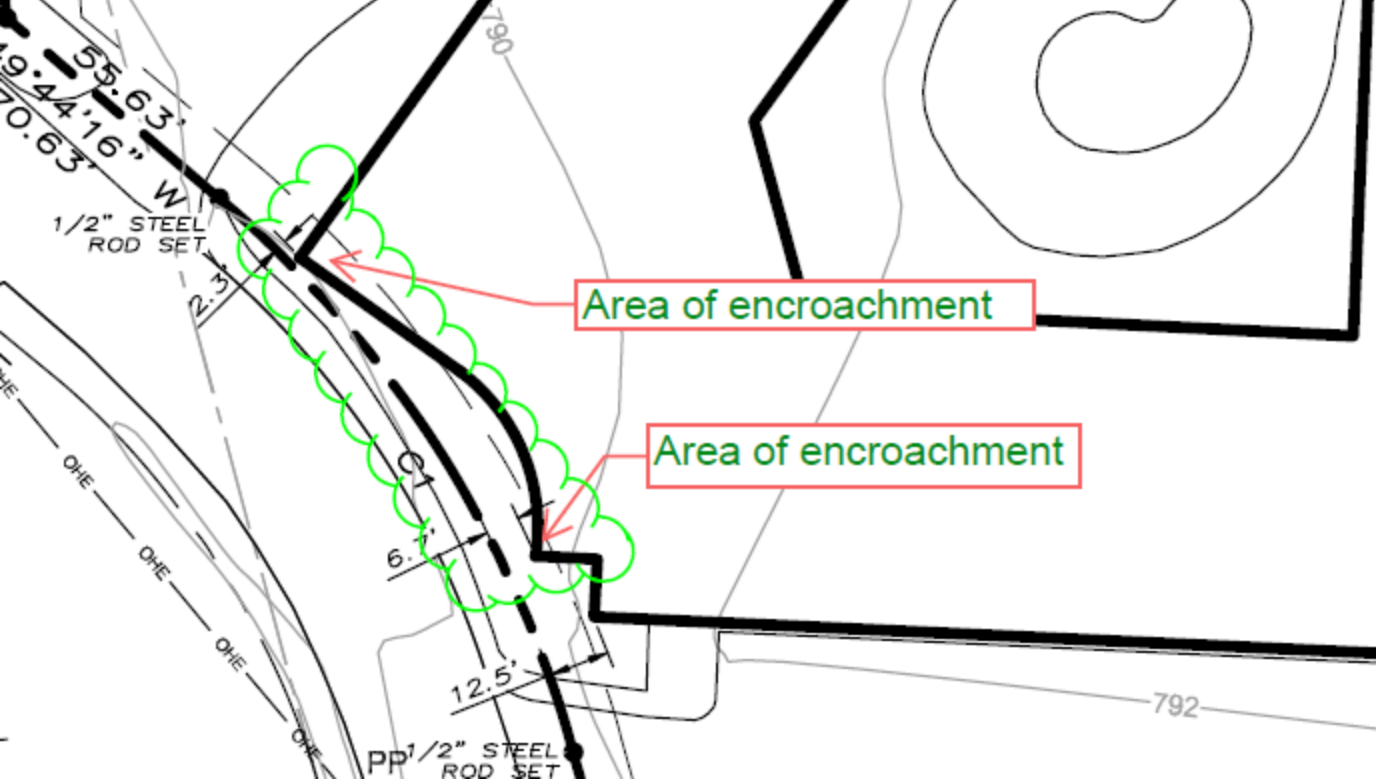
APPROVED BY: DWU

SCALE: 1" = 50'



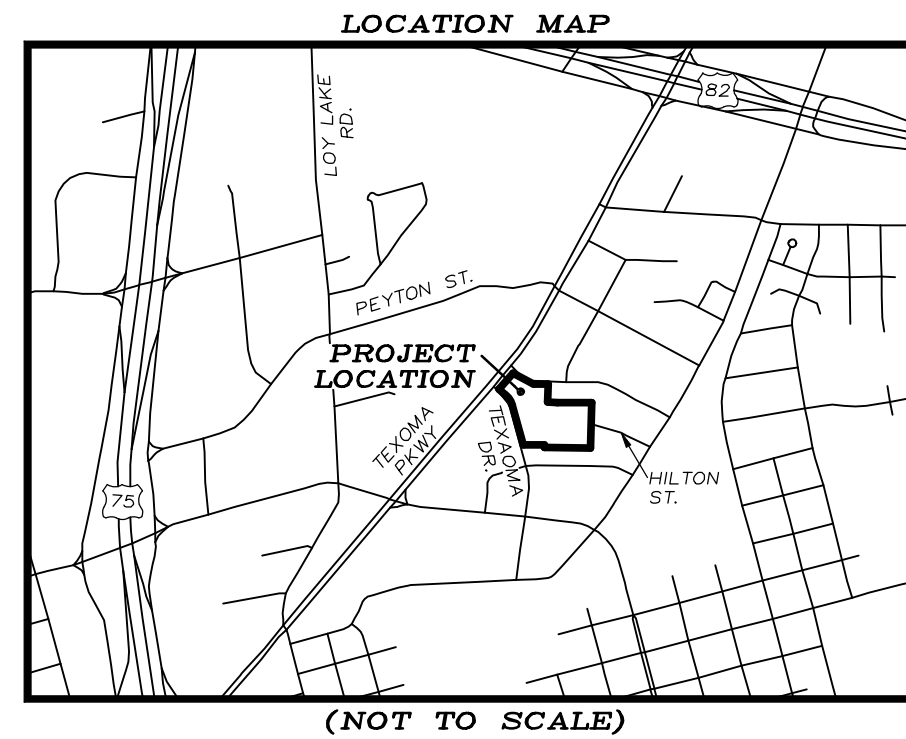
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

GROW SHERMAN
REALTY LLC



Area of encroachment

Area of encroachment



OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, GROW SHERMAN REALTY LLC, do hereby adopt this plat designating the hereinabove property as the GROW SHERMAN REALTY ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2025.

ASHOKUMAR PATEL, Managing Partner
GROW SHERMAN REALTY LLCSTATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, ASHOKUMAR PATEL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public in and for
the State of Texas
Commission Expires: _____

NAVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, GROW SHERMAN REALTY LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as GROW SHERMAN REALTY ADDITION, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property, and OWNER does hereby fully remise and release any right or cause of action, which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at GROW SHERMAN REALTY ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF _____, 2025

ASHOKUMAR PATEL, Managing Partner
GROW SHERMAN REALTY LLC

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

PRELIMINARY PLAT
GROW SHERMAN
REALTY ADDITION

Being a part of the Smith McGlothlin Survey
Abstract Number 808
& J.B. McAnair Survey,
Abstract Number 763
Being in the City of Sherman
Grayson County, Texas
Containing 8.452 acres of land

11-04-2025

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Smith McGlothlin Survey, Abstract No. 808, and being in the J.B. McAnair Survey, Abstract No. 763, and being a retracement survey of a called 8.441 acre tract of land described in the deed to Grow Sherman Realty LLC, recorded in Document No. 2024-25251, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the western-most southwest corner of said 8.441 acre tract, common to the northeast corner of Block 3 of Teague Industrial Park Addition, Section 2, according to the plat thereof recorded in Volume 3, Page 14, Plat Records, Grayson County, Texas, and on the easterly right-of-way line of Texoma Drive;

Thence North 15°32'16" West, with a westerly line of said 8.441 acre tract, and with the easterly right-of-way line of said Texoma Drive, a distance of 377.12 feet to a 1/2" steel rod set;

Thence with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, and with a curve to the left, having a radius of 223.61 feet, (chord bears North 32°35'52" West, 131.54 feet) an arc length of 133.52 feet to a 1/2" steel rod set;

Thence North 49°44'16" West, continuing with the southwesterly line of said 8.441 acre tract, and with the northeasterly right-of-way line of said Texoma Drive, a distance of 70.63 feet to a 1/2" steel rod found for the western-most northwest corner of said 8.441 acre tract, and at the intersection of the southeasterly right-of-way line of said Texoma Drive and the southeasterly right-of-way line of Mildred Street;

Thence North 40°13'48" East, with the northwesterly line of said 8.441 acre tract, and with the southeasterly right-of-way line of said Texoma Parkway, a distance of 200.10 feet to a 1/2" steel rod set for the northern-most northwest corner of said 8.441 acre tract, and at the intersection of the southeasterly right-of-way line of said Texoma Parkway and the southwesterly right-of-way line of Mildred Street;

Thence South 61°33'14" East, with the northeasterly line of said 8.441 acre tract, and with the southwesterly right-of-way line of said Mildred Street, a distance of 218.13 feet to a 1/2" steel rod set;

Thence South 89°26'40" East, with a northerly line of said 8.441 acre tract, and with the northerly line of Lot 1 in Block B of the Replat of Highland Park 2nd Addition, according to the plat thereof recorded in Volume 1, Page 2, said Plat Records, and with the southerly right-of-way line of said Mildred Street, a distance of 140.76 feet to a 1/2" steel rod set for the northern-most northeast corner of said 8.441 acre tract, common to the northwest corner of a tract of land described in the deed to Wilmer Solorzano, recorded in Document No. 2025-26390, said Real Property Records;

Thence South 02°46'13" West, with an easterly line of said 8.441 acre tract, and with the westerly line of said Solorzano Tract, and crossing said Lot 1, a distance of 168.08 feet to a 1/2" steel rod set for the southwest corner of said Solorzano Tract, and on the southerly line of said Block B;

Thence South 89°40'22" East, with a northerly line of said 8.441 acre tract, and with the southerly line of said Block B, a distance of 91.02 feet to a found 1/2" steel rod;

Thence South 89°09'43" East, continuing with a northerly line of said 8.441 acre tract, and with the southerly line of said Block B, a distance of 319.87 feet to a 1/2" steel rod set for the eastern-most northeast corner of said 8.441 acre tract, common to the northwest corner of Highland Park Third Addition, according to the plat thereof recorded in Volume 1, Page 31, said Plat Records;

Thence South 01°21'51" West, with an easterly line of said 8.441 acre tract, and with the westerly line of said Highland Park Third Addition, a distance of 420.16 feet to a 1/2" steel rod found for the southeast corner of said 8.441 acre tract, and on the northerly line of aforesaid Block 3;

Thence North 89°30'59" West, with a southerly line of said 8.441 acre tract, and with the northerly line of said Block 3, a distance of 429.81 feet to an "X" cut in concrete set for the southern-most southwest corner of said 8.441 acre tract;

Thence North 02°39'00" East, with a westerly line of said 8.441 acre tract, and with an easterly line of said Block 3, a distance of 20.84 feet to a 1/2" steel rod found for the northern-most northeast corner of said Block 3;

Thence North 89°36'25" West, with a southerly line of said 8.441 acre tract, and with the northerly line of said Block 3, a distance of 199.90 feet to the Point of Beginning and containing 8.452 acres (368,179 square feet) of land, more or less.

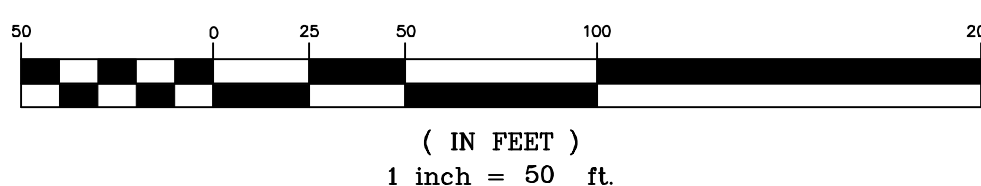
~ GENERAL NOTES ~

- Water Supply to be provided by the City of Sherman.
- Sewer Service to be provided by the City of Sherman.
- Electrical service is provided by Oncor Electrical Delivery.
- Blocking the flow of water or construction of improvements in drainage easements, land filling or obstruction of the roadway is prohibited.
- Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
- The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
- Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
- The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
- Bearings are based on the City of Sherman Control Monument Network.
- The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
- The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48161C 0290 G, effective date September 1, 2022.

NO PROTECTED TREE'S ON SITE

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

GRAPHIC SCALE

OWNERS/DEVELOPER
GROW SHERMAN REALTY LLC
2105 TEXOMA PKWY
SHERMAN, TX 76090
NILESH GOLAKIA
(469) 733-8865SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

ACCEPTANCE

Approved this _____ day of _____, 2023, by the
City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

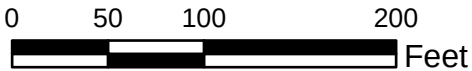
Preliminary plat, for inspection
purposes only.
In no way official or approved for
record purposes.

UNDERWOOD

DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Encroachment Agreement





City Council Regular Meeting

Agenda Item No. F.5.

Meeting Date: 1/5/2026

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, City Manager

Caption:

*** RESOLUTION NO. 7613**

Authorizing Execution of an Agreement with Willdan Financial Services to Provide the FY2026 Water/Wastewater Rate Update

Issue:

To Approve an Agreement with Willdan Financial Service to Provide the FY2026 Water/Wastewater Rate Update

Background:

In fiscal year 2022, Willdan Financial Services ("Willdan") was selected to provide a Utility Rate Study for the City to determine the utility rates needed to fund operations and debt service due to a growing demand for services. City staff is pleased with Willdan's work and requires an update to the study as historical consumption data is now available. This Agreement covers the update for fiscal year 2026.

Capital Improvement Program:

Origination:

Finance Department

Financial Consideration:

Even though the Agreement is only for \$25,000, the total paid to Willdan since fiscal year 2022 exceeds \$100,000; therefore, City Council approval is requested. Funds are appropriated in the Utility Fund.

Staff Recommendation:

Staff recommends approval of the Agreement.

Alternatives:

The Council could choose not to approve the Agreement.

Attachments:

1. Resolution No. 7613
2. 2025 12 15 Willdan Sherman 2026 Rate Update Engage Ltr 2.0

RESOLUTION NO. 7613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO PROVIDE FY2026 WATER/WASTEWATER RATE UPDATE; 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 be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute the Agreement with Willdan Financial Services to Provide FY2026 Water/Wastewater Rate Update in the same or substantially same form as the documents to be attached hereto and incorporated herein 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 5th day of January 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



December 15 2025

Ms. Mary Lawrence
Director of Finance
City of Sherman
405 North Rusk St.
Sherman, Texas 75091-1106

Re: Letter Agreement to Provide FY 2026 Water/Wastewater Rate Update

Dear Ms. Lawrence:

Willdan Financial Services ("Willdan") is pleased to present the following scope of services and budget to assist the City of Sherman in providing an update of our water and wastewater long-term financial plan and rate recommendations for Fiscal Year 2026. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

As Vice President of Willdan, I will manage and have primary responsibility for preparing this study for the City. I will be assisted by Mr. Dan Lanning and Mr. Jason Gray.

Scope of Services

We want to ensure that our scope of services is responsive to the City's needs. We will work with the City to tailor our proposed scope based on input prior to approval of this letter agreement, and as needed during the course of the project.

Task 1: Acquire and Analyze Data on As-Needed Basis

Description: On a periodic basis, as requested by City staff, the project team will analyze data, run model scenarios, and prepare analysis specifically requested by staff. We will request and receive more recent customer, volume, and budget data from the City. We will also discuss with the City the timing of any new proposed bond issues. The data involves both the use of water/wastewater resources and the revisions to the City's CIP required to service the development. We will thoroughly analyze all acquired data to ensure that it meets the requirements for our analysis and will follow up with City staff as necessary.

Task 2: Update Rate Model

Description: The project team will use acquired updated budget, volume and CIP data to update its previously-prepared ten-year water and wastewater cost of service forecast model. The model will identify current and forecast operating expenses, capital outlays and debt service for the period FY 2026 – FY 2035. The model adheres to AWWA ratemaking standards to ensure that the cost of service for each customer class is just, reasonable and accurate.

The model will contain modules that will allow for the calculation of overall cost of service for the water and wastewater utilities and the cost of service by designated customer class

Task 3: Meetings

Description: The project team will attend all meetings requested by and authorized by City staff. This potentially could include meetings with staff, City Council and, if appropriate, industry officials. Any meetings would be set up and approved by City staff as necessary.

Budget

Willdan will perform the tasks described in the Scope of Services section on a time and expense basis. While we cannot define the precise scope of services at this time, we will ensure that all billings are reasonable, necessary and are approved by City staff. We propose setting a cap of \$25,000 for our professional fees and expenses.

Our hourly rates are as follows:

Willdan Financial Services	
Hourly Rate Schedule	
Group Manager – Dan V. Jackson	\$310
Vice President/Managing Principal	\$300
Principal Consultant	\$270
Senior Project Manager	\$250
Project Manager	\$110
Senior Project Analyst	\$150
Senior Analyst	\$135
Analyst	\$120
Analyst Assistant	\$110



Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to me and to our contracts supervisor:

Ms. Karen Checkon
Willdan Financial Services
5500 Democracy Drive Ste. 130
Plano, Texas 75024
Ph. (972) 378-6588
E-mail: kcheckon@willdan.com

We appreciate this opportunity to serve the City of Sherman. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

Willdan Financial Services



Dan V. Jackson, Vice President

December 15 2025

Date

City of Sherman

Signature

Date

Print Name

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

The Letter Agreement between the City of Sherman ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.
2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.
3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.
4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.
5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.
6. Insurance. WFS shall maintain the following insurance:
 - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
 - b. Commercial General Liability Insurance, with limits not be less than \$1,000,000 per occurrence and general aggregate.
 - c. Commercial Automobile Liability with limits not less than \$1,000,000 per occurrence.
 - d. Professional Liability with limits not be less than \$1,000,000 per claim and annual aggregate.
 - e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.
 - f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing it services.
7. Miscellaneous.
 - a. Titles used in this Agreement are for general reference and are not a part of the Agreement.
 - b. This Agreement shall be interpreted as though prepared by both parties.
 - c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
 - d. This Agreement shall be interpreted under the laws of the State of Texas.
 - e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
 - f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
 - g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.
 - h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
 - i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

8. Project Disclaimer

Client represents, acknowledges, and agrees that:

- (i) Client uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) Client is not looking to Willdan to provide, and client shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide client with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of client, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by client, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, client recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, client will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that client is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services. Rate and Financial Planning Model.



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 1/5/2026

Prepared By: Trevor Deaton, IT Support Tech III, Shawn Hackworth, IT Manager

Approved By: Zachary Flores, City Manager

Caption:

*** PAYMENT AUTHORIZATION**

Authorizing the purchase of new fiscal year desktop and laptop computers from CDWG through Texas DIR contracts (Texas Misc IT HW Peri and Components DIR-CPO-5093, Dell Held Texas DIR Agreement DIR-CPO-5792, TXDIR - Panasonic DIR-CPO-5225)

Issue:

Authorizing the purchase of desktop and laptop computers

Background:

Annual replacement of desktop and laptop computers for city employees

Capital Improvement Program:

Origination:

IT Department

Financial Consideration:

Funds budgeted in current fiscal year. Total Cost is \$101,410

Staff Recommendation:

Staff recommends approving

Alternatives:

As may be directed by City Council.

Attachments:

1. PRTT267
2. PRTT310
3. PSGK239
4. PSGK230
5. PSGK231
6. PSGC238



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Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRTT267	12/5/2025	SURFACE PRO 11 PROJECT	4272120	\$19,800.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Pro Copilot+ PC - 11th edition - 13" - 16 GB RAM - 512 GB Mfg. Part#: EP2-20128 Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	12	8188279	\$1,475.00	\$17,700.00
Microsoft Surface Pro Signature Keyboard - keyboard - with accelerometer, t Mfg. Part#: 8XB-00139 Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	12	7866706	\$120.00	\$1,440.00
UAG Rugged Case for Surface Pro 11 10 9 - Metropolis SE(Antimicrobial) - Bl Mfg. Part#: 324015B14040 Contract: MARKET	12	7212391	\$55.00	\$660.00

SUBTOTAL	\$19,800.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$19,800.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN \ 405 N RUSK ST 3RD FLOOR, IT DEPT. SHERMAN, TX 75090-5857 Phone: (903) 892-7352 Shipping Method: UPS Ground

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

John Raimondi | (877) 685-2969 | johnrai@cdwg.com

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRTT310	12/5/2025	PANASONIC FZ55 PROJECT	4272120	\$2,650.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 55 - 14" - Intel Core i5 - 1345U - 16 GB RAM - 512 GB S	1	7896010	\$2,650.00	\$2,650.00
Mfg. Part#: FZ-55J2601BM				
Contract: TXDIR - Panasonic DIR-CPO-5225 (DIR-CPO-5225)				

SUBTOTAL	\$2,650.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$2,650.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN MUNICIPAL BUILDING 405 N RUSK ST SHERMAN, TX 75090-5857 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



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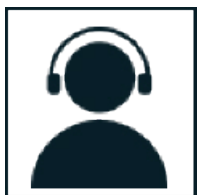
[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSGK239	12/26/2025	DELL PRO 14 REV2	4272120	\$17,204.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM	17	NEW-ITEM	\$1,012.00	\$17,204.00
Mfg. Part#: NEW-ITEM 3000197662910.1 / Dell Pro 14 PC14250 Contract: Standard Pricing				

SUBTOTAL	\$17,204.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$17,204.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN 405 N RUSK ST 3RD FLOOR, IT DEPT. SHERMAN, TX 75090-5857 Phone: (903) 892-7352 Shipping Method: UPS Ground
Please remit payments to:	
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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSGK230	12/26/2025	DELL PRO RUGGED 14 REV2	4272120	\$13,118.34

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM 3000197 662908.1 / Dell Pro Rugged 14 Contract: Standard Pricing	5	NEW-ITEM	\$2,600.00	\$13,000.00

SUBTOTAL	\$13,000.00
SHIPPING	\$118.34
SALES TAX	\$0.00
GRAND TOTAL	\$13,118.34

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN 405 N RUSK ST 3RD FLOOR, IT DEPT. SHERMAN, TX 75090-5857 Phone: (903) 892-7352 Shipping Method: UPS Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSGK231	12/26/2025	DELL PRO TOWER PLUS 1TB REV2	4272120	\$56,440.84

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM 3000197662909.1 / Dell Pro Tower Plus QBT1250 Contract: Standard Pricing	40	NEW-ITEM	\$1,400.00	\$56,000.00

SUBTOTAL	\$56,000.00
SHIPPING	\$440.84
SALES TAX	\$0.00
GRAND TOTAL	\$56,440.84

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN 405 N RUSK ST 3RD FLOOR, IT DEPT. SHERMAN, TX 75090-5857 Phone: (903) 892-7352 Shipping Method: UPS Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSGC238	12/23/2025	DELL PRO MAX TOWER REV1	4272120	\$3,610.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM 3000197620929.1 Dell Pro Max Tower T2 FCT2250 Intel Core Ultra 7 265 (30 MB cache, 20 cores, 20 threads, 1.8 GHz to 5.3 GHz, 65W) 16GB: 2 x 8 GB, DDR5, 5600 MT/s, non-ECC NVIDIA(R) RTX(TM) A1000, 8 GB GDDR6, 4 mDP to DP adapters 512GB SSD TLC with DRAM M.2 2280 PCIe Gen4 SED Ready Contract: Standard Pricing	2	NEW-ITEM	\$1,805.00	\$3,610.00

SUBTOTAL	\$3,610.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$3,610.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN MUNICIPAL BUILDING 405 N RUSK ST SHERMAN, TX 75090-5857 Shipping Method: UPS Ground
Please remit payments to:	



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SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 1/5/2026

Prepared By: Jana Walker, Controller

Approved By: Zachary Flores, City Manager

Caption:

*** OTHER BUSINESS**

Approval of the 2025 Ad Valorem Tax Roll Value and Tax Levy

Issue:

To consider approval of the Ad Valorem Tax Roll Value and Tax levy for fiscal year 2025-2026

Background:

Texas Tax Code Section 26.09(e) requires City Council approval of the final tax roll value and related tax levy. Taxes from the 2025 levy are collected during the City's 2025-2026 fiscal year. The Grayson County Tax Assessor/Collector has set the Tax Roll value of \$7,732,972,790 and related levy at \$37,311,500.74.

Capital Improvement Program:

Origination:

Grayson County Tax Assessor/Collector Bruce Stidham

Financial Consideration:

There is no financial consideration to approving the tax value and levy.

Staff Recommendation:

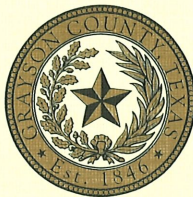
Staff recommends Council approval of the 2025 Tax Roll Value and Tax Levy in the amounts above.

Alternatives:

As this process is required by the Texas Tax Code, there are no alternatives.

Attachments:

1. 2025 Value/Levy Grayson County Tax Assessor-Collector



COURTHOUSE
100 W. HOUSTON - SUITE 11
P.O. BOX 2107
SHERMAN, TX 75091

OFFICE OF
BRUCE STIDHAM
TAX ASSESSOR - COLLECTOR
GRAYSON COUNTY
www.co.grayson.tx.us

TAX OFFICE: 903-892-8297
VEHICLE REGISTRATION: 903-813-4225
FAX: 903-893-4973

December 2, 2025

VALUE/LEVY

Ms. Mary Lawrence
City of Sherman
P O Box 1106
Sherman, Texas 75091

Dear Ms. Lawrence:

Re: Section 26.09(e) SPTC

Please have your district approve your 2025 Tax Roll Values. Please sign as directed. Make a copy for your files and return the signed original to this office as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2025 Tax Roll Value	\$ 7,732,972,790
2025 Tax Levy	\$ 37,311,500.74
2025 Special Assessment Levy	\$ 32,941.29

If you have any questions, please give us a call.

Very truly yours,


Bruce Stidham
Tax Assessor-Collector

BS:vh

City Secretary

City Mayor

Sherman Housing Authority Board

Established February 7, 1966 - Resolution No. 12

City Staff: (Non-Staff Member Sean Vanderveer)

Department Responsibility: City Council

Meetings: Last Wednesday of each month

<u>Members:</u>	<u>District</u>	<u>(A)Appoint (R)Reappoint</u>	<u>Letter Sent</u>	<u>Term Begins</u>	<u>Term Expires</u>	<u>Terms</u>	<u>Membership Requirements</u>
Adrienne Brandy Johnson	1	A		6/18/2025	6/1/2027	1	
Craig Anthony Davis, Sr.	4	A R R R R R		7/8/2014 7/8/2016 6/1/2018 6/1/2020 6/1/2022 6/1/2024	7/8/2016 6/1/2018 6/1/2020 6/1/2022 6/1/2024 6/1/2026	1 2 3 4 5 6	
Zach Hefton	1	A	11/5/2025	11/4/2025	11/1/2027	1	
Janet Roy	4	U R R R R R R R R R		6/21/2005 6/1/2006 6/1/2008 6/1/2010 6/1/2012 6/1/2014 6/1/2016 6/1/2018 6/1/2020 6/1/2022 6/1/2024	6/1/2006 6/1/2008 6/1/2010 6/1/2012 6/1/2014 6/1/2016 6/1/2018 6/1/2020 6/1/2022 6/1/2024 6/1/2026	0 1 2 3 4 5 6 7 8 9 10	
Richard Womack	2	A R		7/19/2022 6/1/2024	6/1/2024 6/1/2026	1 2	Resident Commissioner

***Note:** Chairperson may only serve One (1) Year Term

Number of Members: 5

Qualifications - No Rule

Length of Terms: Two (2) Years

Consecutive Term Rule: Cannot be limited by State Law

Appointed by: Mayor

Elected Officials: Chairperson & Vice Chairperson (Secretary is Appointed)

Attendance Requirements: No Rule

Purpose: Sets policy for Housing Authority procedures.

Responsibilities: Board oversees actions of Housing Authority and suggests plans and application of procedures.

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
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February						
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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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July						
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August						
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October						
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November						
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December						
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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

[illegible]