Collin County, TX

REQUEST FOR PROPOSAL

2025-270

REAL ESTATE BROKERAGE SERVICES

RELEASE DATE: August 5, 2025
RESPONSE DEADLINE: August 28, 2025, 2:00 pm
Please refer to the project timeline in this document for all important deadlines.

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A - Appraisal, May 23, 2025

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1. INTRODUCTION

1.1. SUMMARY

Per Local Government Code §263.008, Broker Agreements and Fees for the Sale of Real Property, real estate brokerage services are required for the property located at 1180 West Houston St., Anna, TX 75409, commonly referred to as the Collin County Adventure Camp. The purpose of this solicitation is to engage qualified and licensed real estate brokerage firms with proven experience in commercial real estate transactions to assist with the strategic marketing and sale of the property. The selected broker will be instrumental in ensuring an efficient, effective, and compliant sales process that maximizes the value of the property for Collin County.

1.2. TIMELINE

RFP Released:	August 5, 2025
Deadline for Submission of Questions:	August 21, 2025, 5:00pm
Response Submission Deadline:	August 28, 2025, 2:00pm
Award of RFP:	October 6, 2025

1.3. PROJECT CONTACT

Matt Dobecka

Purchasing Analyst

mdobecka@co.collin.tx.us

2. PURPOSE/SCOPE OF WORK

2.1. Scope of Work for Real Estate Brokerage Services

1. Summary

This document outlines the scope of work for Real Estate Brokerage Services required for the property located at 1180 West Houston St., Anna, TX 75409, commonly referred to as the Collin County Adventure Camp. The purpose of this solicitation is to engage qualified and licensed real estate brokerage firms with proven experience in commercial real estate transactions to assist with the strategic marketing and sale of the property. The selected broker will be instrumental in ensuring an efficient, effective, and compliant sales process that maximizes the value of the property for Collin County.

2. Property Overview

The subject is located on the north side of West Houston Street, just west of Farm to Market 3133, and just east of County Road 480. The address associated with the subject is 1180 West Houston Street, Anna, Texas 75409.

1. The subject site is comprised of eight (8) contiguous parcels totaling 427.009-acres (18,600,512 SF) and is irregular in shape with rolling topography. There are three (3) lakes located on the subject site: Harris Lake, Willow Lake, and Lindberg Lake. Only a small portion of Harris Lake is located on the subject, the majority of Willow Lake is located on the subject, and the entirety of Lindberg Lake is on the subject site. Floodplain is noted. The subject site is improved with a variety of improvements associated with operation of the YMCA Collin County Adventure Camp totaling 80,530 SF, along with various ancillary site improvements. The improvements consist of an administration building, dining hall, education building, health care building, boat storage building, maintenance warehouse, student cabins, teacher cabins, staff residences, restroom buildings, and a pool house. The subject also displays various site improvements consisting of an amphitheater, swimming pool, climbing apparatus, activity pavilions, program shelters, two (2) zip lines, fishing docks, hiking trails, and an archery range.
2. Legal Description:
   - Block 1, Abstract 784, Tract 12, John Rowland Survey
   - Block 2, Abstract 784, Tract 84, John Rowland Survey
   - Block 3, Abstract 289, Tracts 27,28, 32 and 55, G. W. Daniels Survey
   - Block 4, Abstract 289, Tracts 23 and 30 G. W. Daniels Survey
3. Property is not zoned.
4. Property to be sold "as-is"
5. Property will have no deed restrictions.

6. Warren Truss iron bridge will be moved from site and is not part of the sale.
7. The County will auction all equipment remaining on-site before sale is complete.

3. Qualifications of Broker

The broker must meet the following qualifications:

1. License(s):
   - Hold a valid Texas real estate broker's license as required by the Texas Real Estate Commission (TREC). Proposer must provide license number obtained by Assigned Broker(s)
2. Experience:
   - Possess a minimum of five (5) years of experience in commercial and residential real estate transactions representing property owners selling property in Collin County, Texas
3. Market Conditions:
   - Demonstrate a strong understanding of the local real estate market in Collin County, TX, including the market trends, property values, and zoning regulations.
4. Outreach:
   - Have access to wide network of potential buyers in order to facilitate property transactions.
5. References:
   - Provide references from previous clients, specifically related to similar commercial property transactions.

4. Duties and Service Requirements of Broker

The selected broker will be responsible for performing the following duties throughout the engagement period:

1. Property Marketing Plan**:**
   - Develop a comprehensive marketing strategy that leverages both traditional and digital marketing tactics.
   - Create an engaging property listing including photographs, detailed descriptions, and necessary documents.
   - Utilize multiple listing services (MLS) as appropriate to maximize exposure to potential buyers.
   - Organize and conduct property showings and open houses for prospective buyers.
2. Buyer Engagement and Negotiation:

- Act as the primary point of contact for all inquiries about the property.
- Conduct property showings and inspections as needed, ensuring that necessary permits and approvals are obtained, if necessary.
- Negotiate with prospective buyers on behalf of Collin County, ensuring the best possible terms and pricing.

3. Legal and Compliance**:**
   - Ensure all contracts and agreements adhere to local and state regulations governing real estate transactions.
   - Provide guidance on necessary disclosures and help prepare documentation required for the sale.
4. Post-Sale Services**:**
   - Assist with the coordination of the closing process, ensuring all parties are compliant with contractual obligations.
   - Provide post-sale assistance as needed to facilitate a successful transfer of property ownership.
5. Timely Communication**:**
   - Provide regular updates and reports to the County on the progress of property listings, showings, offers, and negotiations.
6. Transparency:
   - Supply all relevant documentation to Collin County stakeholders.
   - Offer full disclosure of any potential conflicts of interest and ensure unbiased service.
   - Act in the best interest of the County, exercising due diligence and care in all matters related to property transactions.
7. Professionalism:
   - Represent Collin County with integrity and professionalism, fostering a positive image in the market.
   - Adhere to the National Association of Realtors (NAR) Code of Ethics and Standards of Practice.
   - Maintain professional liability insurance with coverage limits that meet or exceed state standards.

5. Delivery Requirements of Broker

1. Proposal Submission**:**

- Submit a detailed proposal outlining the approach to selling the property including timelines, marketing strategies, and fee structure.
- Provide supporting documentation that includes resumes of key staff, proof of licensing, marketing materials, and references.

2. Marketing Materials**:**
   - All marketing materials must be submitted for approval to the Collin County review committee prior to distribution.
   - Materials should be high-quality and consistent with Collin County branding standards.
3. Timelines:
   - Establish a clear timeline for the phases of the project, including key milestones for review and approval.
   - Adhere to agreed-upon timelines, notifying Collin County of any anticipated delays.
4. MLS Listing Period
   - Load full listing data, photos, legal description, and any County-imposed disclaimers (e.g. "sold AS-IS, no warranty of title beyond quit-claim, etc.).
   - List for ≥30 calendar days.

6.: Fee Proposal

Respondents must provide a detailed fee proposal for services associated with the marketing and sale of a multi-million-dollar property. The proposal should clearly outline:

1. Commission structure (e.g., flat fee, percentage of sale price, tiered rates)
2. Marketing or advertising costs (if not included in the commission)
3. Administrative fees (if applicable)
4. Brokerage fee schedule for similar high-value transactions
5. Any negotiable components of the fee structure

Note:
All fees must be stated as a total not-to-exceed amount. Collin County reserves the right to negotiate final pricing based on the scope of work and selected proposal.

3. SPECIAL CONDITIONS

3.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **2025-270 Real Estate Brokerage Services.**

3.2. INTENT OF REQUEST FOR PROPOSAL

Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide brokers with sufficient information to prepare a proposal for Real Estate Brokerage Services.

3.3. TERM

Provide for a term contract commencing upon award.

3.4. POINT OF CONTACT

Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email Matt Dobecka, Purchasing Analyst at mdobecka@co.collin.tx.us.

3.5. FUNDING

Broker's fee is paid *only* after the county receives the purchase price from the buyer and sale proceeds are deposited into the County's General Fund.

3.6. COMPLETION/RESPONSE TIME

Contractor shall complete services within the number of calendar days according to the schedule proposed by contractor.

3.7. CONFIDENTIAL OR PROPRIETARY INFORMATION

Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

3.8. PROPOSAL SCHEDULE

Collin County reserves the right to change the schedule of events as it deems necessary.

RFP Released:	August 5, 2025
Deadline for Submission of Questions:	August 21, 2025, 5:00pm

Response Submission Deadline:	August 28, 2025, 2:00pm
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4. INSURANCE REQUIREMENTS

1. Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

   1. **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

Each Occurrence	$1,000,000
Personal Injury &Adv Injury	$1,000,000
Products/Completed Operation Aggregate	$2,000,000
General Aggregate	$2,000,000

   2. **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers Liability	
Liability, Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

   iii. **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

Combined Single Limit - Each Accident	$1,000,000

   iv. **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

Each Occurrence/Aggregate	$1,000,000

   v. **Umbrella/Excess Liability** insurance

Each Occurrence/Aggregate	$1,000,000

2. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

   i. A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

   ii. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

iii. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

iv. All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

v. All copies of Certificates of Insurance shall reference the project/contract number.

3. All insurance shall be purchased from an insurance company that meets the following requirements:

   i. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

4. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

   i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

   ii. Sets forth the notice of cancellation or termination to Collin County.

5. EVALUATION

The award of the contract shall be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

Level 1 - Conformance with Mandatory Requirements (Pass/Fail)

The first part of the elevation process (Level 1) is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Contractors may, at the discretion of the County, be contacted to submit clarifications or provide additional information. Once request has been made, contractors will have two (2) business days to respond. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment (Maximum 100 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. See Level 2 below for criteria. It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to Level 3.

Level 3 – Best And Final Offer

Contractors who are susceptible of receiving award may be elevated to Level 3 for Best and Final Offer. Contractor will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 2.

Based on the result of the Best and Final Offer evaluation, a single contractor will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted proposals and enter into negotiations with them.

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Qualifications/Experience** Brokers who have proven experience for sites similar in scope, size, and complexity will provide higher confidence to County evaluators.	Points Based	30 *(30% of Total)*
2.	**Marketing Plan** Evaluation of the proposed marketing plan.	Points Based	30 *(30% of Total)*
3.	**Commission Percentage/Fee** Proposer's commission/fee	Reward Low Cost	30 *(30% of Total)*
4.	**References** Review of references	Points Based	10 *(10% of Total)*

6. GENERAL INSTRUCTIONS

6.1. DEFINITIONS

1. Offeror: refers to submitter.
2. Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.
3. Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.
4. RFP: refers to Request for Proposal.
5. CSP: refers to Competitive Sealed Proposal

6.2. GENERAL INSTRUCTIONS

1. If Offeror does not wish to submit an offer at this time, please submit a No Proposal response.
2. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
4. Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
5. A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.
6. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.
7. All RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.
8. Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eProcurement Portal.

9. All RFPs and CSPs submitted electronically via Collin County eProcurement Portal. shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

10. Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of "plug and play" portable storage device will be accepted as a Submittal. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

11. For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

12. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

13. Any interpretations, corrections and/or changes to a RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eProcurement Portal.

    i. Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. https://procurement.opengov.com/portal/collincountytx telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

14. All materials and services shall be subject to Collin County approval.

15. Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

16. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

17. Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by

attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

18. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

    i. have adequate financial resources, or the ability to obtain such resources as required;

    ii. be able to comply with the required or proposed delivery/completion schedule;

    iii. have a satisfactory record of performance;

    iv. have a satisfactory record of integrity and ethics;

    v. be otherwise qualified and eligible to receive an award.
    Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

19. Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.

20. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the solicitation process is subject to release under the Act.

21. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

22. Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

23. Proposal Openings: All proposals submitted will be read at the County's regularly scheduled proposal opening for the designated project. However, the reading of a proposal at proposal opening should be not construed as a comment on the responsiveness of such proposal or as any indication that the County accepts such proposal as responsive.
    The County will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The County will notify the successful Offeror upon award of the contract and, according to state law; all proposals received will be available for inspection at that time.

24. Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

7. TERMS OF CONTRACT

1. A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.
2. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.
3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
4. The Vendor/Contractor/Provider shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
6. Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
7. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
8. Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
9. Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including

attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

10. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

11. If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

    i. In accordance with Section 2253.021 of Texas Government Code, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of $25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

    ii. In accordance with Section 2253.021 of Texas Government Code, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of $100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

12. Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

13. The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

14. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

15. All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.
16. Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
17. The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
18. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
    i. Collin County Purchase Order Number;
    ii. Vendor’s/Contractor’s/Provider’s Name, Address and Tax Identification Number;
    iii. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
19. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
20. All warranties shall be stated as required in the Uniform Commercial Code.
21. The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
22. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
23. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
24. The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
25. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

26. Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

27. The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

28. Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

29. Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.

30. Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

31. Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

32. Certification of Eligibility: This provision applies if the anticipated Contract exceeds $100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

33. Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

34. Delays and Extensions of Time when applicable:

    i. If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.

    ii. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

35. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or

business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

36. Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

37. Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

38. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

8. VENDOR RESPONSE AND PROPOSAL FORMAT

In accordance with the directions below, contractor shall provide a response for each item in this section in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. If an item is "not applicable" or "exception taken", contractor shall state that and refer to Section: Exceptions, with explanation.

Contractor shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

1. Proposals may be submitted online via https://procurement.opengov.com/portal/collincountytx/projects/174016. Electronic submissions are preferred.
2. If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

   Collin County Purchasing
   2300 Bloomdale, Suite 3160
   McKinney, TX 75071

If submitting manually, to achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders.

It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following, and should be formatted in the same order as the following:

1. FIRM OVERVIEW

Contractor shall define the overall structure of the Firm to include the following:

*1.1. A descriptive background of your company's history.**

*Response required

*1.2. State your principal business location and any other service locations.**

*Response required

*1.3. What is your primary line of business?**

*Response required

*1.4. How long have you been providing service(s)?**

*Response required

*1.5. Identify any terminated public sector projects. **

Disclose the jurisdiction and explain the termination.

*Response required

*1.6. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?**

☐ Yes
☐ No

*Response required

When equals "Yes"

*1.6.1. Please explain the impact both in organizational and directional terms.**

*Response required

*1.7. List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.**

*Response required

2. PROPOSED PROJECT TEAM/STAFF QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS

*2.1. Project Team/Staff**

Include name, job title, responsibilities, project management practices, role on the project, and number of years they have been in the role - along with credentials, qualifications as well as experience for each team member or key personnel on the project.

*Response required

3. PROPOSED MARKETING PLAN

*3.1. Provide a marketing plan for the proposed service to include but not limited to the following areas:**

1. **Target Market:**
   Identify all potential buyers (e.g., nonprofits, schools, investors, developers, retreat/event operators).

2. **Property Assessment:**
   Evaluate strengths, weaknesses, opportunities, and risks; document features, condition, amenities, and unique selling points.

3. **Supporting Materials:**
   Use of professional photos, aerial/drone images, maps, floor plans, and relevant documentation (e.g., surveys, permits).

4. **Valuation & Pricing:**
   Determine value through provided appraisal or broker opinion; consider best pricing strategy (fixed price, auction, etc.) and market timing.

5. **Possible Marketing Strategies:**
   - List on real estate and specialty sites.
   - Use targeted digital ads and email campaigns.
   - Conduct direct outreach to likely buyers.
   - Advertise in relevant print and online publications.
   - Use onsite signage and consider open house events.

*Response required

4. SIMILAR PROJECTS INVOLVED WITH

*4.1. Provide a list of other similar projects that you are involved with currently or will be involved with during the duration of this project.**

*Response required

5. FEE PROPOSAL

*5.1. Fee Proposal**

Respondents must provide a detailed fee proposal for services associated with the marketing and sale of a multi-million-dollar property. The proposal should clearly outline:

1. Commission structure (e.g., flat fee, percentage of sale price, tiered rates)
2. Marketing or advertising costs (if not included in the commission)
3. Administrative fees (if applicable)
4. Brokerage fee schedule for similar high-value transactions
5. Any negotiable components of the fee structure

Please upload your fee proposal. Collin County prefers a flat fee.

*Response required

6. TIME SCHEDULE

*6.1. Provide a schedule for the proposed project**

Provide a probable schedule beginning with marketing program development, outreach, comparable timeline of sale for comparable properties, and ending with the date of closing. The schedule shall include all tasks that will require time in the process, such as County review (identify amount of time assumed for each task).

*Response required

7. OTHER QUESTIONS/DOCUMENTS

*7.1. Exceptions**

Please confirm if Proposer is taking any exceptions to this RFP. If the answer is "yes", exceptions must be submitted as a document that can be downloaded in question below.

☐ Please confirm

*Response required

7.2. Exceptions

Please download the below documents, complete, and upload.

*7.3. Notice**

Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

☐ Please confirm

*Response required

*7.4. Contact Information**

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized List authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and/or offers in response to this solicitation.

*Response required

*7.5. Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

*Response required

*7.6. Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

*Response required

*7.7. Reference No. 1**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

*7.8. Reference No. 2**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

*7.9. Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

*7.10. Cooperative Contracts**

As permitted under Texas Local Government Code Sections 271.101 and 271.102 and Texas Government Code Section 791.025, other local governmental entities may wish to also participate under the same terms and

conditions contained in this contract. Each entity wishing to participate must enter into an inter- local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

☐ Yes
☐ No

*Response required

*7.11. Debarment Certifications**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

☐ Please confirm

*Response required

*7.12. Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

☐ Please confirm

*Response required

*7.13. Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor’s affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

☐ Please confirm

*Response required

*7.14. Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

☐ Please confirm

*Response required

*7.15. Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

☐ Please confirm

*Response required

*7.16. Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

*Response required

*7.17. Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

☐ Please confirm

*Response required

*7.18. Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of $100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

*7.19. Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of $100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

1. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

7.20. Information Regarding Conflict of Interest

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the

84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS: https://www.ethics.state.tx.us/forms/conflict/

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers: https://www.collincountytx.gov/Contact/county-officials

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and/or contracting for the attached procurement:

Department:

Yoon Kim, County Administrator

Russel Schaffner, Deputy County Administrator

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Matt Dobecka, NIGP-CPP, CPPO, CPPB, CPCP - Purchasing Analyst

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

Please download and complete the CIQ attachment and upload if applicable.

*7.21. Conflict of Interest Confirmation**

I have read the conflict of interest information above and will file the CIQ form if a conflict exists.

☐ Please confirm

*Response required

*7.22. W-9**

Please upload your W-9 Form

*Response required

*7.23. Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they

have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.

☐ Please confirm

*Response required

APPRAISAL REPORT

RECREATIONAL FACILITY

YMCA COLLIN COUNTY ADVENTURE CAMP

1180 West Houston Street
Collin County, Texas 75409

CLIENT

Collin County

May 23, 2025

Collin County
Bill Bilyeu, County Administrator
bbilyeu@co.collin.tx.us

RECREATIONAL FACILITY
1180 West Houston Street
Collin County, Texas 75409

In accordance with your request and authorization, we have completed an Appraisal Report of the captioned property for the purpose of developing an opinion of market value of the subject property. It is our intent to comply with the Uniform Standards of Professional Appraisal Practice (USPAP).

It should be noted that the undersigned have experience in appraising properties considered similar to the subject, in the subject market area, and therefore comply with the Competency Rule as outlined in USPAP.

The following report, plus the Addenda, sets forth our findings and conclusions. Maps, plats and photographs that are considered essential to explain the reasoning followed in making the appraisal have been included and the conclusions are expressed therein. Also, no hazardous materials or waste were noted upon inspection of the subject property. Please refer to the Basic Assumptions and Limiting Conditions section of this report.

USPAP Standards Rule 1-2(h) states that an appraiser must identify the scope of work necessary to complete an assignment. The scope of work is acceptable when it is consistent with: (1) the expectations of participants in the market for the same or similar appraisal services; and (2) what the appraiser's peers' actions would be in performing the same or similar assignment in compliance with USPAP. In the case of the subject property, both of these USPAP criteria have been met.

NOTEWORTHY POINTS

- The subject site is 427.009-acres (18,600,623 SF) of land improved with a variety of improvements associated with operation of the *YMCA Collin County Adventure Camp* totaling 80,530 SF, along with various ancillary site improvements.
- The subject displays a management agreement between *Collin County* and the *Young Men's Christian Association of Metropolitan Dallas* in which the County allows the YMCA to operate an outdoor youth camp at its own expense. Given that the YMCA does not pay rent and that there is no formal lease agreement, only the fee simple value is analyzed herein.
- The subject is not currently under contract nor listed for sale.
- The Sales Approach was fully developed herein, analyzing the subject both with and without a deed restriction, as further described herein. The omission of the Cost and Income Approaches is not considered to, in any way, reduce the credibility of the value conclusions herein. The Cost Approach would provide a less credible indication of value given the subjectivity in estimating physical depreciation given the aged improvements constructed 18 years ago (2006) and additionally, the difficulty in accurately quantifying any functional obsolescence that is present due to the purpose-built special-use nature of the subject improvements. The Income Approach was not utilized given that similar facilities are predominantly owner-occupied or are public use facilities and are not leased.
- **Reader is referred to the *Extraordinary Assumption* and *Hypothetical Condition* in the Scope of Work section herein.**

The appraisal, subject to the assumptions and limiting conditions as expressed herein and conducted according to the Uniform Standards of Professional Appraisal Practice, led us to develop the opinion of market value of:

VALUE CONCLUSION			
Status	Interest	Date	Value
As Is - No Deed Restriction	Fee Simple	May 21, 2025	$11,750,000
As Is - Deed Restriction	Fee Simple	May 21, 2025	$7,260,000

It is emphasized that the above value indication <u>does not</u> include any FF&E, business value, and/or goodwill.

Support and explanation for our value conclusion is explained in detail in the contents of the attached report. It has been a pleasure to assist you, and if we can be of service to you in the future, please let us know.

Lowery Property Advisors, LLC

MARK LOWERY, MAI, AI-GRS, CCIM, MRICS
Texas State Certified General Real Estate Appraiser
Certificate No. TX1334103-G
mark@lowerypa.com

MICHAEL A. MCLAIN, MAI, R/W-AC
Texas State Certified General Real Estate Appraiser
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DANIELLE WATKINS, MAI
Texas State Certified General Real Estate Appraiser
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SALIENT DATA

GENERAL

Date of Valuation	May 21, 2025
Date of Inspection	May 21, 2025
Property Rights	Fee Simple

SITE

Location	The subject is located on the north side of West Houston Street, just west of Farm to Market 3133, and just east of County Road 480. The address associated with the subject is 1180 West Houston Street, Collin County, Texas 75409.
Site Description	The subject site is comprised of eight (8) contiguous parcels totaling 427.009-acres (18,600,512 SF) and is irregular in shape with rolling topography. There are three (3) lakes located on the subject site: Harris Lake, Willow Lake, and Lindberg Lake. Only a small portion of Harris Lake is located on the subject, the majority of Willow Lake is located on the subject, and the entirety of Lindberg Lake is on the subject site. **Floodplain is noted.** Reader is referred to the *Site Description* section for further details.
Legal Description	Block 2, Abstract 784, Tract 84, John Rowland Survey Block 1, Abstract 784, Tract 12, John Rowland Survey Block 4, Abstract 289, Tracts 23 and 30 G. W. Daniels Survey Block 3, Abstract 289, Tracts 27,28, 32 and 55, G. W. Daniels Survey
Zoning	Not Zoned

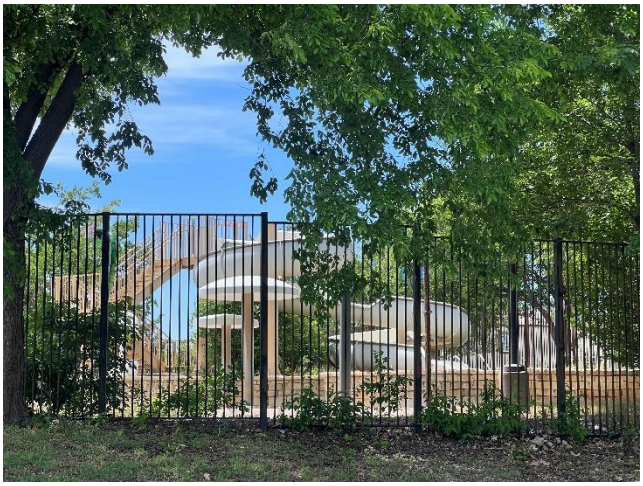
IMPROVEMENTS

General Description	The subject site is improved with a variety of improvements associated with operation of the *YMCA Collin County Adventure Camp* totaling 80,530 SF, along with various ancillary site improvements. The improvements consist of an administration building, dining hall, education building, health care building, boat storage building, maintenance warehouse, student cabins, teacher cabins, staff residences, restroom buildings, and a pool house. The subject also displays various site improvements consisting of an amphitheater, swimming pool, climbing apparatus, activity pavilions, program shelters, two (2) zip lines, fishing docks, hiking trails, and an archery range. Overall, the subject improvements are of average quality of construction and in average condition. Reader is referred to the *Improvements* section for further details.
Gross Building Area	**80,530 SF**
Year of Construction/Renovations	2006 / Various Renovations Since
Quality of Construction	Average
Condition of Improvements	Average
Land to Building Ratio	230.98:1

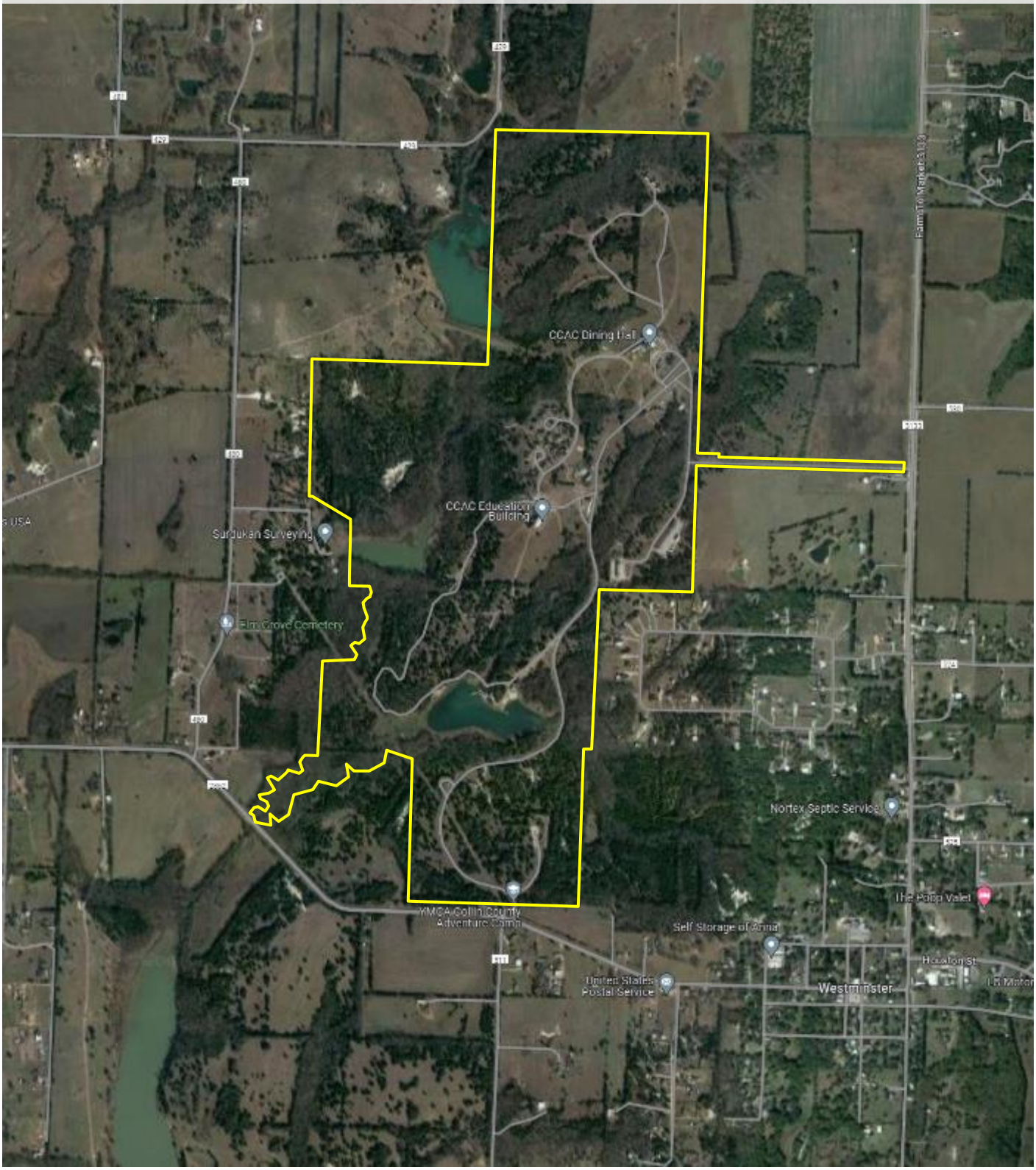
HIGHEST & BEST USE

As Vacant – No Deed Restriction	Rural residential, agricultural, and/or recreational use
As Improved – No Deed Restriction	Rural residential, agricultural, and/or recreational use
As Improved – Deed Restriction	Continued use as a recreational facility

SUBJECT PHOTOS



AERIAL


CCAC Dining Hall
CCAC Education Building
Surdukan Surveying
Elm Grove Cemetery
Nortex Septic Service
The Polo Valet
YMCA Collin County Adventure Camp
Self Storage of Anna
United States Postal Service
Westminster
Houston St

INTRODUCTION

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report. Furthermore, as agreed upon with the client prior to the preparation of this appraisal, this is an appraisal as set forth by USPAP.

TYPE OF VALUE

The value definition employed in this report is *Market Value* as defined in 12 CFR - Part 34.42 (FIRREA), Department of the Treasury, Office of the Comptroller of the Currency.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Intended Use	Evaluation of assets.
Intended User	Collin County c/o Bill Bilyeu
Client	Collin County c/o Bill Bilyeu
Interest Valued	Fee Simple
Date of Valuation	May 21, 2025
Date of Inspection	May 21, 2025
Date of Report	May 23, 2025

SCOPE OF WORK

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied. In preparing this appraisal, the appraisers did the following:

- Inspected the subject property;
- Searched the applicable market area for comparable market data. We utilized multiple sources including but not limited to: *Costar, Loopnet*, area brokers, local MLS, as well as our proprietary database.
- Interviewed landowners and local brokers familiar with the subject area and considered their insight of the current market and transactions;
- Obtained information from surrounding counties and area jurisdictions regarding zoning, taxes, property history, flood plain, utilities, etc.
- The Sales Approach was fully developed herein, analyzing the subject both with and without a deed restriction, as further described herein. The omission of the Cost and Income Approaches is not considered to, in any way, reduce the credibility of the value conclusions herein. The Cost Approach would have provided a less credible indication of value given the subjectivity in estimating physical depreciation given the aged improvements constructed 18 years ago (2006) and additionally, the difficulty in accurately quantifying any functional obsolescence that is present due to the purpose-built special-use nature of the subject improvements. The Income Approach was not utilized given that similar facilities are predominantly owner-occupied or are public use facilities and are not leased. The inclusion or exclusion of approaches to value was determined by LPA and not our client.
- To develop an opinion of value, the appraiser performed an appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice.

Extraordinary Assumptions & Hypothetical Conditions

It is emphasized that per USPAP, "*the use of extraordinary assumptions and or hypothetical conditions may have affected assignment results." These terms are defined as follows:*

Extraordinary Assumption *"an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions." This report is made with the following extraordinary assumption(s):*

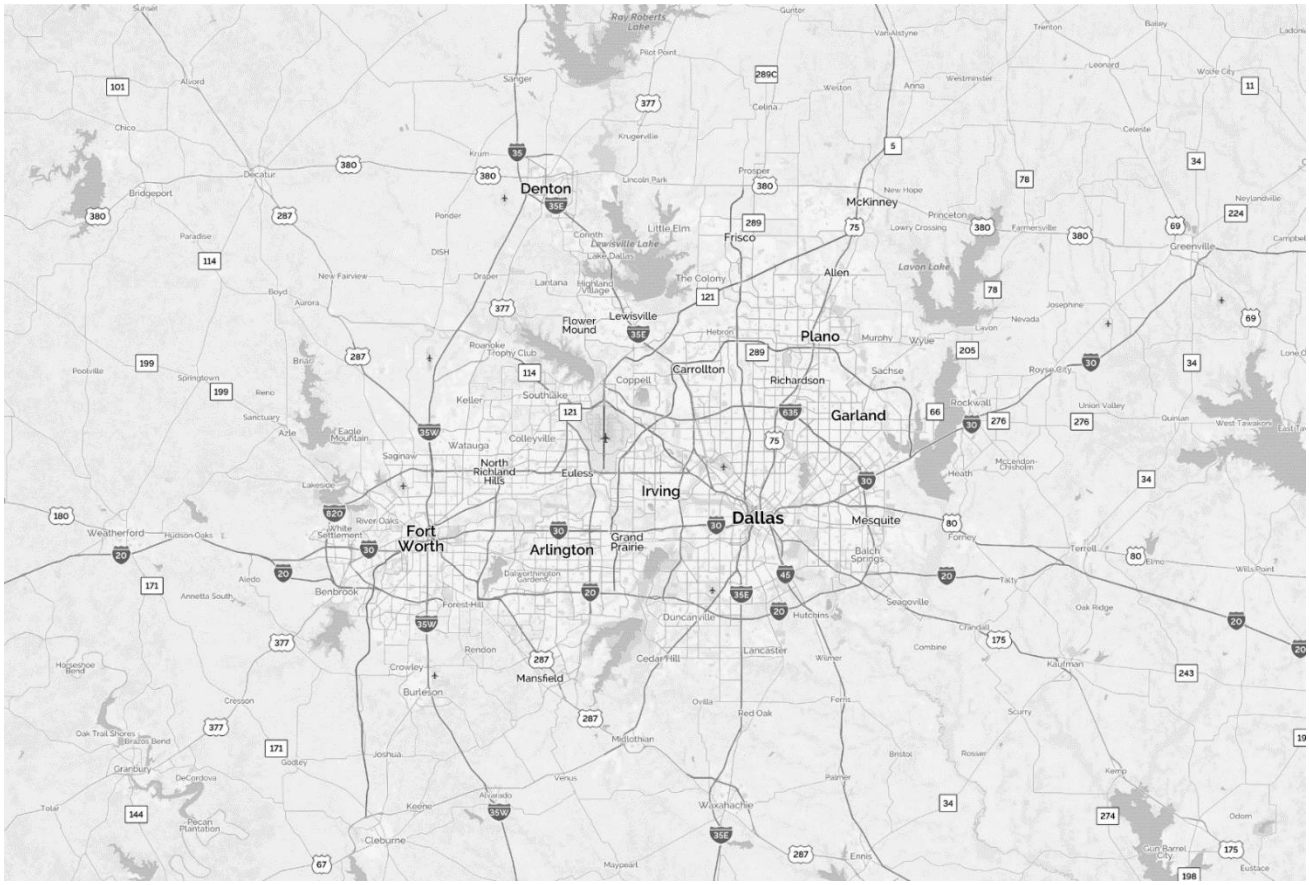
- **It is noted that the appraiser performed an exterior only inspection on the property and that the interior condition is assumed to be similar to that as observed during the last inspection of the property on April 23, 2024.**

Hypothetical Condition, *"a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." This report is made with the following hypothetical condition(s):*

- **Given the appraisal problem to be solved being to determine the market value of the property as though a deed restriction were in place, the "as is" market value with the deed restriction is predicated on a hypothetical condition. This value scenario analyzes the subject property as though a deed restriction were currently in place as of the effective date of value, although there is not currently a deed restriction in place. Per information provided by the client, the deed restriction would require that the subject be used as an outdoor education camp for the school aged children in Collin County. The deed restriction would also permit the operator to run the facility for summer camps, corporate retreats, and/or reunions.**

REGIONAL

The subject is located within the Dallas/Fort Worth Consolidated Metropolitan Statistical Area (CMSA), otherwise more commonly referred to as the Metroplex. The CMSA is made up of twelve contiguous counties in North Central Texas.



DEMOGRAPHICS

Based on estimates from Moody's Analytics, the current population of the DFW area is 8,276,500, making it the largest metropolitan area in the South. The Dallas–Fort Worth–Arlington MSA is, by population, the largest metropolitan area in Texas, the largest in the South, the fourth largest in the United States, and the tenth largest in the Americas. The NCTCOG considers 16 counites to be part of the DFW Metroplex. Most of the total growth of the area occurred in the four largest counties, including Dallas, Tarrant, Collin, and Denton. The Metroplex is projected to have fourth largest gross metropolitan product (GMP) in the United States with a projected total of $620.6 Billion and is approximately the tenth largest by GMP in the world.

ECONOMICS

Dallas – Plano – Irving MSA

Revised data indicate that job growth in Dallas-Plano-Irving has come to a standstill recently, falling behind the national average. This is unusual for an area known for its rapid expansion. The primary area of decline has been in essential professional services, with notable decreases also seen in hospitality and transportation services. Financial services have decelerated, though they are still slightly outperforming the national industry. The unemployment rate has been stable in the range of 3.8%, essentially equal to the national rate. However, labor force growth has slowed, though it is still a bit above the national pace. The housing market is sending mixed signals, with new permits for single-family units rising while permits for multifamily units are falling. House prices are rising faster than the Texas average but more slowly than the national average.

The slowdown in professional services will continue over the coming quarters, consistent with the national deceleration in economic activity. Elevated costs of borrowing and weak global economic activity are taking their toll. However, ultimately the metro division's fundamental strengths will return the industry to growth. Over the past several decades, numerous large employers have either relocated to or expanded in Dallas. These include Toyota, AT&T, Texas Instruments, defense manufacturers, airlines, major banks and others. Drivers have included a lower cost of doing business than in most other comparably large metro areas and the well-developed transportation network. Consequently, there has been a significant influx of young professionals, and the presence of a highly educated workforce has further attracted more business relocations. In particular, high-tech employment is an above-average share of the total, and the absolute number of such workers exceeds that in Austin.

Financial services will advance, albeit slowly, even in the high-interest-rate environment. Employment managed to grow by nearly 2% over the course of 2023, twice the national average, though it has decelerated more recently. Elevated borrowing costs have limited gains in conventional lending for mortgages and car loans. Longer term, the prospects are more promising. The reason is that local banks also engage in investment banking and portfolio management. Over the years, the metro division has grown into a major financial hub, with industry employment now second only to New York City. As a result, large institutions continue to invest. In October 2023, Goldman broke ground on a new 800,000 sq. ft. building in Dallas that will have the capacity to house up to 5,000 employees. In September, Wells Fargo broke ground on its new campus. Both companies project sizable increases in local payrolls.

Homebuilding will advance at a moderate pace over the coming year, despite still-high mortgage rates in the range of 7%. One reason is that house prices have continued to rise because of the low supply of homes on the market, though since Dallas's housing is more overvalued than the national average, increases will be less than the national average. More fundamentally, demographics remain strong, with population growth of 2% in 2023, far above the national average.

Strengths

- More corporate expansions and relocations than expected boost growth.
- Population growth boosts personal services more than expected.

Weaknesses

- Interest rates curb affordability, slowing the housing market.
- Office development lags longer than expected because of potential for remote work.

2019	2020	2021	2022	2023	INDICATORS	2024	2025	2026	2027	2028
389.4	391.5	431.1	449.9	469.9	Gross metro product (C12$ bil)	488.5	501.2	515.2	531.2	548.3
4.2	0.5	10.1	4.4	4.5	% change	4.0	2.6	2.8	3.1	3.2
2,691.7	2,611.5	2,744.1	2,932.5	3,031.7	Total employment (ths)	3,075.6	3,115.5	3,144.7	3,171.7	3,199.6
2.8	-3.0	5.1	6.9	3.4	% change	1.4	1.3	0.9	0.9	0.9
3.3	7.1	5.0	3.5	3.7	Unemployment rate (%)	3.7	3.7	3.6	3.6	3.6
6.7	5.6	11.2	6.7	6.2	Personal income growth (%)	6.1	5.4	5.4	5.4	5.5
73.8	75.9	80.0	85.6	89.8	Median household income ($ ths)	92.5	95.7	98.9	102.2	105.6
5,081.4	5,151.2	5,222.8	5,323.4	5,425.3	Population (ths)	5,512.2	5,589.5	5,663.3	5,737.8	5,813.0
1.6	1.4	1.4	1.9	1.9	% change	1.6	1.4	1.3	1.3	1.3
46.3	41.2	50.6	72.8	68.5	Net migration (ths)	52.6	44.7	41.7	42.9	44.0
25,311	31,769	38,575	31,097	30,442	Single-family permits (#)	28,864	27,835	29,468	29,384	28,879
18,295	11,029	18,846	25,267	19,014	Multifamily permits (#)	18,893	20,401	20,789	21,038	20,716
4.1	3.8	15.0	22.6	3.9	FHFA house price (1995Q1=100)	1.4	-0.9	-0.1	0.6	1.3

Moody's Analytics

Fort Worth – Arlington MSA

Revised data shows that Fort Worth-Arlington job growth has been slower than that of the U.S. in recent months. Just about every private-sector industry is underperforming its national counterpart, especially core manufacturing. The weak April Texas Manufacturing Outlook Survey corroborates this trend. The unemployment rate has been stable in the range of 3.8% for the past year. On the positive side, labor force growth has been modestly higher than that of the nation. Housing market data have been subdued. House price increases have been much slower than the national average and single-family permits have been flat for a year.

The near-term prospects for a strong revival of heavy industry are low. One reason is that exports, a major source of the demand for manufacturing, have been slow over the past year because global growth has been relatively soft. Further, high interest rates resulting from the Federal Reserve's fight against inflation have kept the value of the dollar elevated, making U.S. goods less competitive. Also contributing to the weakness has been the slow pace of energy exploration, even though Fort Worth produces equipment and supplies for drilling.

Additionally, there have been technical problems in the delivery of Lockheed's F-35 joint strike fighter, the largest segment of the metro division's factory output. Specifically, delays in federal certification of Technology Refresh 3 (TR-3) upgrades have held up shipments of the aircraft. The original expectation had been that more than 150 planes would be delivered in 2024, but that has been scaled back to about 100. The good news is that demand remains high. In addition to the Department of Defense, the Czech Republic and Greece have bought planes in the past half year. Lockheed still estimates that 2,000 planes will ultimately be delivered, with about 1,000 built to date, supporting manufacturing in the metro division in coming years.

Homebuilding will grow slowly over the coming year, as mortgage rates remain elevated for longer than expected. New permits for single-family homes dropped by more than half during 2022, more than the national decline. Subsequently, after a modest recovery in early 2023, they have been flat. New multifamily permits have had a comparable drop. House price increases have also been much slower than the national or Texas averages, in the 2% range. Longer term, once interest rates finally decline, the Fort Worth housing market should grow at an above-average pace, lifted by strong demographics. Population rose 1.8% in 2023, much more than the national rate. Additionally, Fort Worth has better affordability than neighboring Dallas, supporting the ability to live in Fort Worth and commute.

High interest rates will also take their toll on financial institutions in the near term. Revised data show that following the early-2023 failures of several banks outside of Fort Worth, local institutions shed jobs during the second half of the year. Longer term, the prospects are better. In recent years, a number of community banks headquartered in slow-growing states like Missouri, Arkansas, Oklahoma and Pennsylvania set up new regional operations in Fort Worth to take advantage of the metro division's trend growth.

Strengths

- Homebuilding rebounds more than expected because of low supply of existing homes for sale.
- Military aircraft deliveries rebound more strongly as technical issues resolve.

Weaknesses

- Banking weakens because of elevated interest rates.
- Energy-related manufacturing slow to rebound because of decline in oil prices.

2019	2020	2021	2022	2023	INDICATORS	2024	2025	2026	2027	2028
145.0	139.2	149.9	154.9	163.7	Gross metro product (C12$ bil)	171.0	175.7	180.9	186.8	193.0
1.6	-4.0	7.7	3.4	5.7	% change	4.5	2.7	2.9	3.3	3.4
1,096.4	1,056.2	1,097.7	1,159.3	1,196.9	Total employment (ths)	1,217.1	1,233.4	1,245.5	1,256.7	1,268.3
2.8	-3.7	3.9	5.6	3.2	% change	1.7	1.3	1.0	0.9	0.9
3.3	7.3	5.2	3.6	3.7	Unemployment rate (%)	3.7	3.5	3.5	3.5	3.5
2.9	5.3	12.9	4.4	5.8	Personal income growth (%)	6.0	4.9	5.0	5.1	5.2
68.4	70.5	72.7	75.9	79.0	Median household income ($ ths)	81.2	84.0	86.8	89.7	92.7
2,557.8	2,586.2	2,618.7	2,669.3	2,720.6	Population (ths)	2,764.3	2,803.2	2,840.4	2,877.9	2,915.7
1.2	1.1	1.3	1.9	1.9	% change	1.6	1.4	1.3	1.3	1.3
16.4	17.7	25.0	40.8	38.2	Net migration (ths)	30.2	26.2	24.8	25.4	26.1
9,849	12,646	13,649	12,979	11,901	Single-family permits (#)	11,688	11,969	12,720	12,698	12,466
9,500	5,778	7,927	8,982	5,359	Multifamily permits (#)	6,382	5,620	6,297	6,891	6,915
4.9	4.5	15.3	21.7	3.2	FHFA house price (% Change)	-0.3	-1.3	-0.1	0.7	1.4

Moody's Analytics

TRANSPORTATION

Dallas / Fort Worth International Airport

The Dallas/Fort Worth International Airport, located between the cities of Dallas and Fort Worth, is the largest and busiest airport in the state of Texas. DFW is the second largest airport in the country and sixth largest in the world. It is the fourth busiest airport in the world in terms of aircraft movements and the fifteenth busiest airport in the world in terms of passenger traffic. Every major city in the continental U.S. can be reached within four hours. American Airlines, based in Fort Worth, has its headquarters adjacent to DFW Airport. As of January 2020, DFW Airport has service to a total of 260 destinations, including 67 international and 193 domestic destinations with the U.S. In surpassing 200+ total destinations, DFW joined a select group of airports worldwide with that distinction. As of January 2020, the airport has more non-stop domestic destinations than any other airport in the U.S. In March 2020, DFW earned the title of Best Large Airport by Airports Council International, for the second year in a row.

Dallas Love Field Airport

Love Field Airport (IATA airport code: DAL) is a city-owned public airport six (6) miles northwest of downtown Dallas, Texas. It was Dallas' main airport until 1974 when Dallas/Fort Worth International Airport (DFW) opened. All Southwest Airlines' flights to and from Dallas go through Love Field, with the airline's corporate headquarters being located close by the airport. Southwest Airlines is the largest carrier in the world in terms of passengers carried. Seven full service fixed base operators (FBOs) provide general aviation service: fuel, maintenance, hangar rentals, and charters. Some also provide meeting rooms, car rentals, limousine service and restaurants. The Love Field Modernization Program (LFMP), a $519 million modernization project, began in early 2009 to construct a new building that would house 20 gates at DAL, as well as a remodeled lobby, an expanded baggage claim area and a new ticketing wing. The newly renovated Love Field Airport re-opened in the Fall of 2014. A new seven story parking garage connected to the existing terminal opened in November 2018. Its capacity is 5,300 cars and cost $208 million to construct.

Texas Department of Transportation

The Dallas-Fort Worth area has thousands of lane-miles of freeways and interstates. The Metroplex has the second largest number of freeway-miles per capita in the nation, behind only the Kansas City Metropolitan Area. Like most major metropolitan areas in Texas, most interstates and freeways have frontage roads where most of the city's businesses are located. these access roads have slip ramps that merge onto the freeways and interstates. North-south Interstates include I-35, which stretches all the way to Minnesota and I-45, which provides easy access to Houston. East-west routes include I-30, which connects DFW to Little Rock, Arkansas, and I-20, which stretches all the way to South Carolina. I-35 splits into I-35E and I-35W from Denton to Hillsboro: I-35W goes through Fort Worth while I-35E goes through Dallas. HOV lanes currently exist along I-35E, I-30, I-635, US 67, and US 75. I-20 bypasses both Dallas and Fort Worth to the south while its loop, I-820, loops around Fort Worth. I-635 splits to the north of I-20 and loops around east and north Dallas, ending at SH 121 north of DFW Airport. I-35E, Loop 12, and Spur 408 ultimately connect to I-20 southwest of Dallas, completing the west bypass loop around Dallas.

Dallas Area Rapid Transit

Dallas Area Rapid Transit, which includes light rail and bus service, features the nation's longest light-rail network and enables easy access to key job centers in Dallas and its suburbs. DART also provides convenient light-rail access to Dallas Fort Worth International Airport and interfaces with the Texas Railway Express (TRE). The TRE is an intercity commuter train that transports passengers between downtown Dallas and Fort Worth, with stops at several "mid-cities" suburbs in between. Fort Worth residents are served by the T, which also connects to the TRE. The Denton County Transportation Authority (DCTA) operates its A-Train, which connects DART riders in Carrollton to five stations ending in Denton. Additional public transportation options in the area include the TEXRail commuter rail line extending from downtown Fort Worth into Terminal B at the Dallas Fort Worth International Airport, which opened in January 2019, and an on-demand ridesharing provided by a partnership between Arlington and Via that launched in December 2017. Via is an on-demand transit system that services the city of Arlington which takes multiple passengers heading in the same direction and books them into a shared vehicle.

CONCLUSION

Dallas-Plano-Irving will advance no faster than the nation over the coming year, as elevated interest rates limit gains in professional and financial services. Longer term, above-average population growth and the concentration of corporate headquarters, technology businesses and financial services will contribute to an above-average performance. Fort Worth-Arlington will grow more slowly than the nation over the coming year, as manufacturing lags. Longer term, above-average population growth, a diversified manufacturing base, and lower business costs and costs of living relative to Dallas will support above-average gains.
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NEIGHBORHOOD

A neighborhood is typically a segment of a community, city or town which is a homogeneous grouping of individuals, buildings or business enterprises within the larger community. A neighborhood has three stages of life and possibly a fourth. They are (1) integration (the development stage), (2) equilibrium (the static stage), (3) disintegration (the declining or decaying stage), and possibly (4) a redevelopment or rejuvenation state or period and continuance of the neighborhood life cycle.

ACCESS

The subject is located in the Anna ETJ, Collin County, Texas. Access to the subject neighborhood is considered excellent due to the presence of the Dallas/Fort Worth freeway system. Central Expressway (75) is located west of the subject and provides excellent north-south transportation in the eastern portion of the Dallas/Fort Worth Metroplex.

There are a two major roadway projects that are currently underway within the city limits of Anna. The expansion of US Highway 75 from Melissa Road to just north of Farm to Market Road 455 includes a redesign of the interchange and bridge over the highway. This $79 million dollar project was executed on March 16, 2016 and was projected to take 884 days (~29 months) to complete. The City has approximately 2.25 miles of water lines that are being relocated as part of the project and the Anna City Council recently approved an Inter-local Agreement (ILA) with Collin County related to funding for the Utility Relocation Project. Furthermore, the subject's fronting roadway, Farm to Market Road 455 (White Street), is in the final process of being ehanced. The project includes expansion of the aforementioned roadway from US Highway 75 to State Highway 5 from a 2-lane roadway to a 4-lane divided roadway with a grass center median. The project cost of $12,399,737 is being funded by Regional Toll Revenue .

GENERAL INFO

Anna is located on State Highway 5, Farm Road 455, and U.S. Highway 75 eleven miles northeast of McKinney in north central Collin County. Although Collin McKinney settled within a few miles of the future townsite in 1846, John L. Greer, who arrived in 1867, is credited with building the first home and store in the new community. The Houston and Texas Central Railway, at that time built between Dallas and Denison, passed through the area in 1873. By the time Anna was platted in 1883, it had a population of twenty, two stores, a steam gristmill, and a Baptist church. A post office also opened in that year. By 1890 the town had a population of 100 to 200. Anna was incorporated in 1913, with John L. Greer as first may.

ANNA TOWN CENTER & US 75 EXPANSION PROJECT

Located on the northeast corner of Highway 75 and Farm to Market Road 755 is the 115-acre Walmart anchored Anna Town Center. Future development from Starbucks, Chick-fil-A, Firestone, Holiday Inn, and more retail have already been confirmed. The development is presented by *Edge Realty Partners.* U.S. Highway 75 will be expanded from Melissa Road to just north of Farm to Market 455. The project was signed in March of 2016. The total project cost is reportedly estimated at $79 million.

ANNA TOWN SQUARE

Located on the northeast corner of Farm to Market Road 422 and South Powell Parkway (Highway 5) is the 600-acre master-planned community called *Anna Town Square*. The area will be developed with retail, medical, office, multi-family, and single-family developments. Currently Windsor Homes, Megatel, and DR Horton are development subdivisions within the master-planned community.

CRYSTAL PARK

Located on west side of North U.S. Highway, just north of County Road 284, *Crystal Park* is a proposed 390-acre mixed-use community. The area will be developed with multifamily apartments, commercial and retail, 969 residential homes with various community amenities, as well as a professional campus. Currently *Bloomfield Homes* & *Longtime North Texas* will develop the mixed-use community.

UTILITIES

The subject neighborhood is adequately served by all the typical utilities, including water, sewer, electric service, natural gas, private well and septic and public telephone. No shortages of utility service in the developed portions of the neighborhood were reported and lack of utilities has not been detrimental in the development of the area. Major utility companies servicing the neighborhood include the city of Anna, TXU Gas Company, and TXU Electric Company.

NUISANCES & HAZARDS

Nuisances and hazards are limited in the subject neighborhood. Vibration, smoke, smog, odors and intense noise are basically related to vehicular traffic along the major thoroughfares. As in any area, traffic density poses problems ranging from congestion to noise. These problems are not severe and are a natural part of most communities.

LIFE CYCLE

Each neighborhood has a unique and dynamic quality all its own, given man's unique imagination, design and development of an area. This quality is described as a "life cycle," which is identified in *The Appraisal of Real Estate* as evolving through the following four stages.

Growth	Neighborhood gains public favor and acceptance
Stability	Equilibrium without marked gains or losses
Decline	Diminishing demand
Revitalization	Renewal, modernization and increasing demand

The subject neighborhood appears to be in the **growth** period of its life cycle. The immediate area is rural in nature within Collin County and is considered to be approximately 30% developed. Properties appear to range in age from new to over 50 years.

CONCLUSION

The subject neighborhood is located in Anna ETJ, Collin County, Texas. Demand for virtually all types of real estate in this area has been mostly stable in recent years. The future growth of the neighborhood relies heavily upon the overall strength of the real estate market within the entire Dallas/Fort Worth area. The subject property displays good locational attributes in the defined neighborhood and should benefit from any positive economic conditions experienced by the immediate area.

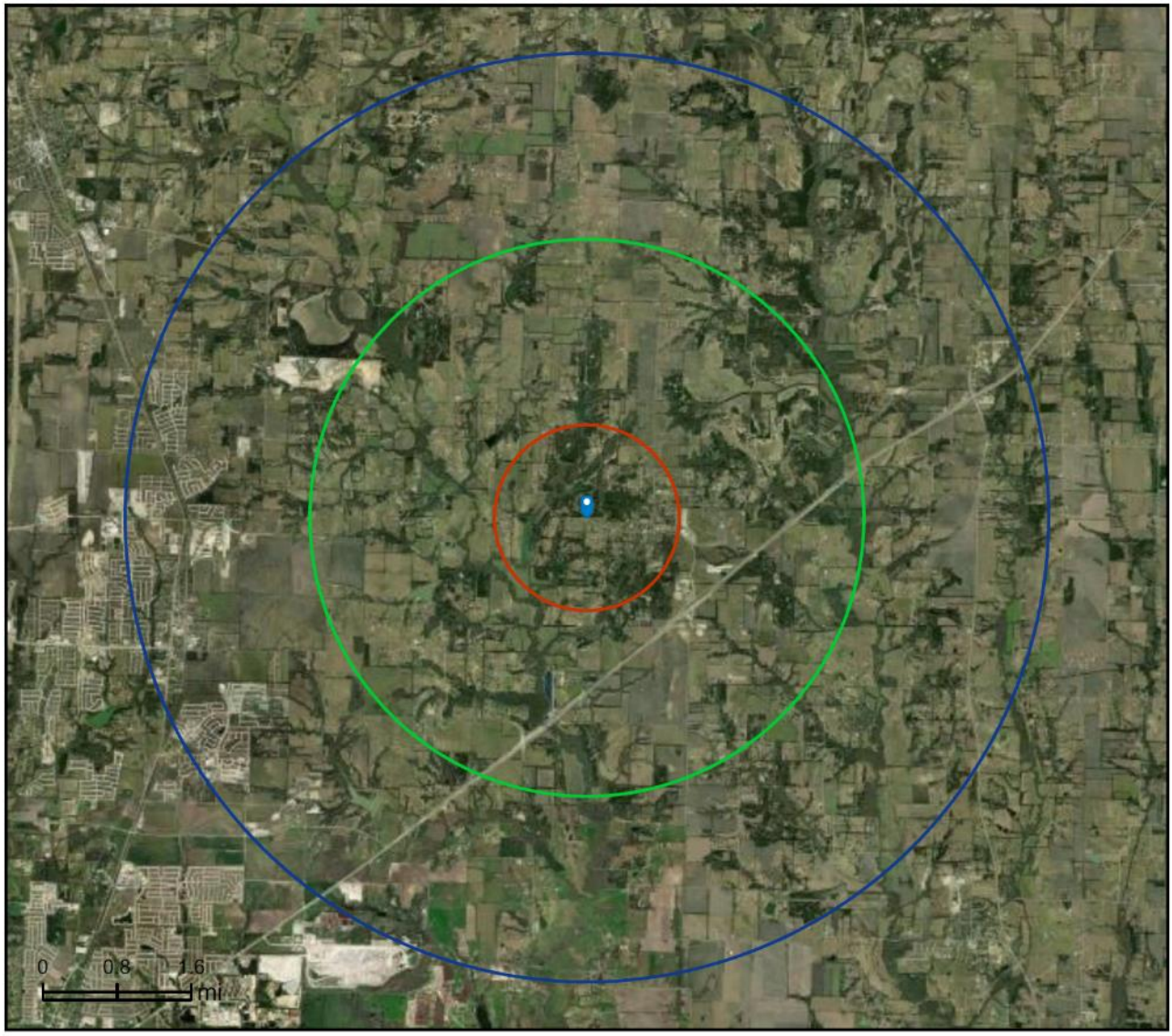
DEMOGRAPHICS

The following pages summarize data generated by the STDB.

Site Map

1180 W Houston St, Anna, Texas, 75409 2
1180 W Houston St, Anna, Texas, 75409
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 33.36469
Longitude: -96.47378



Demographic and Income Profile

1180 W Houston St, Anna, Texas, 75409 2
1180 W Houston St, Anna, Texas, 75409
Ring: 3 mile radius

Prepared by Esri
Latitude: 33.36469
Longitude: -96.47378

Summary	Census 2010	Census 2020	2024	2029
Population	1,625	2,101	2,139	2,449
Households	568	724	746	846
Families	438	557	557	627
Average Household Size	2.86	2.90	2.87	2.89
Owner Occupied Housing Units	483	614	649	712
Renter Occupied Housing Units	84	110	97	135

Trends: 2024-2029 Annual Rate	Area	State	National
Population	2.74%	1.09%	0.38%
Households	2.55%	1.36%	0.64%
Families	2.40%	1.26%	0.56%
Owner HHs	1.87%	1.82%	0.97%
Median Household Income	5.09%	2.65%	2.95%

	2024		2029	
Households by Income	Number	Percent	Number	Percent
<$15,000	73	9.8%	58	6.9%
$15,000 - $24,999	50	6.7%	33	3.9%
$25,000 - $34,999	62	8.3%	47	5.6%
$35,000 - $49,999	28	3.8%	26	3.1%
$50,000 - $74,999	110	14.7%	111	13.1%
$75,000 - $99,999	100	13.4%	115	13.6%
$100,000 - $149,999	100	13.4%	129	15.2%
$150,000 - $199,999	100	13.4%	151	17.8%
$200,000+	122	16.4%	177	20.9%
Median Household Income	$85,644		$109,754	
Average Household Income	$122,481		$150,365	
Per Capita Income	$44,173		$54,546	

Demographic and Income Profile

1180 W Houston St, Anna, Texas, 75409 2
1180 W Houston St, Anna, Texas, 75409
Ring: 3 mile radius

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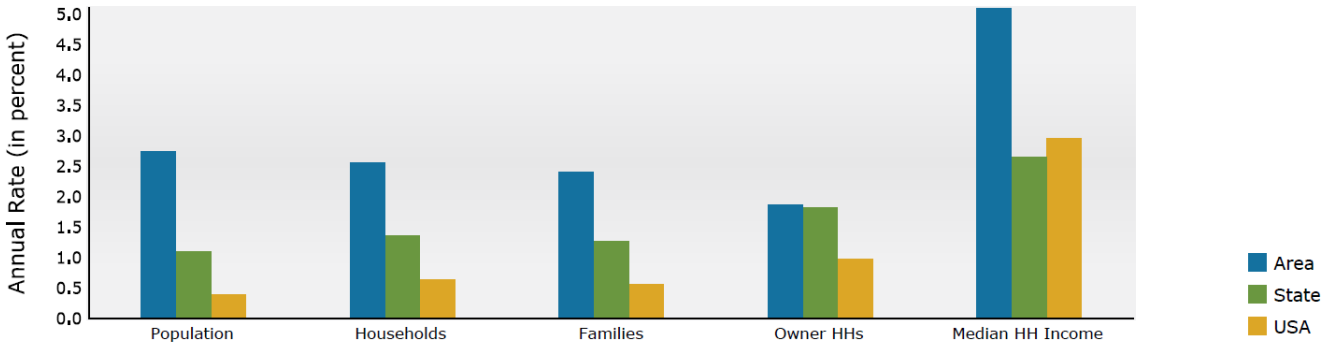
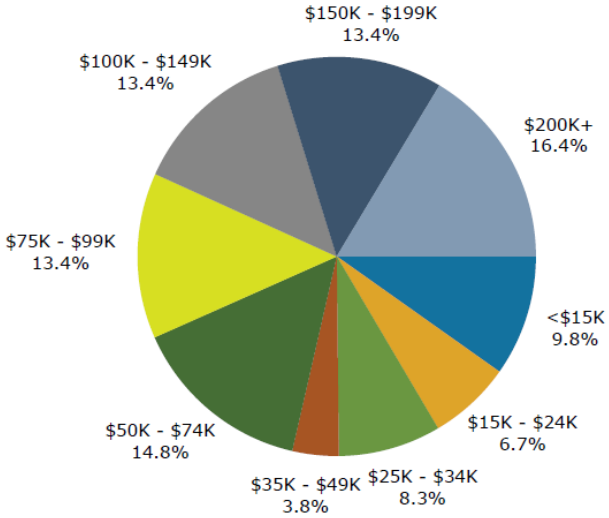
Trends 2024-2029



2024 Household Income



ECONOMIC UPDATE

LPA is committed to monitoring the current economic environment. The following section analyzes several current economic factors such as the lingering effects of COVID-19, inflation, gas prices, supply chain issues, unemployment, etc. and the effects on commercial real estate.

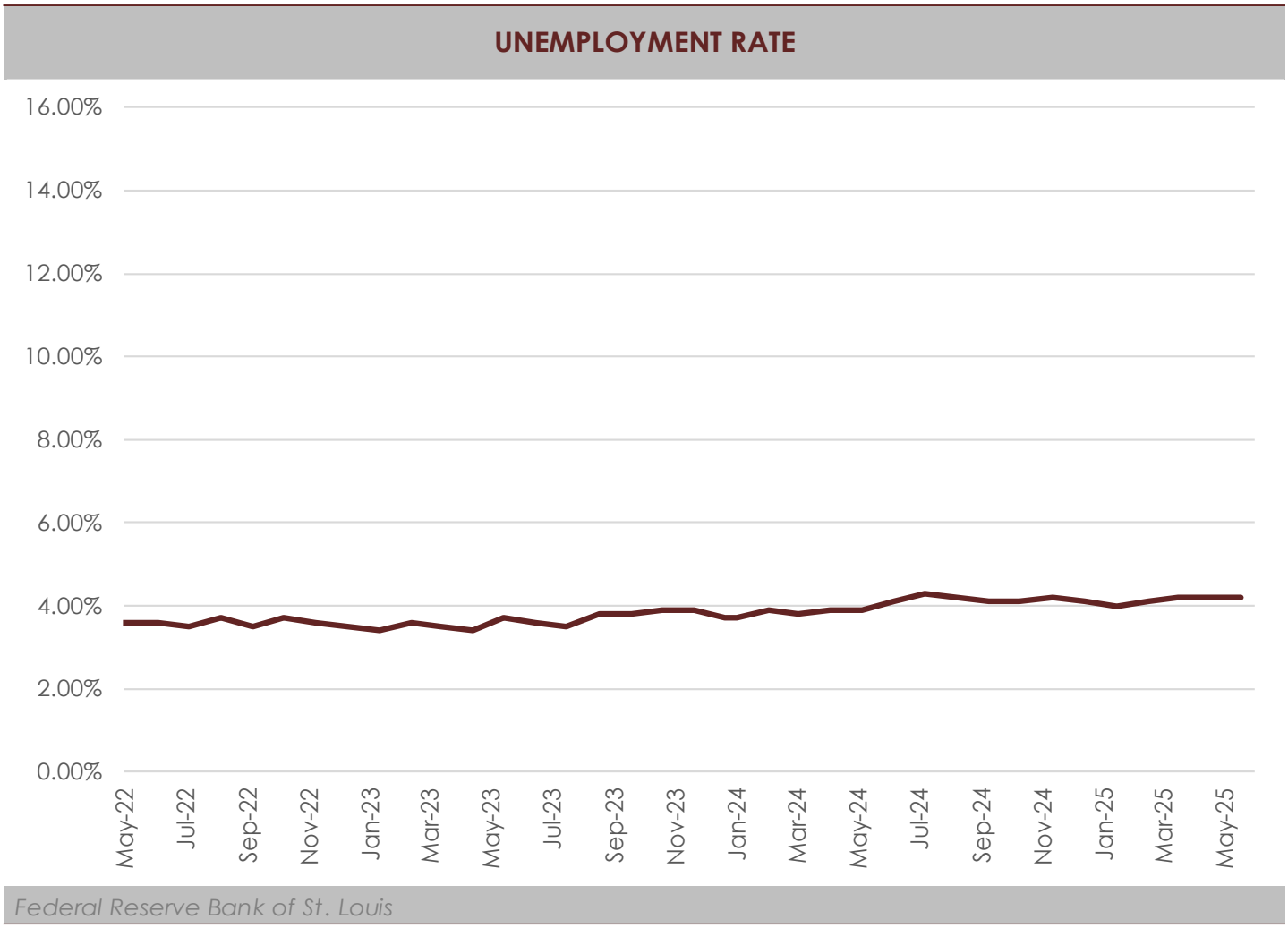
COVID-19

As COVID-19 began in 2020, unemployment reached a high of 14.7%. GDP declined 34% in Q2 2020, The CARES Act, enacted shortly after the beginning of COVID, was a shot in the arm of the U.S. economy. Throughout 2020 and as we entered 2021, the economy began to ease slightly. In 2021 the U.S. began offering four vaccines: Johnson & Johnson, Pfizer, Moderna, and Novavax. The U.S. government enacted various monetary and fiscal policies to assist the economy, such as $377 billion in emergency grants and loans for small businesses and decreasing the federal fund rate. Outlined below is a timeline of important events in the history of the pandemic.

Jan 2020	The first instance of the coronavirus is seen in the U.S.
Mar 2020	The World Health Organization declares COVID-19 a worldwide pandemic.
Mar 2020	President Trump signs a $2 Trillion economic stimulus bill.
Feb 2021	Pfizer, Moderna, and Johnson & Johnson vaccine all approved for emergency use.
Mar 2021	Congress passes the American Rescue Plan, the largest stimulus bill to date.
Mar 2022	The Federal Reserve raised interest rates for the first time since 2018 in order to combat rapid inflation.
May 2023	COVID-19 Public Health Emergency officially ended May 11th in the U.S.
Mar 2024	FDA working towards annual COVID 19 shot, similar to annual Flu shot.
Feb 2025	COVID-19 winter rates decrease as we slowly move toward spring.

UNEMPLOYMENT

The COVID-19 pandemic accelerated already emerging trends in slow labor force growth and higher demand for skilled labor. The number of jobless claims skyrocketed in March 2020, when the pandemic officially began, with official unemployment numbers reaching 23.1 million or 14.7%. Unemployment had steadily declined over the following months, with the unemployment rate reaching as low as 3.5% in 2023 - returning to pre-pandemic levels. In 2022, US employers added a total of 4.5 million new jobs, which is the second strongest year in the past 40 years after 2021. The majority of the new jobs were led by the leisure and hospitality industry as well as professional and business services. Despite the low unemployment rate and job creations, industries are still having problems being understaffed as people used COVID-19 to change jobs and careers, leaving holes in the industries they've left behind. Career changes and the need to work remotely have led to a worker shortage, especially in the food service and hospitality industries. The chart below shows the monthly unemployment rate since May 2022.



INFLATION

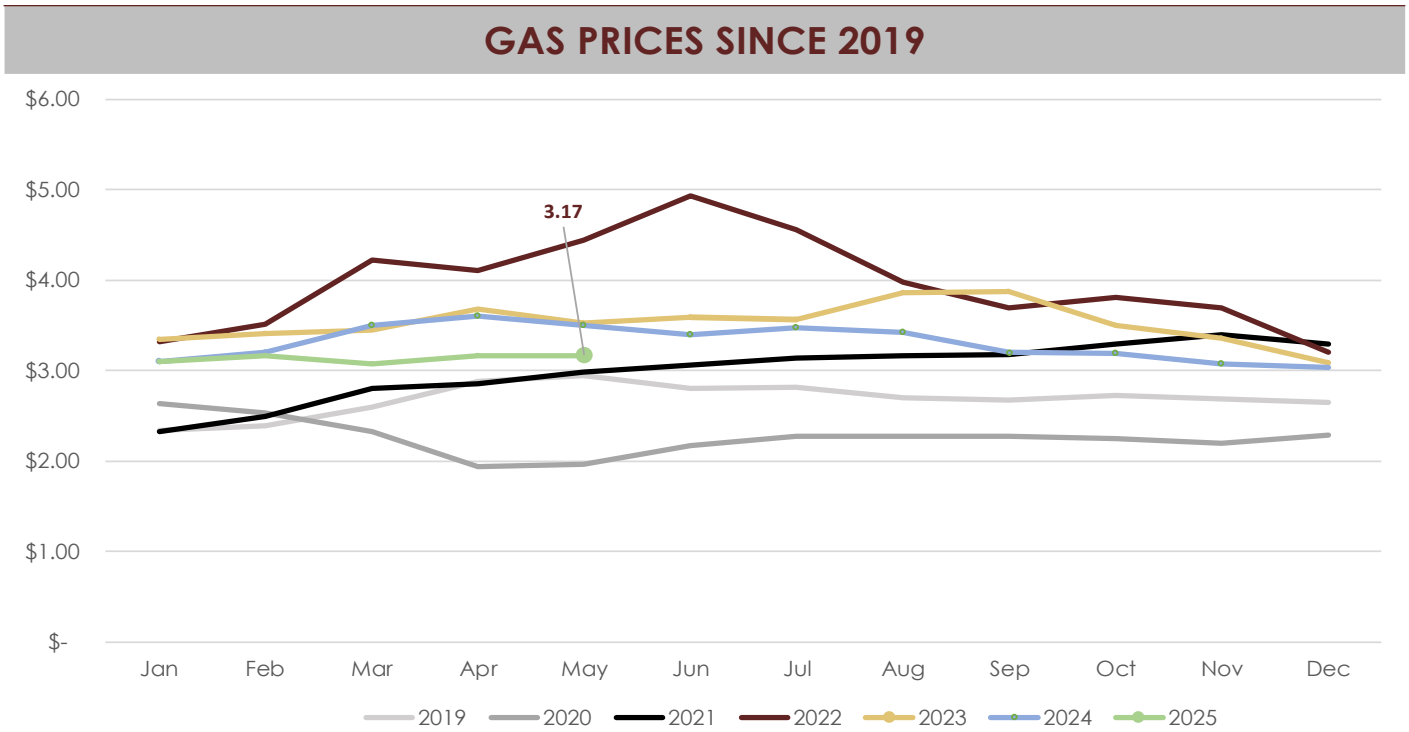
Inflation has hit the United States hard since the beginning of 2021. Inflation is the rate of increase in prices over a given period of time. The most common form of measurement is the Consumer Price Index (CPI). This measures the percentage change in price over a "basket" of goods and services in households. According to the U.S Bureau of Labor Statistics, the annual inflation rate in the U.S. has slowed more than expected to 3.2% in July 2023 from an over 40-year high of 9.1% in June 2022. The below chart using data from the U.S. Bureau of Statistics shows the inflation rate over the last 40 years and the increase of inflation in the U.S. since April 2020, and the start of the COVID-19 pandemic.

INFLATION SINCE 1982

U.S. Bureau of Statistics

GAS PRICES

Since early 2022, the national average gas price has generally remained above pre-pandemic levels, though there have been periods of decline. In mid-2022, prices dropped by 32 cents in July and 79 cents in August, followed by a 98-day streak of falling gas prices—the second longest on record behind the 115-day streak in 2014–2015. More recently, prices have fluctuated due to global supply chain shifts, geopolitical tensions, and changes in oil production. Currently, the national average remains volatile but has shown signs of stabilizing. The chart below illustrates the national average gas price per gallon over the past seven years.



U.S. Energy Information Administration

The sharp increase can be contributed to the Russia/Ukraine war as Russia is the 2nd largest exporter of oil in the world. Since beginning in February 2022, the Russia/Ukraine conflict has caused Russia to become heavily sanctioned, playing an important factor in the increase of gas prices. Although the U.S. is the world's leading gasoline producer, production has decreased since late 2019. Additionally, refineries closing at the beginning of COVID-19 have led to a decrease in operating oil refineries leading to higher demand than supply. Refineries increase their rates when demand is higher than supply due to the need of the product and the increased willingness of people to pay for that product.

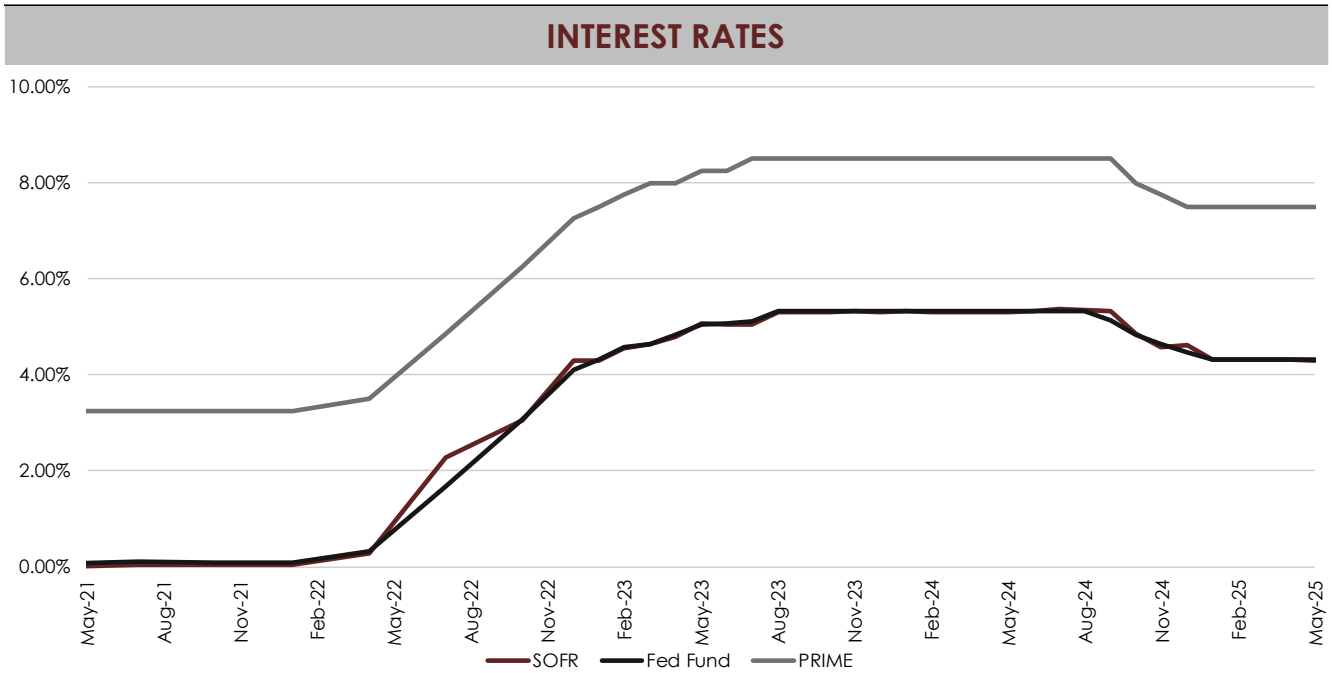
Some reasons for the sharp decrease in gas prices involve panic over inflation driving down prices, people driving less due to the high gas prices, and the Biden administration's release of emergency oil from the national stockpile.

INTEREST RATES

Prime Rate is individually determined by banks and often used as a reference rate (also known as the base rate) for several types of loans. Examples of the types of loans using this rate include credit card loans and small business loans. The prime rate is used by banks to lend to consumers and are fixed and typically do not change over extended periods of time.

Secured Overnight Financing Rate is a benchmark interest rate that institutions utilize for business and consumer loans. The Secured Overnight Financing Rate (SOFR) is the dominant benchmark rate after the US LIBOR panels ended on June 30, 2023. Unlike its predecessor, SOFR incorporates actual lending transaction data amongst institutions making it a more reliable source.

Federal Funds Rate is set by the Federal Open Market Committee (FOMC). This rate is the target at which excess reserves are lent and borrowed amongst commercial banks overnight. This rate influences short-term rates on credit cards and consumer loans as well as piquing investors' interest by impacting the stock market.



FedPrimeRate

To combat higher than average inflation, rates began increasing in early 2022. However, in September 2024, federal interest rates were cut by 50 basis points for the first time in four years. A second cut of 25 basis points followed in November 2024, and a third cut of 25 basis points was implemented in December 2024, reflecting a strategic shift in monetary policy aimed at easing financial pressures. Interest rates and capitalization rates typically move in tandem. The increased cost of capital often exerts upward pressure on capitalization rates, which can, but does not always, lead to market softening. LPA remains committed to monitoring and analyzing the ongoing impact of these rate adjustments on commercial real estate markets.

BANKING

Silicon Valley Bank became the 2nd largest bank collapse in U.S. history at the time (until First Republic Bank's collapse a month later) on March 10th, 2023. After the largest bank run in U.S. history, SVB was seized by the Federal Deposit Insurance Corporation (FDIC), and then sold to First Citizens Bancshares.

Signature Bank became the 3rd largest bank collapse in U.S. history at the time, following SVB's collapse days prior. Unable to bounce back from the combination of the crypto exchange FTX's collapse and SVB's collapse, Signature experiences a bank run and ultimately collapses.

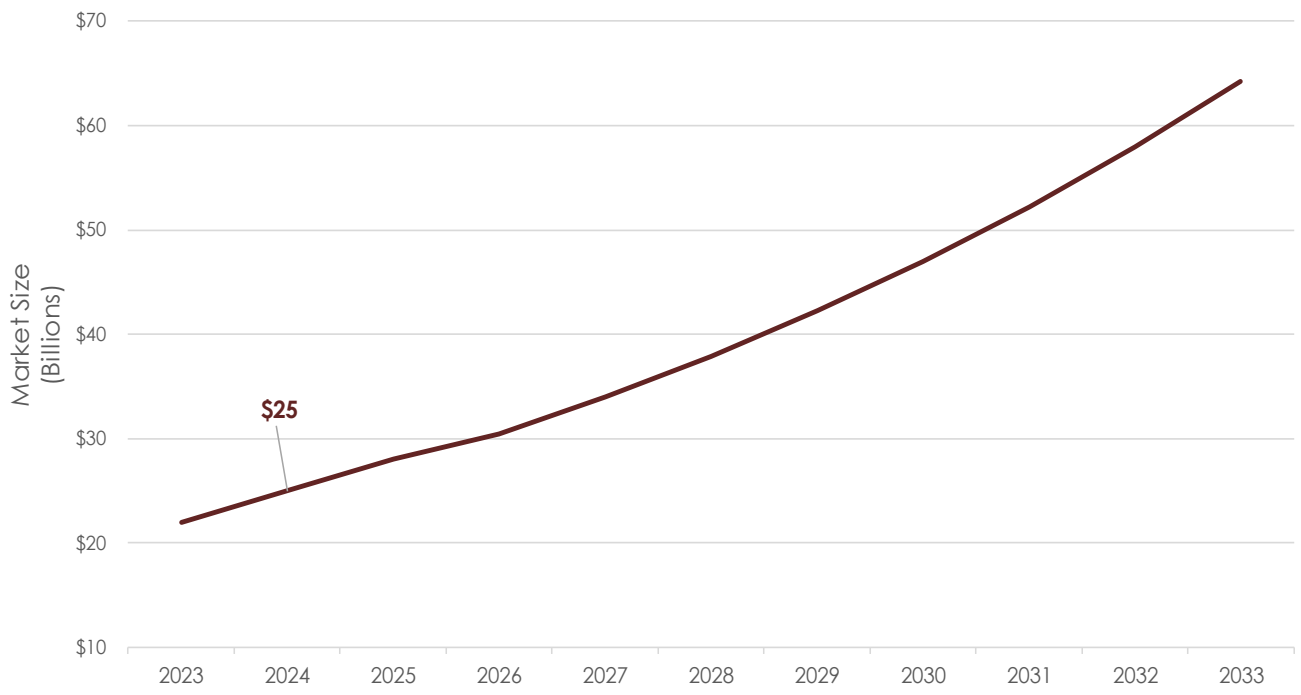
First Republic Bank is currently the 2nd largest bank failure in U.S. history, despite the banking industry's best efforts to save it. The almost $100 Billion dollars pumped into First Republic wasn't enough to prevent them from selling assets, ultimately being seized and sold.

Mar 8 2023	Silicon Valley Bank creates panic after announcing it sold $21 billion in securities at a loss.
Mar 9 2023	Silicon Valley Bank clients withdraw $42 billion, creating the largest bank run in U.S. history.
Mar 10 2023	As Silicon Valley Bank officially collapses, Signature Bank experiences a multi-billion dollar bank run.
Mar 11 2023	The 11 largest U.S. banks give First Republic Bank $30 billion while JPMorgan Chase gives $70 billion.
Mar 12 2023	Signature Bank is seized by the FDIC and assets sent to Signature Bridge Bank during the bidding process.
Mar 19 2023	Signature Bridge Bank is bought by New York Community Bank and put under the Flagstar Bank subsidiary.
Apr 28 2023	FDIC seizes control of First Republic Bank after it begins selling assets at a loss, causing stock to drop.
May 1 2023	First Republic Bank is officially closed and sold to JPMorgan Chase.
Aug 2 2023	Heartland Tri-State Bank officially becomes Dream State Bank after closing Friday, July 28th.
Jan 31 2024	New York Community Bancorp (NYCB) is now experiencing trouble as stocks fell 46% and lost $252 million.
May 1 2024	Fulton Bank assumes control of Republic First Bank after failed talks with investors over funding.

EMERGING TECHNOLOGY

Technological advancements in proptech are transforming commercial real estate operations and influencing property valuations. Smart buildings, equipped with Internet of Things (IoT) and automation, enhance energy efficiency, security, and occupant comfort, increasing their market value. These attributes are highly valued, leading to higher valuations. Proptech solutions create operational efficiencies, reducing costs and errors, and streamlining property management. These efficiencies improve financial performance, making properties more attractive to investors. By automating tasks, these technologies reduce costs and errors, leading to better financial performance and, consequently, higher property valuations.

U.S. SMART BUILDING MARKET SIZE



Precedence Research

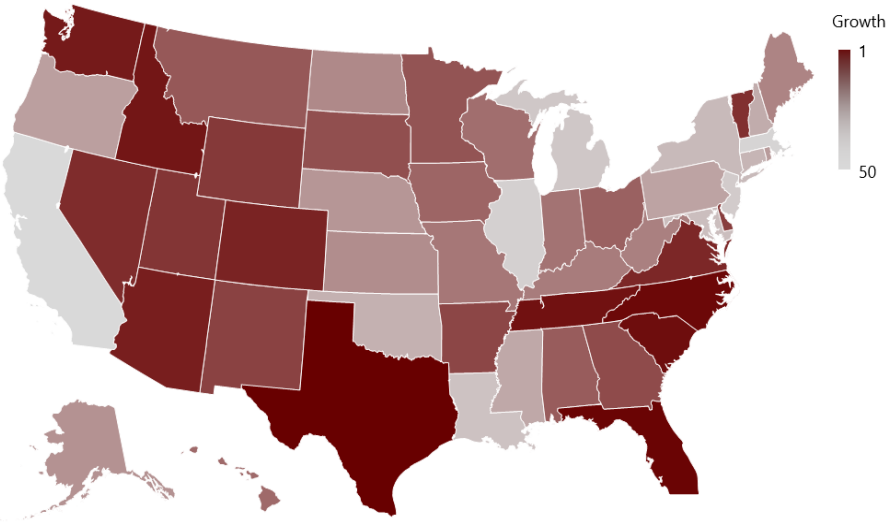
The U.S. smart building market is poised for substantial growth, driven by technological advancements and strategic investments. Key details include:

- 2023 Market Size: Reached USD 21.69 billion.
- 2033 Projection: Expected to grow to USD 64.21 billion.
- Growth Rate: Anticipated CAGR of 11.39% from 2024 to 2033.
- Regional Share: North America captured a 34.11% revenue share in 2023.

RELOCATION TRENDS

Relocation trends between states in the US significantly impact the commercial real estate sector. Population influxes in states like Texas and Florida boost demand for office spaces, retail outlets, and residential developments, leading to higher property values and rental rates. Consequently, developers and investors capitalize on these opportunities by initiating new construction projects or refurbishing existing properties to meet rising demand. States with population outflows, like New York and California, face challenges in the commercial real estate market as dynamics in office, retail, and industrial real estate rapidly evolve.

U.S. RELOCATION TRENDS 2024



U-Haul Growth Index

Office Sector — As companies relocate or downsize, vacancies rise, reducing rental rates and property values. Landlords must innovate leasing strategies or reposition assets to attract and retain tenants.

Retail Sector — Retail real estate growth is slow due to declining population and consumer spending. Property owners need creative approaches to maintain occupancy and attract tenants.

Industrial Sector — Demand for logistics facilities is growing as e-commerce and population increase. Areas with significant population growth are seeing more investment in industrial real estate to support logistics infrastructure.

CONCLUSION

The current economic environment is ever changing. LPA is working diligently to capture and analyze current market data to reliably quantify impacts on real property values, national and regional. As the situation evolves, LPA is committed to monitoring current events and how they impact the commercial real estate market.

DESCRIPTION

PHYSICAL

Location

The subject is located on the north side of West Houston Street, just west of Farm to Market 3133, and just east of County Road 480. The address associated with the subject is 1180 West Houston Street, Collin County, Texas 75409.

Legal Description

Block 2, Abstract 784, Tract 84, John Rowland Survey

Block 1, Abstract 784, Tract 12, John Rowland Survey

Block 4, Abstract 289, Tracts 23 and 30 G. W. Daniels Survey

Block 3, Abstract 289, Tracts 27,28, 32 and 55, G. W. Daniels Survey

Size / Configuration / Flood Zone

The subject site is comprised of eight (8) contiguous parcels totaling 427.009-acres (18,600,512 SF) and is irregular in shape with rolling topography. There are three (3) lakes located on the subject site: Harris Lake, Willow Lake, and Lindberg Lake. Only a small portion of Harris Lake is located on the subject, the majority of Willow Lake is located on the subject, and the entirety of Lindberg Lake is on the subject site. **Approximately 15% or 64-acres of the eastern portion of the subject site is located within the 100-year floodplain; however, this is common for the nearby area, and it appears the floodplain has minimal impact on development.**

Frontage / Accessibility

Adequate frontage to support the subject improvements. It is noted that the subject displays frontage and access along West Houston Street and Farm to Market 3133. The subject site is considered to possess ample access to the subject's traffic carriers which are secondary traffic carriers in good overall condition.

Utilities

The subject site has well water and septic. **It is noted that the subject displays an on-site water well with water distribution system treatment system, and a package wastewater treatment plant, which requires a licensed operator and use permits.** According to local officials, these utilities are sufficient for the development in the area. Electrical and natural gas are provided by the region's typical providers. At the present time, all utilities appear to be sufficient for area development patterns.

LEGAL

Zoning / Restrictions

As previously mentioned, the subject is located outside of city limits and partially in the Anna ETJ and is not subject to any formal zoning codes. The subject is a **legal, conforming use.**

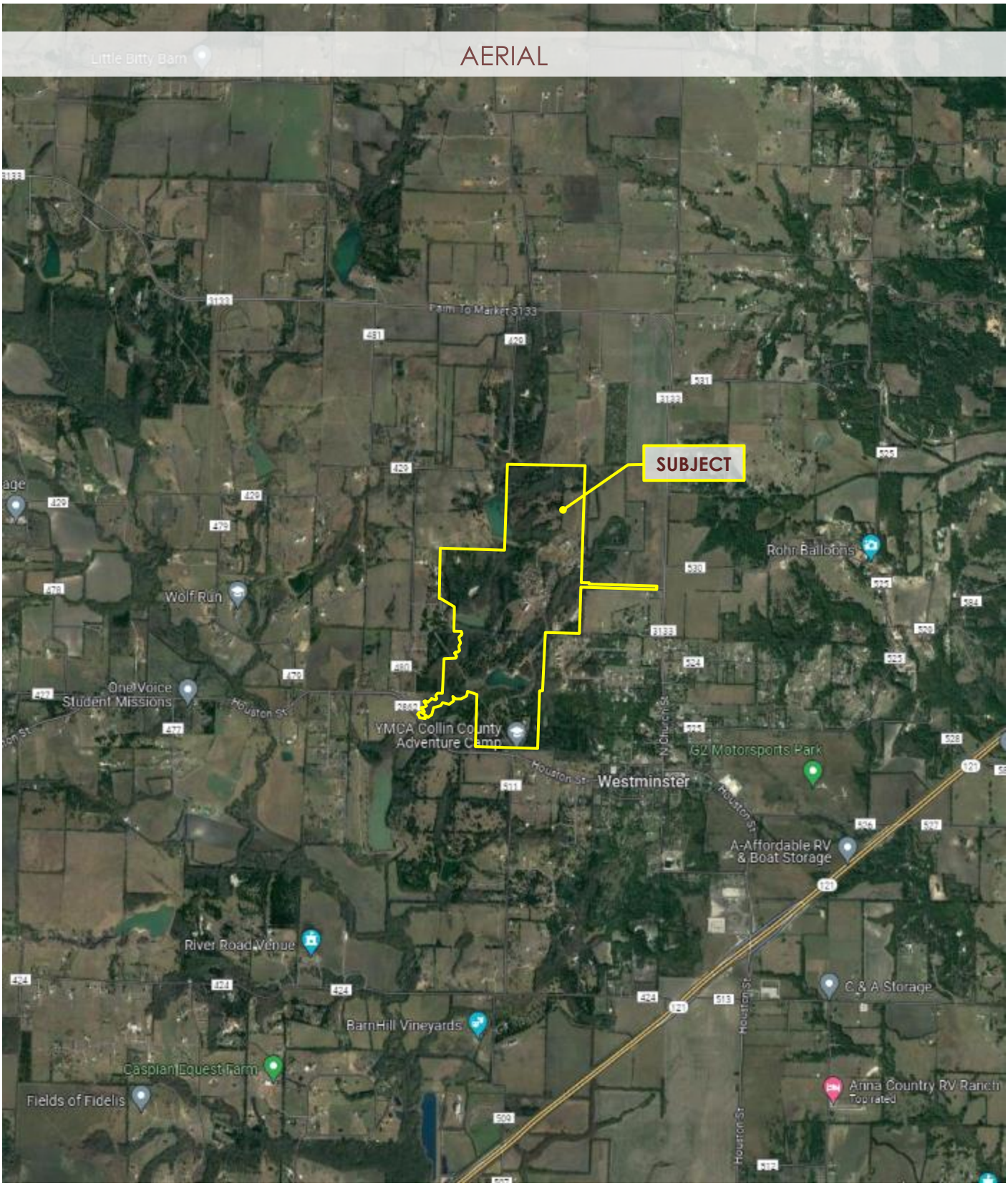
Easements / Encroachments

The subject site is encumbered by typical utility easements. No detrimental easements and/or encroachments were noted upon physical inspection of the subject tract. It should be noted, however, that if a current survey map, or a registered surveyor determines that adverse easements exist, these factors might impact the market value and/or the marketability of the subject property. Therefore, it is assumed that no easements and/or encroachments exist, which would adversely affect the marketability or desirability of the site.

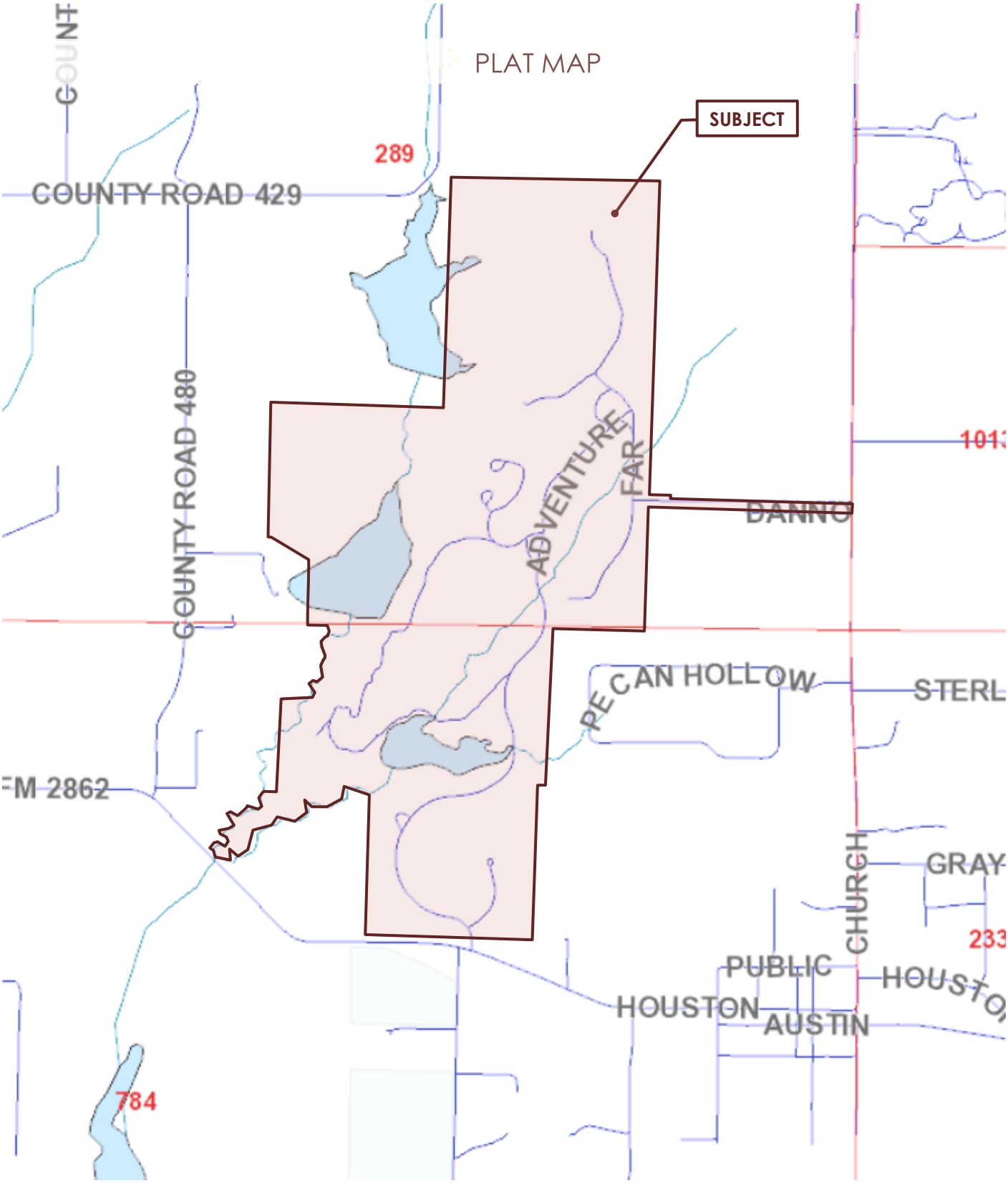
CONCLUSION

Given the physical and legal characteristics, the subject site is capable of being developed with numerous uses.

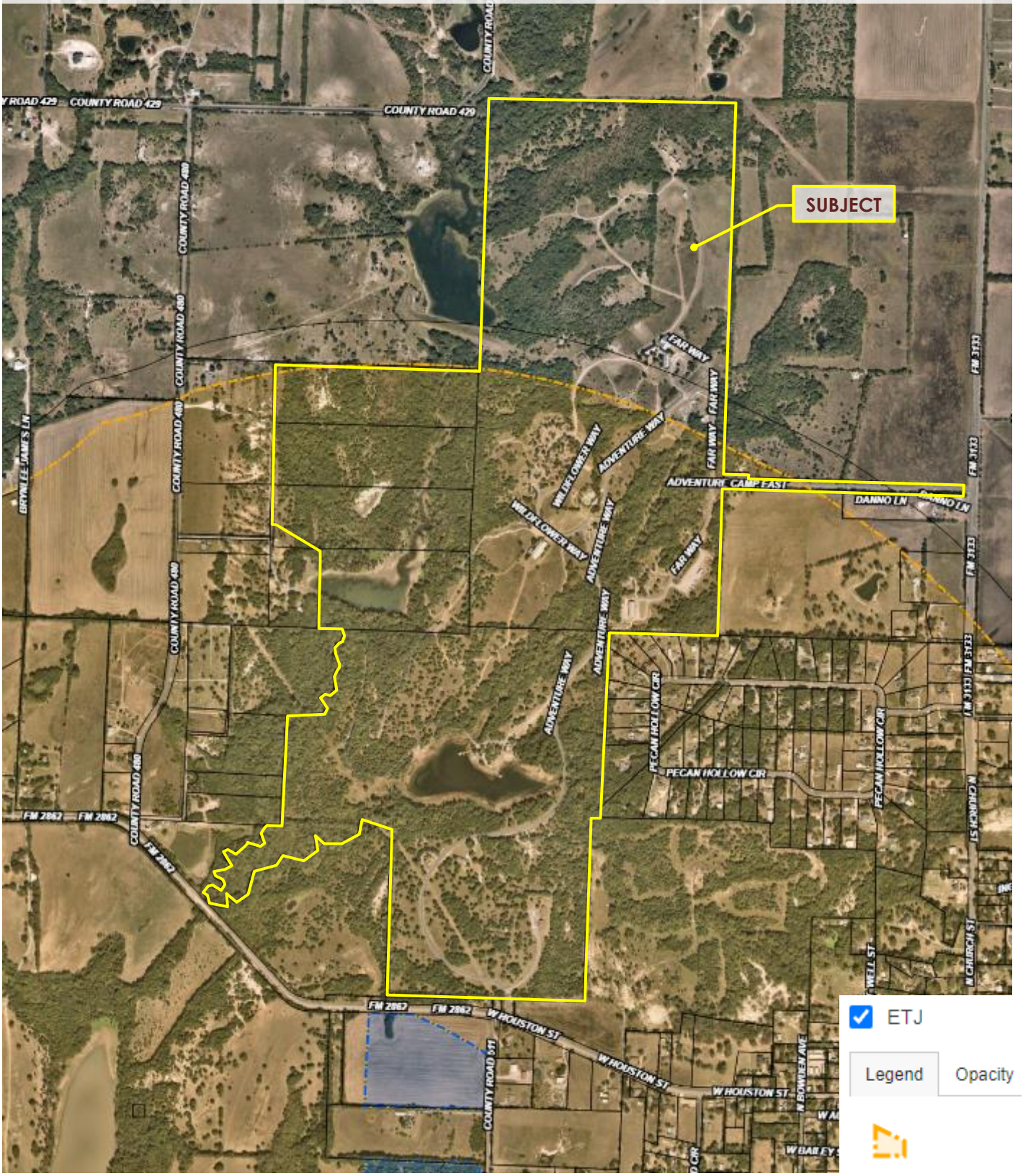
AERIAL


SUBJECT
Farm To Market 3133
Rohr Balloons
Wolf Run
One Voice
Student Missions
Houston St
YMCA Collin County
Adventure Camp
N Church St
GZ Motorsports Park
Westminster
A-Affordable RV
& Boat Storage
River Road Venue
C & A Storage
BarnHill Vineyards
Caspian Equest Farm
Fields of Fidelis
Anna Country RV Ranch
Top rated

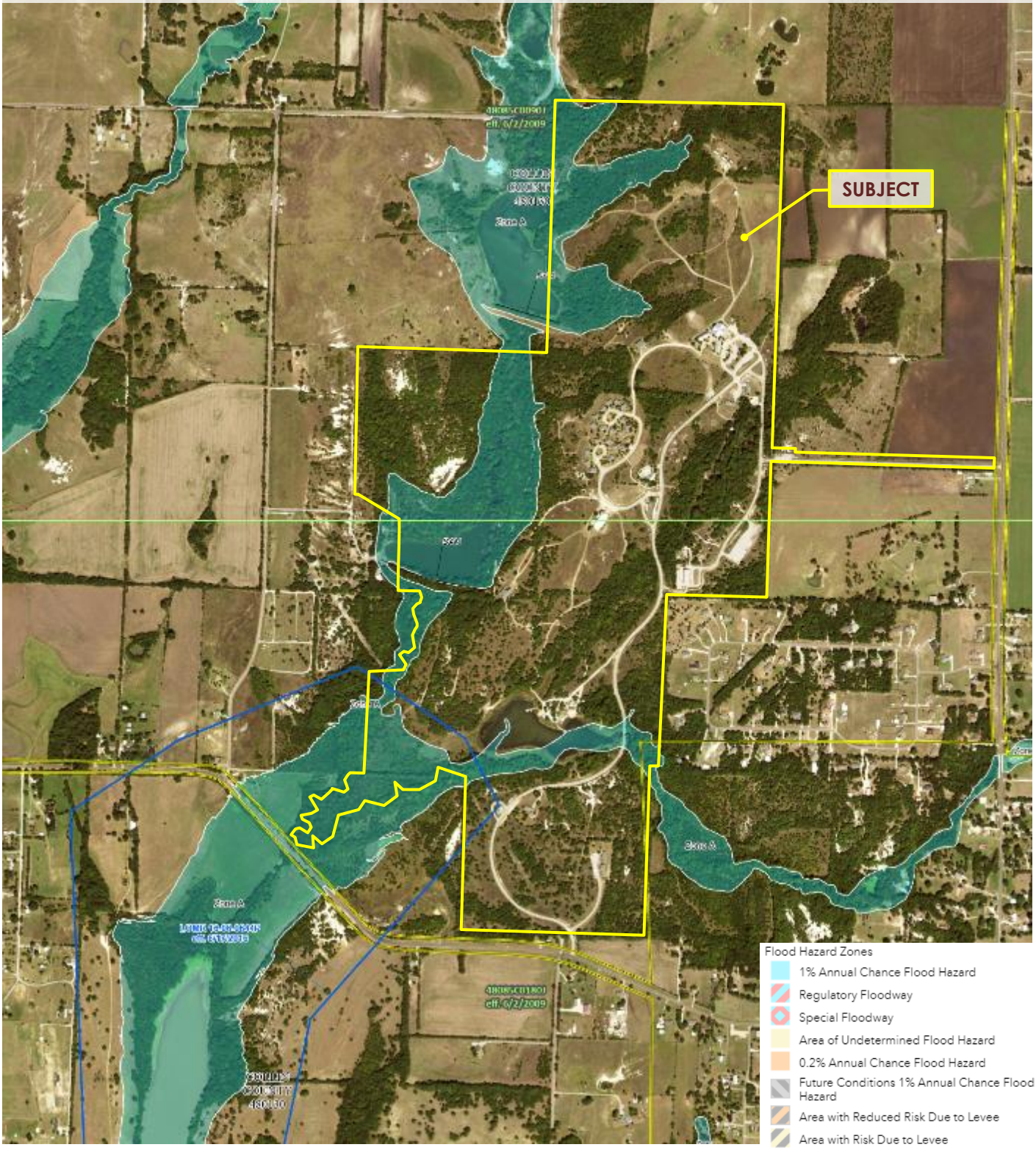
PLAT MAP


SUBJECT
289
COUNTY ROAD 429
COUNTY ROAD 480
ADVENTURE
FAR
DANNO
PECAN HOLLOW
STERL
FM 2862
CHURCH
GRAY
233
PUBLIC
HOUSTON
AUSTIN
784

ANNA ETJ MAP


SUBJECT
COUNTY ROAD 429
COUNTY ROAD 480
COUNTY ROAD 551
FM 2862
W HOUSTON ST
ADVENTURE WAY
ADVENTURE CAMP EAST
FAR WAY
WILDFLOWER WAY
PECAN HOLLOW CIR
DANNO LN
FM 3133
W CHURCH ST
W BOWDEN AVE
W BAILEY
ETJ
Legend
Opacity

FLOOD MAP


SUBJECT
Flood Hazard Zones
1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee
Area with Risk Due to Levee

PROPERTY HISTORY

Ownership of the subject property is currently vested in *Collin County* as evidenced by county records. No changes of ownership have occurred within the prior three (3) years of the date of this report. The subject is not currently listed nor under contract of sale.

The subject site is 427.009-acres (18,600,623 SF) of land improved with a variety of improvements associated with operation of the *YMCA Collin County Adventure Camp* totaling 80,530 SF, along with various ancillary site improvements.

The subject displays a management agreement between *Collin County* and the *Young Men's Christian Association of Metropolitan Dallas* in which the County allows the YMCA to operate an outdoor youth camp at its own expense. The 10-year term of the agreement has expired, and the term restriction is now related to servicing existing Collin County Independent School District customers, which is through June 15, 2025. Under this agreement, Collin County cannot close the camp or handover to a new operator until June 15, 2025. **Given that the YMCA does not pay rent and that there is no formal lease agreement, only the fee simple value is analyzed herein.**

The current tax cards for the subject are as follows:

Property Details

Account		
Property ID:	1028355	**Geographic ID:** R-6289-004-0230-1
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:	1525 FM 3133 ANNA, TX 75409	
Map ID:	011.S	
Legal Description:	ABS A0289 G W DANIELS SURVEY, SHEET 4, TRACT 23, 200.0 ACRES	
Abstract/Subdivision:	A0289	
Neighborhood:	(EX.YDO) YOUTH DEVELOPMENT ORG	
Owner		
Owner ID:	102673	
Name:	COLLIN COUNTY	
Agent:		
Mailing Address:	2300 BLOOMDALE RD MCKINNEY, TX 75071-8517	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	1028417	**Geographic ID:** R-6289-003-0270-1
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:		
Map ID:	011.S	
Legal Description:	ABS A0289 G W DANIELS SURVEY, SHEET 3, TRACT 27, 20.448 ACRES	
Abstract/Subdivision:	A0289	
Neighborhood:	(EXEMPT) TOTAL EXEMPT	
Owner		
Owner ID:	102673	
Name:	COLLIN COUNTY	
Agent:		
Mailing Address:	2300 BLOOMDALE RD MCKINNEY, TX 75071-8517	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	1028462	**Geographic ID:** R-6289-003-0320-1
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:		
Map ID:	011.S	
Legal Description:	ABS A0289 G W DANIELS SURVEY, SHEET 3, TRACT 32, 20.37 ACRES	
Abstract/Subdivision:	A0289	
Neighborhood:	(EXEMPT) TOTAL EXEMPT	
Owner		
Owner ID:	102673	
Name:	COLLIN COUNTY	
Agent:		
Mailing Address:	2300 BLOOMDALE RD MCKINNEY, TX 75071-8517	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	13751	**Geographic ID:** R-6784-002-0840-1
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:	FM 2862 ANNA, TX 75409	
Map ID:		
Legal Description:	ABS A0784 JOHN ROWLAND SURVEY, SHEET 2, TRACT 84, .284 ACRES	
Abstract/Subdivision:	A0784	
Neighborhood:	(EXEMPT) TOTAL EXEMPT	
Owner		
Owner ID:	102673	
Name:	COLLIN COUNTY	
Agent:		
Mailing Address:	2300 BLOOMDALE RD MCKINNEY, TX 75071-8517	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	2517553	**Geographic ID:** R-6784-001-0120-1
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:	1080 HOUSTON ST ANNA, TX 75409	
Map ID:	011.W	
Legal Description:	ABS A0784 JOHN ROWLAND SURVEY, SHEET 1, TRACT 12, 146.975 ACRES	
Abstract/Subdivision:	A0784	
Neighborhood:	(EXEMPT) TOTAL EXEMPT	
Owner		
Owner ID:	102673	
Name:	COLLIN COUNTY	
Agent:		
Mailing Address:	2300 BLOOMDALE RD MCKINNEY, TX 75071-8517	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	2517558	**Geographic ID:** R-6289-003-0280-1
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:		
Map ID:	011.S	
Legal Description:	ABS A0289 G W DANIELS SURVEY, SHEET 3, TRACT 28, 19.469 ACRES	
Abstract/Subdivision:	A0289	
Neighborhood:	(EXEMPT) TOTAL EXEMPT	
Owner		
Owner ID:	102673	
Name:	COLLIN COUNTY	
Agent:		
Mailing Address:	2300 BLOOMDALE RD MCKINNEY, TX 75071-8517	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	2520413	**Geographic ID:** R-6289-003-0550-1
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:		
Map ID:	011.S	
Legal Description:	ABS A0289 G W DANIELS SURVEY, SHEET 3, TRACT 55, 15.69 ACRES	
Abstract/Subdivision:	A0289	
Neighborhood:	(EX.YDO) YOUTH DEVELOPMENT ORG	
Owner		
Owner ID:	541997	
Name:	COLLIN COUNTY	
Agent:		
Mailing Address:	ATTN JON KLEINHEKSEL 700-A WILMETH RD MCKINNEY, TX 75069-8231	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	2542722	**Geographic ID:** R-6289-004-0300-1
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:	1525 FM 3133 ANNA, TX 75409	
Map ID:	011.T	
Legal Description:	ABS A0289 G W DANIELS SURVEY, SHEET 4, TRACT 30, 3.798 ACRES	
Abstract/Subdivision:	A0289	
Neighborhood:	(EXEMPT) TOTAL EXEMPT	
Owner		
Owner ID:	102673	
Name:	COLLIN COUNTY	
Agent:		
Mailing Address:	2300 BLOOMDALE RD MCKINNEY, TX 75071-8517	
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

REAL ESTATE TAXES

The subject property is located in Collin County, Texas and is taxed based on values established by the county tax assessors. The tax rates are applied to the assessed value of the subject property, and the taxes for the subject property are then estimated. The taxes are estimated per $100 of assessed value. This property is subject to taxes for the Anna Independent School District and Collin County.

The subject property currently displays a combined assessment for the whole property of $12,008,212 ($149.11/SF to the improvements), which is considered unfavorable based on the concluded "As Is" – With Deed Restriction market value herein. However, the market assessed value for the land is indicated to be $5,519,178 ($12,925/acre) which is favorable based on the 'As Is' – Without Deed Restriction market value herein.

Taxes for the subject are estimated as follows:

PROPERTY TAX CALCULATION			
Acct #: Various			
Authority	Assessment	Rate / $100	Tax Liability
City	$12,008,212	$0.000000	$0
County	$12,008,212	$0.230563	$27,686
School	$12,008,212	$1.255200	$150,727
		$1.485763	$178,413

No delinquent taxes are noted.

HIGHEST & BEST USE

The Appraisal Institute defines highest and best use as follows: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

The four criteria the highest and best use must meet are:

	PHYSICALLY POSSIBLE		LEGALLY PERMISSIBLE
1	What uses of the site in question are physically possible?	2	What uses are permitted by zoning and deed restrictions?
	FINANCIALLY FEASIBLE		**MAXIMALLY PRODUCTIVE**
3	Which possible and permissible uses will produce a net return to the owner of the site?	4	Among the financially feasible uses that are physically possible and legally permissible, which use will produce the highest net return or the highest present worth?

There are two types of highest and best use studies. The first is the highest and best use of the land or site as though vacant. The second is the highest and best use of the property as improved. The highest and best use of land or a site as though vacant assumes that the parcel is vacant or can be made vacant by demolishing any improvements. The question to be answered in this analysis is: If the land is, or were vacant, what use should be made of it?

The highest and best use of a property as improved pertains to the use that should be made of an improved property in light of its improvements. Should it be maintained as it is, or be renovated, expanded, demolished, or partly demolished? Should it be replaced with a different type or intensity of use, or should it be held as an interim use? The improvements should be retained as long as they have some value and the return from the property exceeds the return that would be realized by a new use, after deducting the costs of demolishing the old building and constructing a new one.

HIGHEST & BEST USE - AS IF VACANT – NO DEED RESTRICTION

Physically Possible

The subject site is comprised of eight (8) contiguous parcels totaling 427.009-acres (18,600,512 SF) and is irregular in shape with rolling topography. There are three (3) lakes located on the subject site: Harris Lake, Willow Lake, and Lindberg Lake. Only a small portion of Harris Lake is located on the subject, the majority of Willow Lake is located on the subject, and the entirety of Lindberg Lake is on the subject site. Approximately 15% or 64-acres of the eastern portion of the subject site is located within the 100-year floodplain; however, this is common for the nearby area, and it appears the floodplain has minimal impact on development. The address associated with the subject is 1180 West Houston Street, Collin County, Texas 75409. Accessibility to the site is via curb cuts along the traffic carrier. Overall, access is considered good. The property has all necessary utilities in place and is relatively level in regard to topography. The site is primarily surrounded by vacant land and residential uses. Access to the subject's neighborhood is considered good due to its location near area primary traffic carriers.

The principle of conformity is an important consideration in determining the physically possible uses of a site. Conformity is the appraisal principle that holds that real property value is created and sustained when the characteristics of a property conform to the demands of its market. The styles and uses of the properties in an area may conform for several reasons, including economic pressures; the shared preferences of owners for certain types of structures, amenities, services; and the enforcement of uniform standards by zoning ordinances. Based on the subject's physical characteristics and the principle of conformity, the site would most likely be developed with a rural residential, agricultural, or recreational use.

Legally Permissible

As previously mentioned, the subject is located in the Anna ETJ and is not subject to formal zoning ordinance. No other private deed restrictions were uncovered during a normal investigation, which would further limit the potential uses of the subject site. Nonetheless, a title policy is strongly suggested in order to guarantee the absence of adverse restrictions. No other legal restrictions or covenants were found to be imposed on the subject property at the time of the appraisal, which would further restrict its development. The research supports the physical indication that the site's most probable use, as if vacant, would be for some form of rural residential, agricultural, or recreational use.

Financially Feasible & Maximally Productive

The prior consideration of physically possible uses and legally permissible does not significantly narrow the use of the subject property. Based on market data presented in this report, it appears that development of a facility is likely feasible. After considering legal, physical and financial alternatives, it is our opinion that the highest and best use of the site, as if vacant, is for rural residential, agricultural or recreational use.

HIGHEST & BEST USE - AS IMPROVED – NO DEED RESTRICTION

Physically Possible

The subject site is improved with a variety of improvements associated with operation of the *YMCA Collin County Adventure Camp* totaling 80,530 SF, along with various ancillary site improvements. The improvements consist of an administration building, dining hall, education building, health care building, boat storage building, maintenance warehouse, student cabins, teacher cabins, staff residences, restroom buildings, and a pool house. The subject also displays various site improvements consisting of an amphitheater, swimming pool, climbing apparatus, activity pavilions, program shelters, two (2) zip lines, fishing docks, hiking trails, and an archery range. Overall, the subject improvements are of average quality of construction and in average condition. The improvements and site area create a land-to-building ratio which is considered reasonable for this type of development. The subject's improvements are generally in line with similar developments.

Based on market research and the market data utilized herein, the overall value of the property "as improved" <u>does not</u> exceed the value of the property "as vacant". This conclusion was also confirmed based on interviews with local brokers and market participants as well as the appraisers' analysis of both comparable land and comparable improved sales utilized in the valuations herein. Based on this information, the physical possibilities of the subject would be for rural residential, agricultural, and/or recreational use.

Legally Permissible

As previously mentioned, the subject is located outside of city limits and partially in the Anna ETJ and is not subject to formal zoning ordinance. Based on our inspection of the subject property and surrounding land uses, a zoning change significantly impacting potential uses of the subject site appears to be unlikely. No private deed restrictions were uncovered during a normal investigation, which would further limit the potential uses of the subject site. Nonetheless, a title policy is strongly suggested in order to guarantee the absence of adverse restrictions. No other legal restrictions or covenants were found to be imposed on the subject property at the time of the appraisal, which would further restrict its development.

Based on this information, the subject's use conforms to the legal restrictions and further supports the physical indication that the subject's highest and best use is for rural residential, agricultural, and/or recreational use.

Financially Feasible & Maximally Productive

It <u>does not</u> appear feasible to construct a speculative recreational facility under current market conditions. Is there another use that would produce a higher return to the property on a long term basis? In this particular case, it appears that the property's use of the large land area for a rural residential, agricultural and/or recreational use in the interim could out-perform the subject's current use. Furthermore, an investment hold for future residential and mixed-use is also reasonable, when such development becomes feasible as the area continues to grow and public utilities allowing for a higher density development become available and/or feasible. A rural residential, agricultural, and/or recreational use would conform to the surrounding land uses. Therefore, it is our opinion that the highest and best use of the site, as improved, is for rural residential, agricultural, and/or recreational use.

HIGHEST & BEST USE - AS IMPROVED – DEED RESTRICTION

Physically Possible

The subject site is improved with a variety of improvements associated with operation of the *YMCA Collin County Adventure Camp* totaling 80,530 SF, along with various ancillary site improvements. The improvements consist of an administration building, dining hall, education building, health care building, boat storage building, maintenance warehouse, student cabins, teacher cabins, staff residences, restroom buildings, and a pool house. The subject also displays various site improvements consisting of an amphitheater, swimming pool, climbing apparatus, activity pavilions, program shelters, two (2) zip lines, fishing docks, hiking trails, and an archery range. Overall, the subject improvements are of average quality of construction and in average condition. The improvements and site area create a land-to-building ratio which is considered reasonable for this type of development. The subject's improvements are generally in line with similar developments.

Based on market research and the market data utilized herein, the overall value of the property "as improved" <u>does not</u> exceed the value of the property "as vacant". This conclusion was also confirmed based on interviews with local brokers and market participants as well as the appraisers' analysis of both comparable land and comparable improved sales utilized in the valuations herein. Based on this information, the physical possibilities of the subject would be for rural residential, agricultural, and/or recreational use.

Legally Permissible

As previously mentioned, the subject is located outside of city limits and partially in the Anna ETJ and is not subject to formal zoning ordinance. Based on our inspection of the subject property and surrounding land uses, a zoning change significantly impacting potential uses of the subject site appears to be unlikely. **Per information provided by the client, the deed restriction would require that the subject be used as an outdoor education camp for the school aged children in Collin County. The deed restriction would also permit the operator to run the facility for summer camps, corporate retreats, and/or reunions.** No other private deed restrictions were uncovered during a normal investigation, which would further limit the potential uses of the subject site. Nonetheless, a title policy is strongly suggested in order to guarantee the absence of adverse restrictions. No other legal restrictions or covenants were found to be imposed on the subject property at the time of the appraisal, which would further restrict its development.

Based on this information, the subject's current use as a recreational facility (YMCA Collin County Adventure Camp) conforms to the legal restrictions and specifically the deed restriction for this specific use; however, its use does not appear to be financially feasible given the value "as vacant" exceeds the value "as improved" with the imposition of the deed restriction. Given the deed restriction, the highest and best use that is both physically possible and legally permissible is for the continued use as a recreational facility.

Financially Feasible & Maximally Productive

It <u>does not</u> appear feasible to construct a speculative recreational facility under current market conditions. Is there another use that would produce a higher return to the property on a long term basis? In this particular case, it appears that the property's use of the large land area for a rural residential, agricultural and/or recreational use in the interim could out-perform the subject's current use, although the deed restriction would restrict this use. Furthermore, an investment hold for future residential and mixed-use is also reasonable, when such development becomes feasible as the area continues to grow and public utilities allowing for a higher density development become available and/or feasible. A rural residential, agricultural, and/or recreational use would conform to the surrounding land uses. **Given the deed restriction, the only use of the subject, although not financially feasible, is for the continued use as a recreational facility and is therefore the highest and best use conclusion under this value scenario.**

VALUATION – NO DEED RESTRICTION

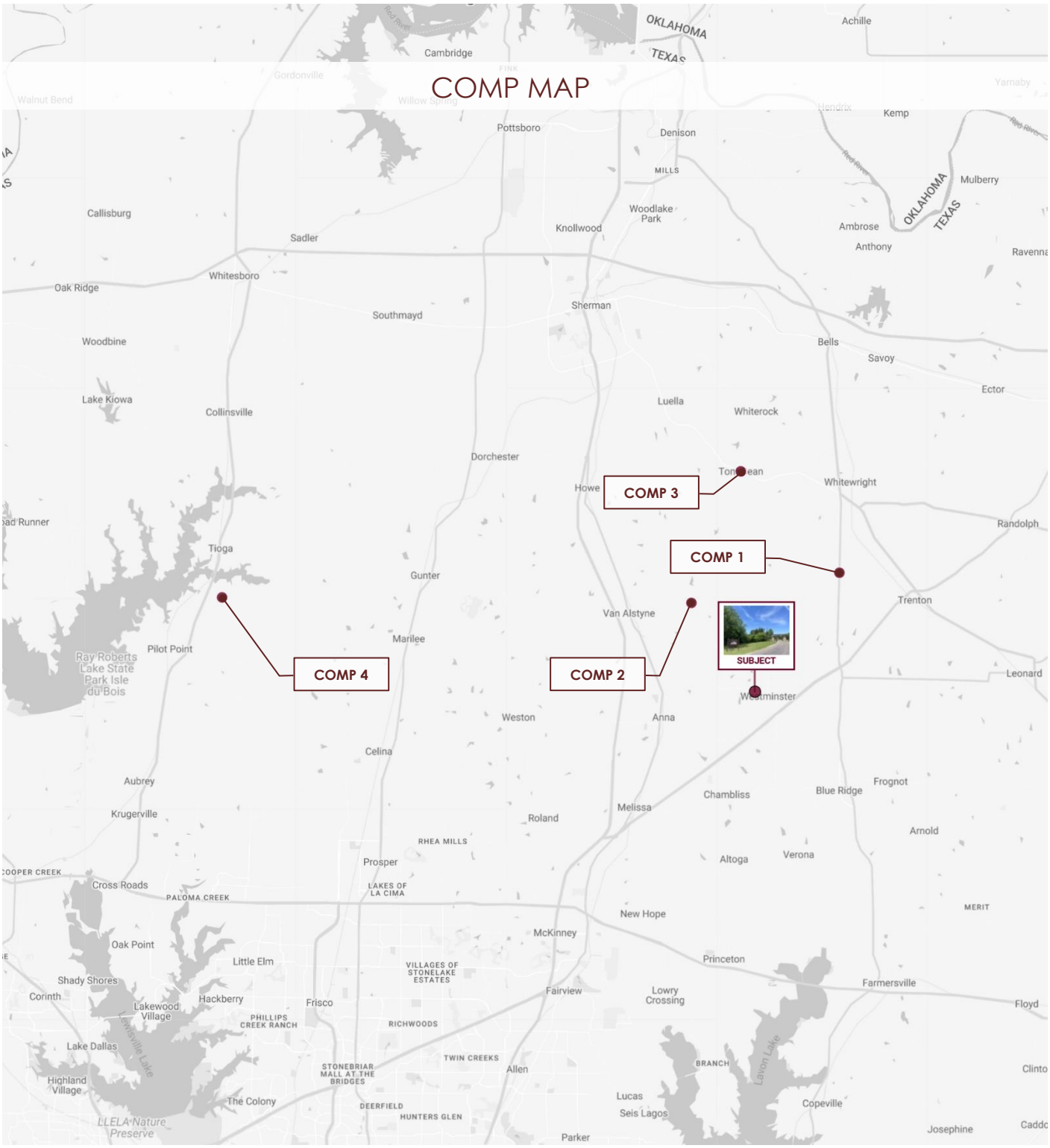
SALES COMPARISON APPROACH

The principles of real estate appraisal are basic to the sales comparison approach; however, one of the most important is the principle of substitution. "As applied to the sales comparison approach, the principle of substitution holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability."

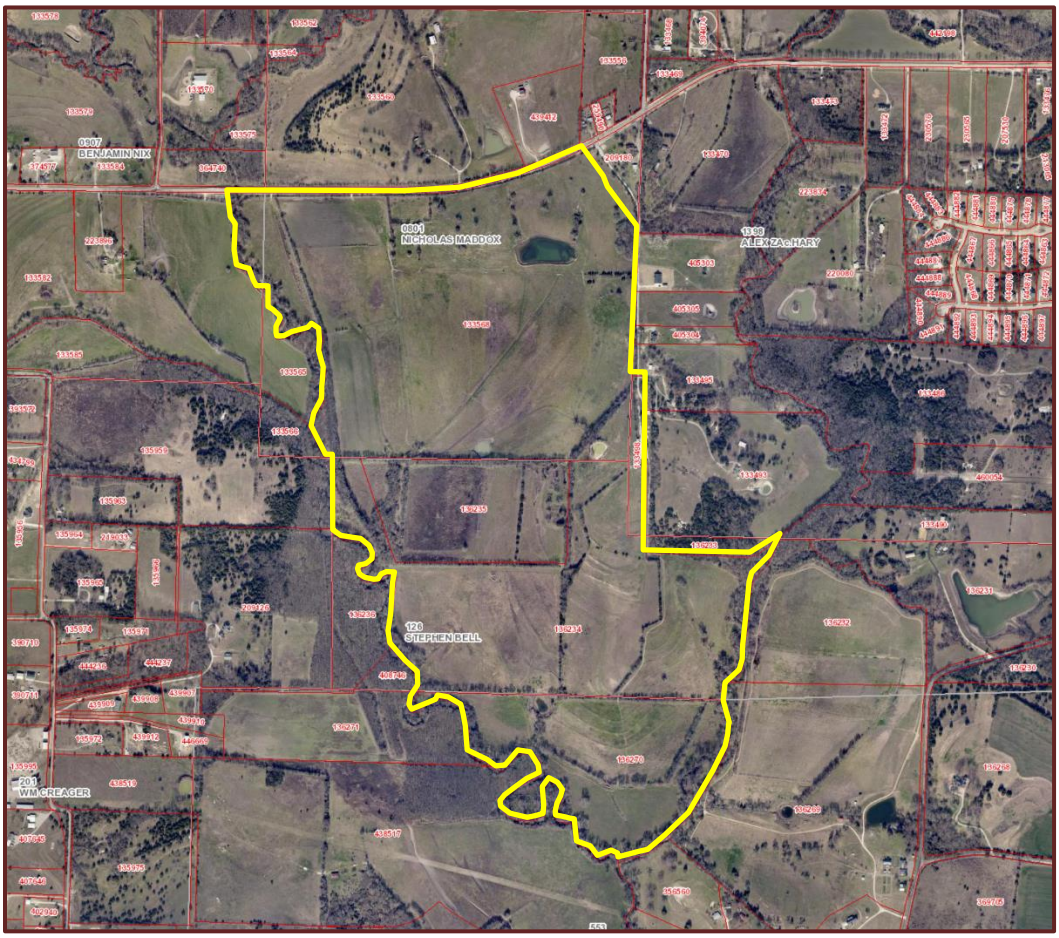
The sales comparison approach is a method of estimating market value whereby a subject property is compared with comparable properties that have sold recently. One premise of the sales comparison approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the sales comparison approach is a systematic procedure for carrying out comparative shopping. As applied to real estate, the comparison is applied to the unique characteristics of the economic good that cause real estate prices to vary.

As previously described, the subject site is currently improved with a variety of improvements associated with operation of the *YMCA Collin County Adventure Camp* totaling 80,530 SF, along with various ancillary site improvements. These improvements were purpose-built for a specific use. Per conversations with local brokers, a typical market buyer would not utilize the subject camp improvements and would place all value in the land. It was also indicated that an interim use of the land for a ranch or recreational property was likely until a higher density residential subdivision development became financially feasible. This was also confirmed based on the appraisers' market research of both comparable land and comparable improved sales. Therefore, the following analysis utilizes similar land sales to develop an opinion of value for the subject without the deed restriction.

COMP MAP


COMP 1
COMP 2
COMP 3
COMP 4
SUBJECT
OKLAHOMA
TEXAS
Achille
Cambridge
Gordonville
Walnut Bend
Willow Spring
Yamaby
Hendrix
Kemp
Pottsboro
Denison
MILLS
Mulberry
Callisburg
Woodlake Park
Knollwood
Ambrose
Anthony
Ravenna
Sadler
Whitesboro
Oak Ridge
Southmayd
Sherman
Woodbine
Bells
Savoy
Ector
Lake Kiowa
Collinsville
Luella
Whiterock
Dorchester
Howe
Whitewright
Randolph
Tioga
Gunter
Trenton
Van Alstyne
Marilee
Pilot Point
Ray Roberts Lake State Park Isle du Bois
Leonard
Weston
Anna
Celina
Aubrey
Frognot
Chambliss
Blue Ridge
Krugerville
Melissa
Roland
Arnold
RHEA MILLS
Altoga
Verona
Prosper
COOPER CREEK
Cross Roads
PALOMA CREEK
LAKES OF LA CIMA
MERIT
New Hope
McKinney
Oak Point
Princeton
Little Elm
VILLAGES OF STONELAKE ESTATES
Shady Shores
Corinth
Hackberry
Frisco
Fairview
Lowry Crossing
Farmersville
Floyd
Lakewood Village
PHILLIPS CREEK RANCH
RICHWOODS
Lewisville Lake
Lake Dallas
TWIN CREEKS
Allen
BRANCH
Lavon Lake
Highland Village
STONEBRIAR MALL AT THE BRIDGES
The Colony
DEERFIELD
HUNTERS GLEN
Lucas
Seis Lagos
Copeville
LLELA Nature Preserve
Parker
Josephine

COMPARABLE 1



LOCATION

Address / Location	TBD Farm to Market Road 121 Van Alstyne, Texas

PHYSICAL DATA

Size (acres)	371.00
Size (SF)	16,160,760
Zoning	None
Shape	Rectangular
Topography	Level
Utilities	Electric

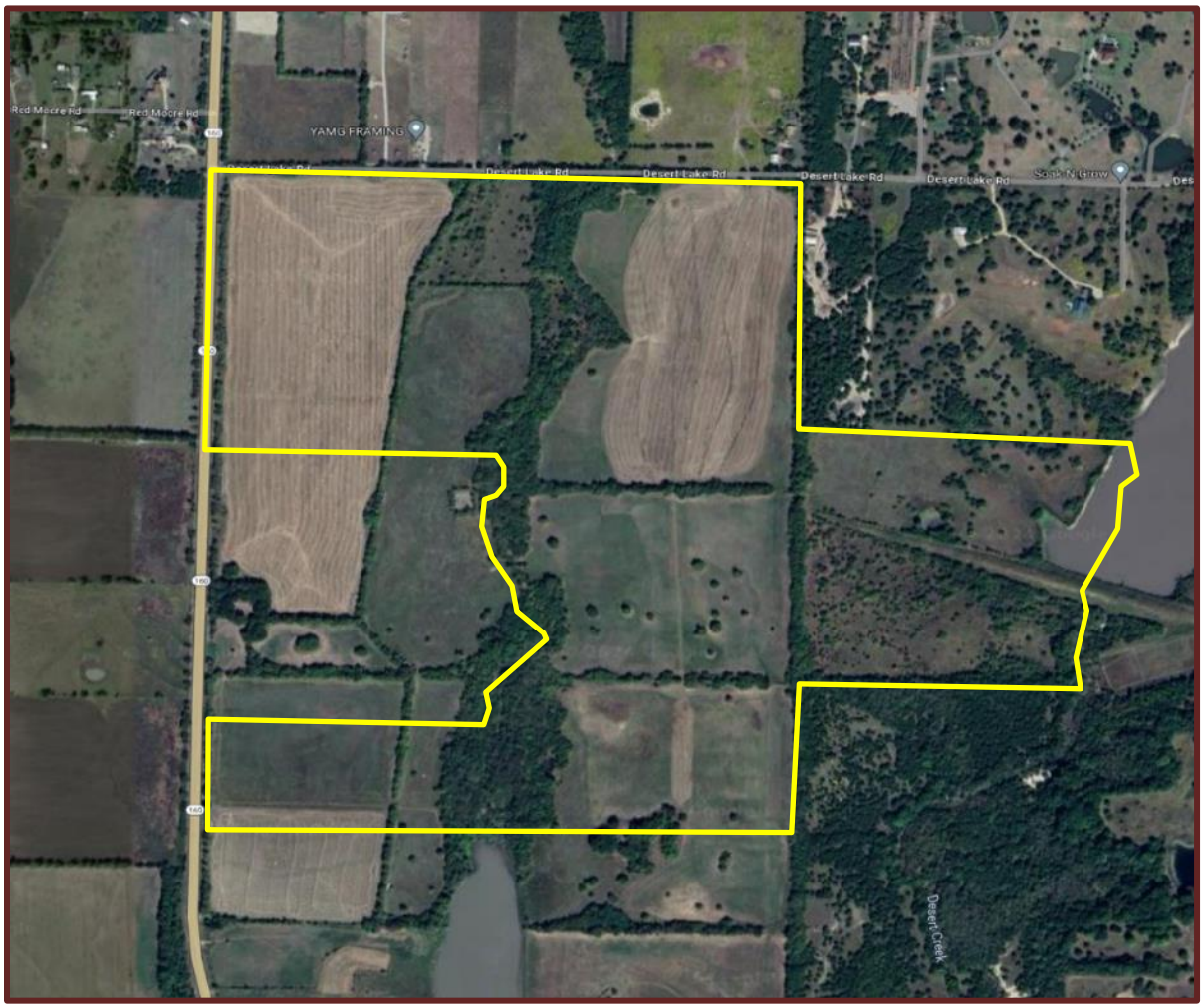
SALES DATA

Date of Sale	Listing
Sale Price	$13,912,500
Price Per Acre	**$37,500**
Price Per SF	**$0.86**
Grantor	Listing
Grantee	Listing
Recording	Listing
Confirmation	Broker via MLS

COMMENTS

Property is located on the wouth side of Farm to Market 121, just west of Hugh Orr Road. Approximately 50% flood plain is indicated. Broker: William Benton 903.482.8400; MLA #: 20738366

COMPARABLE 2



LOCATION

Address / Location	TBD Highway 160, Grayson County, Texas

PHYSICAL DATA

Size (acres)	200.930
Size (SF)	8,752,511
Zoning	None
Shape	Irregular
Topography	Generally Level
Utilities	Available

SALES DATA

Date of Sale	March 1, 2024
Sale Price	$5,273,939
Price Per Acre	**$26,248**
Price Per SF	**$0.60**
Grantor	Kathmundo Resort LLC
Grantee	Blackland Development LLC
Recording	2024-6212
Confirmation	Contract of Sale

COMMENTS

Located on the east side of Highway 160, just south of Desert Lake Road. No flood plain is noted. Co-op water and electric is available and septic tanks would have to be installed for sewer service.

COMPARABLE 3

LOCATION

Address / Location	4333 Farm to Market 2729, Tom Bean, Texas

PHYSICAL DATA

Size (acres)	169.41
Size (SF)	7,379,500
Zoning	None
Shape	Irregular
Topography	Rolling
Utilities	Available

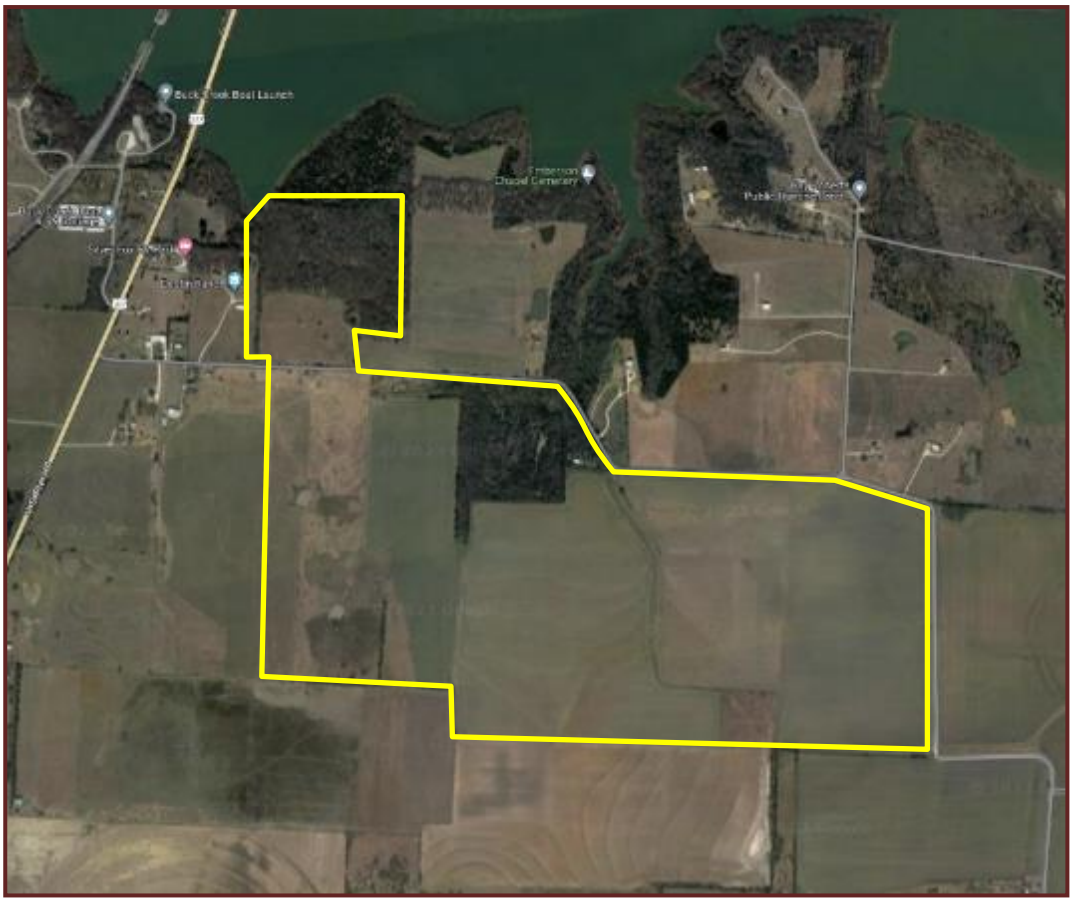
SALES DATA

Date of Sale	January 20, 2023
Sale Price	$4,223,037
Price Per Acre	**$24,928**
Price Per SF	**$0.57**
Grantor	Samuel Jay Ellis, Mimmie Jean Cox, David Glenn Ellis, Albert Jay Ellis
Grantee	Laptain LLC
Recording	D2023-1726
Confirmation	Broker

COMMENTS

Property is located on the south side of Farm to Market 2729, just northeast of Knob Hill Road. Property is improved with 2 barndominiums and a workshop that did not have a material contribution to value above and beyond the value of the land. No floodplain is noted. Broker: Bruce Roberts (903.815.5029)

COMPARABLE 4



LOCATION

Address / Location	TBD Emberson Chapel Road, Pilot Point, Texas

PHYSICAL DATA

Size (acres)	567.520
Size (SF)	24,721,171
Zoning	Agricultural
Shape	Irregular
Topography	Generally level
Utilities	Available

SALES DATA

Date of Sale	January 14, 2022
Sale Price	$14,188,000
Price Per Acre	**$25,000**
Price Per SF	**$0.57**
Grantor	Mary Joyce Burks Trust
Grantee	Lawman LLC
Recording	2022-1581
Confirmation	Broker

COMMENTS

The subject property is located on the south side of Emberson Chapel Road, and east of Highway 377. The site is irregular in shape with generally level topography. According to FEMA Maps, the north portion of the property contains minimal flood plain. Marketed for commercial or residential development.
Broker: Andrew Prine (214)-239-2361

LAND SALES SUMMARY

The market data utilized for the basis of this analysis is considered the best available and indicative of current market trends for undeveloped land in the subject market area. Components that affect the sale price of vacant land are numerous, but the most prominent are property rights conveyed, terms, conditions of sale, market conditions, size, location, physical features, zoning and public utility availability. The following criteria and subsequent adjustment grid have been implemented in order to reconcile the quality and quantity of the data available and analyzed within this approach to value.

Property Rights

The adjustment for property rights conveyed recognizes that differences in legal interest or estate between the subject and the comparable properties may occur. In this analysis, all the sales occurred in fee simple title and therefore, no adjustments were made.

Financing Terms

The adjustment for cash equivalency takes into account the fact that the transaction price of the comparable property may not be equal to its cash equivalent price. All the sales utilized in this analysis were cash to seller transactions or transactions involving market financing, and no adjustment for cash equivalency was necessary.

Conditions of Sale

Adjustments for conditions of sale are intended to recognize motivations of the buyer and the seller that are unique to ordinary market conditions. All of the comparable market data utilized herein were arm's length transactions. With respect to this factor, no adjustments were warranted.

Market Conditions

Each of the previous sales have been given consideration for the lapse of time between the date of sale and the effective date of this appraisal. Sales that occur at times with inferior market conditions warrant upward adjustments to account for value gains, while sales that occur at times of superior market conditions warrant downward adjustments to account for value losses; sales that that occur at times with relatively similar market conditions warrant no adjustment as overall values have remained relatively stable. With respect to market conditions, Comparables 2-4 indicate an upward adjustment to account for appreciating market conditions.

Location

Differences in value occur due to varying degrees of accessibility, exposure and surrounding development to a site. Access is often determined by corner locations, natural barriers, ease of entrance on and off of major thoroughfares, etc. Surrounding development also plays an important part of locational influences for a property. With respect to this factor, Comparables 1& 2 indicate downward adjustments as they are located along a superior thoroughfare. Comparable 4 indicates a downward for its close proximity to a major area thoroughfare, US Highway 377.

Size

Typically, but not always, larger comparables sell for a lower unit value. Therefore, when making comparisons on a per unit basis, the larger comparables tend to be adjusted upward and the smaller comparables tend to be adjusted downward to accurately reflect the differences. With respect to this factor, materially larger comparables were adjusted upward accordingly and materially smaller comparables were adjusted downward accordingly.

Physical Features

The overall site characteristics of each sale have been compared to the subject site. These include traits such as drainage, site preparation expense, topography, and configuration. Configuration, if irregular, may limit development. **It is noted that the subject's 15% flood encumbrance, rolling topography, and presence of lakes on the site are considered within this adjustment.** With respect to this factor, Comparable 4 indicates an upward adjustment as they are bisected by thoroughfares. Comparable 1 indicates an upward adjustment to account for greater amounts of floodplain.

Utilities

The availability of public utilities such as water, electric power and sanitary sewer service have an impact on property values since the non-availability of such utilities could restrict the overall development and/or potential use of an individual site. Therefore, when analyzing vacant land, it is important to determine whether or not public utilities are available. If they are not available, the appraiser must examine to what extreme a potential developer would have to go in gaining access to such services. subject site has well water and septic. **The subject displays electric, well water, and a septic system. It is noted that the presence of the on-site water well with water distribution system, and package wastewater treatment plant are considered within this adjustment.** With respect to this factor, Comparable 1 indicates an upward adjustment as it displays solely electric.

Zoning

Adjustments for zoning typically recognize the different densities and restrictions of different zoning classifications, as well as use potential, and directly relates these differences between the comparable sales and the subject property. The zoning classifications and/or use potential for the sales utilized are deemed similar to that of the subject. With respect to this factor, no adjustments were indicated.

CONCLUSION

In the final analysis of the subject property, similar weight was given to all of the sales. The following is the adjustment table with the concluded opinion of value via the Sales Approach.

	SUBJECT	1	2	3	4
Date	**Current**	Listing	Mar-24	Jan-23	Jan-22
Sale Price		$13,912,500	$5,273,939	$4,223,037	$14,188,000
SIZE - Acre	**427.01**	371.00	200.93	169.41	567.52
Unit Price ($ / Acre)		**$37,500**	**$26,248**	**$24,928**	**$25,000**
TRANSACTION ADJUSTMENTS					
Property Rights	**Fee Simple**	Similar 0% $37,500	Similar 0% $26,248	Similar 0% $24,928	Similar 0% $25,000
Financing Terms	**Cash**	Similar 0% $37,500	Similar 0% $26,248	Similar 0% $24,928	Similar 0% $25,000
Conditions of Sale	**Arm's Length**	Listing -10% $33,750	Similar 0% $26,248	Similar 0% $24,928	Similar 0% $25,000
Market Conditions	**Current**	Listing 0% $33,750	Mar-24 3% $27,035	Jan-23 5% $26,174	Jan-22 7% $26,750
PROPERTY ADJUSTMENTS					
Location	**Average**	Superior -10%	Superior -5%	Similar 0%	Superior -5%
Size - Acre	**427.01**	371.00 0%	200.93 -5%	169.41 -7%	567.52 3%
Physical Features	**Average**	Inferior 5%	Similar 0%	Similar 0%	Inferior 5%
Utilities	**Electric, Well Water, Septic**	Inferior 5%	Similar 0%	Similar 0%	Similar 0%
Zoning	**None**	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Total Adjustment		*0%*	*-10%*	*-7%*	*3%*
Adjusted $ / Acre		**$33,750**	**$24,332**	**$24,342**	**$27,553**
Adjusted Mean $ / Acre					**$27,494**
A value generally in-line with the mean is well supported.				Concluded Unit Value	**$27,500**
Land Size (Acres)					**427.01**
Value Indication					**$11,742,748**
Concluded Value					**$11,750,000**

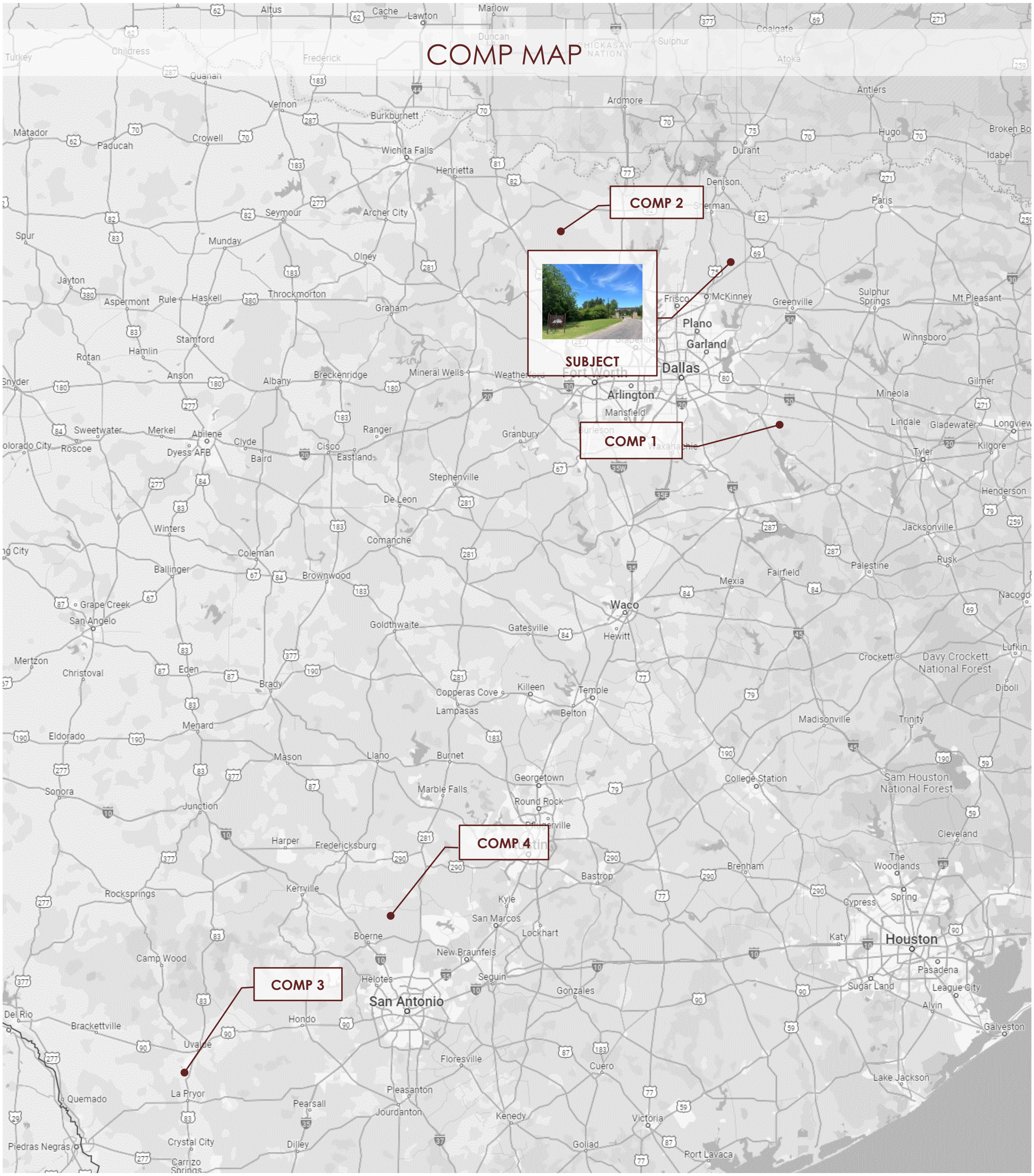
VALUATION – DEED RESTRICTION

SALES COMPARISON APPROACH

The principles of real estate appraisal are basic to the sales comparison approach; however, one of the most important is the principle of substitution. "As applied to the sales comparison approach, the principle of substitution holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability."

The sales comparison approach is a method of estimating market value whereby a subject property is compared with comparable properties that have sold recently. One premise of the sales comparison approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the sales comparison approach is a systematic procedure for carrying out comparative shopping. As applied to real estate, the comparison is applied to the unique characteristics of the economic good that cause real estate prices to vary.

> **The following analysis is performed under the hypothetical condition that the previously described deed restriction was currently in place. The deed restriction would require that the subject be used as an outdoor education camp for the school aged children in Collin County. The deed restriction would also permit the operator to run the facility for summer camps, corporate retreats, and/or reunions. The comparable sales utilized in this value scenario are similar improved properties with similar uses and/or similar improvements.**


COMP MAP
COMP 2
SUBJECT
COMP 1
COMP 4
COMP 3
Dallas
Fort Worth
Arlington
Plano
Garland
Frisco
McKinney
Waco
San Antonio
Houston

COMPARABLE 1

PROPERTY IDENTIFICATION

Property Type	Improved Land
Address / Location	10164 Farm to Market Road 1836, Kaufman County, Texas 75169

PHYSICAL DATA

Building Type	Single Family Residence
Constr. Type	Metal
Size (SF)	6,108
Stories	2
Year Built	2016
Condition	Good
Land Size (SF)	22,075,337
Land Size (Ac)	506.78
Land to Build	3614.17

SALE DATA

Sale Price	**$6,150,000**
Grantor	Number 19 Real Estate, Inc
Grantee	Nesh Farms Kaufman, LLC
Sale Date	December 12, 2023
Record Data	34857
Verification	MLS #20194008

INDICATORS

Sale Price / Acre	**$12,135.44**

COMMENTS

Property is located on the south side of Farm to Market Road 1836, just west of Farm to Market Roa 2515, and south of Highway 243. Property displays a 5,324 SF single family residence with two (2) bedrooms/ six (6) bathrooms and an attached 3,000 SF shop/warehouse building. It is noted that one of the bedrooms is being utilized as a bunk room that sleeps five (5) people. The subject includes a large indoor enertainment area with a bar, an outdoor grill/fire pit area, private lake, and a 784 SF guest house. Utilities to the site are septic sewer and co-opo electric and water. Some floodplain is noted on the south side of the property. The main residence and guest house have been included in the GBA herein. Broker: Courtney Bishop (214) 908.5364

COMPARABLE 2

LOCATION	
Address / Location	661 FM 922 Montague County, Texas

PHYSICAL DATA	
Size (acres)	547.70
Size (SF)	23,857,899
Zoning	None
Shape	Irregular
Topography	Generally level to Rolling
Utilities	Available

SALES DATA	
Date of Sale	October 6, 2022
Sale Price	$7,000,000
Price Per Acre	**$12,781**
Price Per SF	**$0.29**

Grantor	Bonita Creek Ranch LLC
Grantee	JTH Bonita Ranch LLC
Recording	D2205500
Confirmation	Contract of Sale

COMMENTS

Located on the north side of FM 922, east of FM 677. The property is improved with a single-family residence that totals 6,590 SF of living area and displays five (5) bedrooms, an office, 5 ½ bathrooms, a check-in area, commercial grade kitchen, retail area, gun/mud room, great room, dining area, buffet area, kitchen, and game room. There is also 2,290 SF of porch area. The property also displays a 3-sided barn that measures 39' x 79', 28' x 38' 3-sided hay barn, a 8' x 8' metal shed, a 12' x 12' metal canopy, a 16' x 16' metal canopy, and a 40' x 60' concrete pad, and oil/gas easement pad sites. Furthermore, property is high game fenced on all boundary sides and displays low barbed wire interior fencing, and metal pipe fencing, livestock pens, and cross fencing. There are 8 ponds and a 5.2 acre lake. Property was purchased for $7,000,000 which was considered below market as it was an all cash purchase and a quick close which benefited the seller. No floodplain noted.

COMPARABLE 3

LOCATION

Address	Highway 83 South Uvalde County, Texas

PHYSICAL DATA

Size (acres)	300.00
Size (SF)	13,068,000
Zoning	None
Shape	Irregular
Topography	Slightly Sloping
Utilities	Available

SALES DATA

Date of Sale	August 2, 2022
Sales Price	$6,900,000
Price Per Acre	**$23,000**
Price Per SF	**$0.53**

Grantor:	Hendrix Gregory L
Grantee:	Rock Dam Ranch LTD Mormon Mill Center LTD
Recording	D2022015721
Confirmation	Broker

COMMENTS

Property is located on the west side of Highway 83 South, just south of the Nueces River. Property is improved with a +/- 48,761 SF facility: a 25,434 SF hunting villa with 13 bedrooms and 17 bathrooms and +/- 23,327 SF of other residences. Improvements display a swimming pool/hot tub, movie theatre, commercial kitchen/bar, equipment barn, walk in cooler and processing facility, hunting blinds, feeders, skeet tower, etc. Property displays approximately 10% floodplain. Broker: Greg Gonsoulin (409) 454-1375

COMPARABLE 4

LOCATION	
Address	2734 Harvest Creek Lane Kendall County, Texas

PHYSICAL DATA	
Size (acres)	801.00
Size (SF)	34,891,560
Zoning	None
Shape	Irregular
Topography	Rolling
Utilities	Available

SALES DATA	
Date of Sale	March 15, 2021
Sales Price	$12,000,000
Price Per Acre	**$14,981**
Price Per SF	**$0.34**

Grantor:	Leaning R Ranch Family LP
Grantee:	entry Supply Inc DBA Superior Supply and Steel
Recording	D353565
Confirmation	Broker

COMMENTS

Property is located on the west side of Harvest Creek Lane, west of FM 474, south of FM 473. Property is fenced and displays +/- 17,473 SF of main improvements: 8,800 SF main residence, 3,180 SF guest house, 3,701 SF foremans quarters, 1,792 SF guest house, barns, pens, tennis court, horse barn, arena, green house, and game fencing with exotics. Property is located along the Guadalupe River. Property displays approximately 10% floodplain. Broker: Michael Schultz (210) 268-8510

IMPROVED SALES SUMMARY

The market data utilized for the basis of this analysis is considered the best available and indicative of current market trends for undeveloped land in the subject market area. Components that affect the sale price of land are numerous, but the most prominent are property rights conveyed, terms, conditions of sale, market conditions, size, location, physical features, zoning and public utility availability. **Given the large land size of the subject and comparables and the majority of the value being in the land, a price per acre to the land area was utilized as the unit of comparison.**

Property Rights

The adjustment for property rights conveyed recognizes that differences in legal interest or estate between the subject and the comparable properties may occur. In this analysis, all the sales occurred in fee simple title and therefore, no adjustments were indicated.

Financing Terms

The adjustment for cash equivalency takes into account the fact that the transaction price of the comparable property may not be equal to its cash equivalent price. All the sales utilized in this analysis were cash to seller transactions or transactions involving market financing, and no adjustment for cash equivalency was necessary.

Conditions of Sale

Adjustments for conditions of sale are intended to recognize motivations of the buyer and the seller that are unique to ordinary market conditions. All of the comparable market data utilized herein were arm's length transactions. With respect to this factor, Comparable 2 indicates an upward adjustment as it sold below market.

Market Conditions

Each of the previous sales have been given consideration for the lapse of time between the date of sale and the effective date of this appraisal. With respect to market conditions, Comparables 2-4 indicate upward adjustments to account for appreciating market conditions.

Location

Differences in value occur due to varying degrees of accessibility, exposure and surrounding development to a site. Access is often determined by corner locations, natural barriers, ease of entrance on and off of major thoroughfares, etc. Surrounding development also plays an important part of locational influences for a property. With respect to this factor, Comparables 2-4 indicate upward adjustments as they are located within inferior submarkets. It is noted that Comparable 1 is located along a superior thoroughfare within an inferior submarket; thus, these adjustments are considered to offset, and no adjustment was made for this comparable.

Size

Size is a factor that must be considered when comparing land sales. Typically, but not always, larger tracts sell for a lower unit value. Therefore, when making comparisons on a per unit basis, such as price per unit, the larger tracts tend to be adjusted upward and the smaller tracts tend to be adjusted downward to accurately reflect the differences. With respect to this factor, materially larger tracts of land were adjusted upward accordingly, and materially smaller tracts of land were adjusted downward accordingly.

Physical Features

The overall site characteristics of each sale have been compared to the subject site. These include traits such as drainage, site preparation expense, topography, and configuration. Configuration, if irregular, may limit development. **It is noted that the subject's 15% flood encumbrance, rolling topography, and presence of lakes on the site are considered within this adjustment.** With respect to this factor, Comparable 2 warranted a downward adjustment as it does not display any flood encumbrance, which is superior relative to the subject.

Utilities

The availability of public utilities such as water, electric power and sanitary sewer service have an impact on property values since the non-availability of such utilities could restrict the overall development and/or potential use of an individual site. Therefore, when analyzing vacant land, it is important to determine whether or not public utilities are available. If they are not available, the appraiser must examine to what extreme a potential developer would have to go in gaining access to such services. subject site has well water and septic. **The subject displays electric, well water, and a septic system. It is noted that the presence of the on-site water well with water distribution system, and package wastewater treatment plant are considered within this adjustment.** With respect to this factor, no adjustments were indicated.

Zoning

Adjustments for zoning typically recognize the different densities and restrictions of different zoning classifications, as well as use potential, and directly relates these differences between the comparable sales and the subject property. The zoning classifications and/or use potential for the sales utilized are deemed similar to that of the subject. With respect to this factor, no adjustments were indicated.

Contributory Improvements

It is noted that the subject property consists of 427.009-acres of land area with 80,530 SF of improvements that were purpose-built for YMCA Collin County Adventure Camp, as previously described in further detail. It is noted that the size / quality / condition of the improvements is accounted for within this element of comparison, with smaller and/or inferior improvements being adjusted upward and larger and/or superior improvements being adjusted downward. With respect to this factor, Comparables 1 and 2 indicate upward adjustments for their inferior overall size and quality and condition of their improvements. Comparable 3 indicates a downward adjustment for the superior quality and condition of its improvements.

CONCLUSION

In the final analysis of the subject property, similar weight was given to the sales. The following is the adjustment table with the concluded value of the Sales Approach.

	SUBJECT	1	2	3	4
Date	**Current**	Dec-23	Oct-22	Aug-22	Mar-21
Sale Price		$6,150,000	$7,000,000	$6,900,000	$12,000,000
SIZE - Acre	**427.01**	506.78	547.70	300.00	801.00
Unit Price ($ / Acre)		**$12,135**	**$12,781**	**$23,000**	**$14,981**
TRANSACTION ADJUSTMENTS					
Property Rights	**Fee Simple**	Similar 0% $12,135	Similar 0% $12,781	Similar 0% $23,000	Similar 0% $14,981
Financing Terms	**Cash**	Similar 0% $12,135	Similar 0% $12,781	Similar 0% $23,000	Similar 0% $14,981
Conditions of Sale	**Arm's Length**	Similar 0% $12,135	Below Market 8% $13,803	Similar 0% $23,000	Similar 0% $14,981
Market Conditions	**Current**	Dec-23 0% $12,135	Oct-22 5% $14,493	Aug-22 5% $24,150	Mar-21 10% $16,479
PROPERTY ADJUSTMENTS					
Location	**Average**	Similar 0%	Inferior 5%	Inferior 5%	Inferior 5%
Size - Acre	**427.01**	506.78 0%	547.70 3%	300.00 -3%	801.00 5%
Physical Features	**Average**	Similar 0%	Superior -5%	Similar 0%	Similar 0%
Utilities	**Electric, Well Water, Septic**	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Zoning	**None**	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Contributory Improvments	**Camp Facility**	Inferior 20%	Inferior 10%	Superior -20%	Similar 0%
Total Adjustment		*20%*	*13%*	*-18%*	*10%*
Adjusted $ / Acre		**$14,563**	**$16,377**	**$19,803**	**$18,127**
Adjusted Mean $ / Acre					**$17,218**
A value in line with the mean is generally well supported.				Concluded Unit Value	**$17,000**
Land Size (Acres)					**427.009**
Value Indication					**$7,259,153**
Concluded Value					**$7,260,000**

TEST OF REASONABLENESS

As a test of reasonableness, the appraisers analyzed the following comparable sales of similar camp facilities across the country.

IMPROVED SALE SUMMARY						
No.	**Location**	**Camp Name**	**Sale Date**	**Sale Price**	**Size - Acre**	**$ / Acre**
1	173 County Road 96, Ward, Colorado	YMCA Camp Tumbleson Lake	Mar-24	$5,400,000	303.00	$17,822
2	966 Lodge Road, Amity, Arkansas	Timber Lodge Ranch	Mar-23	$2,250,000	153.00	$14,706
3	17900 Red Feather Lakes Road, Red Feather Lakes, Colorado	Magic Sky Ranch	Sep-21	$11,250,000	724.00	$15,539
Average $ / Acre						**$ 16,022**

CONCLUSION

The above sales were also purpose-built specifically for a similar camp and recreational facility as the subject improvements. The concluded unit value for the subject of $17,000/acre is well within the range and generally in-line with the mean of comparables; thus, the concluded value with the deed restriction being in place of $7,260,000 is considered reasonable and supported.

MARKETING / EXPOSURE TIME

Consideration has been given to a reasonable estimated exposure and marketing period estimate for the subject property.

Exposure Time as it relates to the subject is utilized in establishing market value. The Comment to Standards Rule 1-2 (c) of USPAP states that when estimating market value, the appraiser should be specific as to the estimate of exposure time linked to the value estimate.

Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time may be defined as follows: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Marketing Time is a function of various factors including, prevailing market conditions, the price of the product being marketed, the competitive position of the property in the market, and the amount and quality of marketing effort allocated to the property. It is strongly emphasized that the appraisers have no control of the aforementioned factors, nor can the appraisers anticipate or predict any of them. Therefore, it assumed that the property will receive an adequate marketing effort.

Therefore, an estimated marketing time of **12 months or less** and the estimated exposure time of **12 months or less** is considered reasonable.

ASSUMPTIONS & LIMITING CONDITIONS

"Report" signifies the appraisal or consulting report and its conclusions, to which these Assumptions and Limiting Conditions are annexed.
"Property" signifies the subject of the Report.

"LPA" means Lowery Property Advisors, LLC, or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of LPA who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- Unless otherwise specifically noted in the body of the report, it is assumed that the title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. LPA is not aware of any title defects nor has it been advised of any representations relative to the condition of the title. LPA has not reviewed any documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of the title. Insurance against financial loss resulting in claims that may arise out of defects in the subject's title should be sought from a reputable title company which specializes in real property.

- Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property was not observed by the appraisers. LPA has no knowledge of the existence of such materials on or in the property. LPA, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would constitute a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. LPA has inspected as thoroughly as possible by observation. However, it was impossible to personally inspect conditions beneath the soil. Therefore, no representation is made as to these matters unless specially considered in the appraisal.

- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

- Responsible ownership and competent property management are assumed.

- The information furnished by others is believed to be reliable. However, LPA gives no warranty for its accuracy.

- LPA assumes that all engineering is correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

- If provided, the estimated insurable value is included at the request of the client and has not been performed by a qualified insurance agent or risk management underwriter. The cost estimate should not be solely relied upon for insurable value purposes. The appraisers are not familiar with the definition of insurable value from the actual insurance provider, the local government underwriting regulations, or the types of insurance coverage available. LPA has followed traditional appraisal standards to develop a reasonable calculation based upon industry practices and industry accepted publications such as the Marshall Valuation Service handbook. Actual construction costs can vary greatly from this estimate. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The appraisers are not cost experts in cost estimating for insurance purposes.

- LPA assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

- It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the Appraisal Report.

- All applicable zoning and use regulations and restrictions are assumed to have been complied with, unless a nonconformity has been stated, defined, and considered in the Appraisal Report.

- Required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization are assumed to have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

- The utilization of the land and improvements is assumed to be within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

- All information, comments and conclusions pertaining to subject and other properties described represent the opinion of the appraiser formed after a personal examination of each.

- The appraiser has no interest, present or prospective, in the subject property.

- Sketches in this report are included to assist the reader in visualizing the property.

- LPA assumes that there are no hidden or unapparent conditions of the appraised property, which would render it more or less valuable. Furthermore, the appraisers assume that there are no potentially harmful asbestos or other materials and/or site contaminants in, on, or near soil, subsoil, or structure of the appraised property and that there has been no disposal, discharge, leakage, or spillage of pollutants or contaminant which would render it more or less valuable, whether or not these materials or contaminants are apparent or hidden and unapparent.

- No responsibility is assumed by the appraisers for these conditions. In addition, no responsibility is assumed by LPA for the cost of engineering and/or laboratory studies which might be required to discover such materials or contaminants. And no such engineering or laboratory studies have been ordered for the appraised property.

- Disclosure by the appraiser of the contents of this Appraisal Report is subject to review in accordance with the by-laws and regulations of The Appraisal Institute.

- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

- Possession of this report, or a copy thereof, does not carry with it the right of publication, unless prior arrangements have been made.

- The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraiser.

- This appraisal was made in accordance with the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation and the Appraisal Institute.

- Acceptance of and/or use of this report constitutes acceptance of all assumptions and limiting conditions stipulated.

- The *Americans with Disabilities Act* ("ADA") became effective July 26, 1992. LPA has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

- Unless otherwise noted in the body of the report, it is assumed that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this Appraisal Report. Unless otherwise stated, it is also assumed that there are no air or developments rights of value that may be transferred.

- By use of this Report, each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.

CERTIFICATION

We certify to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the State of Texas.
- Danielle Watkins, MAI made a personal inspection of the property that is the subject of this report. Mark Lowery, MAI, AI-GRS, CCIM, MRICS and Michael A. McLain, MAI, R/W-AC did not make a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- As of the date of this report, Mark Lowery, MAI, AI-GRS, CCIM, MRICS, Michael A. McLain, MAI, R/W-AC, and Danielle Watkins, MAI have completed the continuing education program for Designated Members of the Appraisal Institute. Moreover, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Mark Lowery, MAI, AI-GRS, CCIM, MRICS, Michael A. McLain, MAI, R/W-AC, and Danielle Watkins, MA performed services, as an appraiser regarding the property that is the subject of this report on May 10, 2024. Mark Lowery, MAI, AI-GRS, CCIM, MRICS, Michael A. McLain, MAI, R/W-AC, and Danielle Watkins, MA performed no other services, as an appraiser or in any other capacity regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment

MARK LOWERY, MAI, AI-GRS, CCIM, MRICS
Certificate No. TX1334103-G

MICHAEL A. MCLAIN, MAI, R/W-AC
Certificate No. TX1380290-G

DANIELLE WATKINS, MAI
Certificate No. TX1381091-G

ADDENDUM

MANAGEMENT AGREEMENT

Between

COLLIN COUNTY, TEXAS

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DALLAS

Pertaining to

Collin County Outdoor Youth Camp

Dated as of _____ __, 2002

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT dated as of _____ __, 2002 (as it may be amended or supplemented, the "**Agreement**"), is entered into by and between COLLIN COUNTY, TEXAS (the "**County**"), and YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DALLAS, a Texas non-profit corporation (the "**Operator**").

W I T N E S S E T H:

WHEREAS, the voters of the County approved the issuance of $26,000,000 Ad Valorem Tax Park Bonds for Youth Camping and Related Outdoor Recreation and Education Facilities on November 6, 2001; and

WHEREAS, the County has the authority to construct and operate the Collin County Outdoor Youth Camp (the "**Youth Camp**"), to be located on approximately 420 acres of County-owned land in Northeast Collin County near Westminster (the "**Property**"); and

WHEREAS, the County desires that the Operator manage the Youth Camp and institute programs consistent with this Agreement, and the Operator, who is experienced in such management, desires to do so;

NOW, THEREFORE, for and in consideration of the mutual agreements and undertakings of the parties set out in this Agreement, the County and the Operator agree as follows:

1. Operator's Undertaking; Duty of Care. Operator agrees to operate the Youth Camp in a manner consistent with the Permitted Uses set forth in paragraph 5 below, in accordance with such management and operational standards as are customarily employed by similar operators managing similar facilities and on a not-for-profit basis, and the County agrees to such operation by Operator under the terms and conditions of this Agreement.

2. Services. Operator shall have the exclusive right to operate the Youth Camp in accordance with this Agreement and the standards set forth in paragraph 1. Without limiting the generality of the foregoing, Operator will provide the following services in connection with the Youth Camp:

(a) Initial Plan. On September 1 of the calendar year prior to the first school year during which the Youth Camp is anticipated to be in operation, Operator shall submit to the Collin County Commissioners Court (the "**Commissioners Court**") and the Collin County Youth Camp Advisory Board (the "**Board**") a draft plan (the "**Draft Initial Plan**") for the management of the Youth Camp, which shall include, without limitation, the items set forth on Exhibit A to this Agreement and shall cover the period from the Estimated Occupancy Date (defined below) through August 31 of the second school year (based on the current Estimated Occupancy Date of June 1, 2005, the Initial Plan will be due September 1, 2004 and will cover the period from June 1, 2005 through August 31, 2006). The Commissioners Court, after consulting with the Board, will provide its comments and recommendations to the Draft Initial Plan to the Operator within 30 days after its receipt of the Draft Initial Plan. Within 60 days of Operator's submission of the Draft Initial Plan, the Operator will begin implementing the Draft

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case may be, the Draft Annual Plan and Annual Plan for the Plan Year following that in which the Updates occurred.

(e) Semi-Annual Financial Reports. Operator shall prepare and submit to the County, by no later than sixty (60) days after May 1 and November 1 of each Plan Year, an unaudited financial report showing cumulative operating results (for the semi-annual period and year-to-date) for the Youth Camp and a comparison against the budget contained in the Annual Plan. The report shall include the sources and uses of funds, net operating cash flow, net profits and losses, and a balance sheet as of the end of the applicable period.

(f) Summary of Activities. Operator shall prepare and submit to the County, by no later than ninety (90) days after the end of the Plan Year a narrative summary of the programs, classes and development and other activities taking place at the Youth Camp during such Plan Year.

(g) Subcontracts. Operator may contract with one or more of its Affiliates to perform all or any portion of the services set forth in this Agreement. "**Affiliate**" means any person or entity which, directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with the party in question. Operator shall have full authority to engage in any contracts described in the Initial Plan or Annual Plans, to engage any persons to perform repairs and maintenance as contemplated herein, and enter into vendor service contracts for services to be performed at the Youth Camp provided such contracts grant Operator the right to terminate such contract on not less than 30 days prior written notice. Notwithstanding the foregoing, Operator shall not contract with any party for any work at the Property that materially affects the structure of any improvement at the Property without the County's written consent, which consent will not be unreasonably withheld. Each party with which Operator contracts to perform services at the Property must maintain Commercial General Liability insurance policies equal to or greater than $1,000,000 per occurrence with respect to its performance of such services.

3. Term and Termination. This Agreement is effective as of the date hereof (the "**Effective Date**"), and unless earlier terminated in accordance with the applicable provisions of this Agreement, shall terminate at 11:59 p.m. on the last day of the 240th full calendar month following the date upon which (i) the Youth Camp Facility Construction is completed, except for punch list items, in accordance with the Final Plans (defined below), which makes the Youth Camp available for its Permitted Uses and (ii) a certificate of occupancy, if applicable, is issued for the Youth Camp (the "**Occupancy Date**"). Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Agreement, this Agreement may be earlier terminated for any reason or no reason if the Operator or the County gives written notice to the other party of its intention to terminate this Agreement on or before May 1 of any calendar year after the fifth anniversary of the Occupancy Date, each such termination to be effective on May 31 of the following calendar year.

4. Construction of the Youth Camp. Approval of Plans and Specifications. The County hereby covenants and agrees to construct on the Property certain youth camp facilities (the "**Youth Camp Facility Construction**") in a good and workmanlike manner and according to plans and specifications prepared by the County, a preliminary list of improvements to be

during such times as the Youth Camp is not being used by such schoolchildren (the "**Primary Purpose**"). The Operator may also provide group outdoor education classes, continuing education, recreation, camping and related activities to other individuals and groups (the "**Secondary Purpose**"), provided that the Secondary Purpose shall in no way interfere with the Primary Purpose. Uses consistent with the Primary Purpose and the Secondary Purpose shall be referred to herein each individually as a "**Permitted Use**" and collectively as the "**Permitted Uses**". The Operator will not use or occupy or, to the extent within Operator's reasonable control, allow the Property or any part thereof to be used or occupied, for any illegal, unlawful, disreputable or hazardous purpose or use or in violation of any certificate of occupancy or certificate of compliance or certificate of need covering or affecting the use of the Property or any part thereof or in any manner which would cause structural injury to the Property, or any part thereof, or cause the value or usefulness of the Property, or any part thereof, to diminish, and the Operator will not, to the extent within Operator's reasonable control, suffer any act to be done or any condition to exist on the Property, or any part thereof, or any action to be brought thereon, which may be dangerous, or which may constitute a nuisance, public or private, or waste, or which may make it impossible to obtain the insurance provided for herein or which may increase the cost of such insurance or render the insurance void. The Operator shall not, to the extent within Operator's reasonable control, use, suffer or permit the Property, or any part thereof, to be used by the Operator, any third party or the public, as such, without restriction or in such manner as might impair the County's title to the Property, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third parties, or of implied dedication of the Property, or any part thereof. Nothing contained in this Agreement and no action by the County shall be construed to mean that the County has granted to the Operator (i) any authority to do any act or make any agreement that may create any such third party or public right, title, interest, lien, charge or other encumbrance upon the estate of the County in the Property or (ii) a leasehold interest in the Property. THIS AGREEMENT IS NOT INTENDED TO BE, NOR SHALL IT BE CONSTRUED AS, A LEASE.

6. Non-Discrimination. Operator represents that it does not engage and warrants that, except as expressly permitted in this Section 6, it will not engage, during the term of this Agreement, in discriminatory practices of any kind, and hereby covenants and agrees that the Youth Camp will be open for participation in the Permitted Uses by all persons, regardless of race, color, gender, age, creed, physical impairment or national origin. Notwithstanding the foregoing, Operator shall have full discretion to prohibit participation by any individual or group that Operator believes may create a risk of harm to other participants in the Permitted Uses of the Youth Camp.

7. Compliance with Law. Operator shall comply with all applicable laws, ordinances and regulations, covenants and restrictions applicable to the Youth Camp, the Property and the Permitted Uses, and shall promptly comply with all governmental orders and directives issued prior to or during the term of this Agreement regarding the operation of the Property, the Youth Camp, the Permitted Uses and, if applicable and within Operator's reasonable control, the prevention, correction and abatement of nuisances in or upon the Youth Camp, all at Operator's sole expense (collectively, "**Laws**").

8. Licenses and Permits. Operator shall at its own expense obtain and maintain any and all governmental licenses, permits, certificates, consents and other approvals and

documentation necessary to operate the Youth Camp for the Permitted Uses or as otherwise set forth in the applicable terms of this Agreement (collectively, the "**Licenses**"); provided, however, the County shall obtain and maintain all governmental licenses, permits, certificates, consents and other approvals and documentation necessary to operate the wastewater treatment facilities on the Property (the "**Wastewater Licenses**"). Notwithstanding the foregoing, Operator shall reimburse County for all reasonable direct costs related to maintaining the Wastewater License, provided that the County delivers to Operator paid receipts or other evidence reasonably acceptable to Operator that such disbursements have been made.

9. Operator's Revenues. The Operator shall charge reasonable rates, in Operator's sole discretion, to persons utilizing the Youth Camp during the term of this Agreement. The Operator and the County acknowledge and agree that the County will not directly pay a management fee to the Operator in consideration of the services.

10. Operation, Repairs and Maintenance Final Completion. Prior to delivery of the Youth Camp to Operator, the County's architect shall prepare a preliminary punch list in writing for the County's and the Operator's review and the County and the Operator shall examine the Youth Camp and shall agree on a final "Punch List," which shall specify the items of work that require correction, repair or replacement. In the event the County and the Operator are unable to agree on the final Punch List, the County's architect's determination on any disputed Punch List item shall be final. The County and the Operator shall each approve, or provide comments to, as the case may be, such Punch List in writing within two (2) working days of the walk-through. The County agrees to correct and complete, at its sole cost and expense, and as soon as practicable any items outlined in the agreed upon Punch List. The County shall grant a non-exclusive license to Operator to all warranties obtained by the County in connection with the Youth Camp Facility Construction; provided that such license shall immediately terminate without notice upon the termination of this Agreement.

(b) County Repair Obligations. Upon receipt of notice from the Operator, the County shall, at its own cost and expense correct any latent or other defects in the construction of the Youth Camp, including any structural repairs (as opposed to ordinary repair, maintenance, and replacement expected with the construction materials and equipment installed in the Youth Camp in light of their specification).

(c) Operation; Good Repair. Operator shall at its own cost and expense,:

(i) operate the Youth Camp consistent with the operation of similar youth camp grounds in the State of Texas and only in accordance with the Permitted Uses;

(ii) except to the extent of the County's repair obligations as set forth herein, keep and maintain the Youth Camp in good repair, condition and working order in conformity with the Laws and such standards as are customarily employed by similar operators managing similar facilities, and make or cause to be made all necessary repairs thereto, ordinary and extraordinary, and shall suffer no waste or nuisance, it being the express intent of the County and Operator that (A) Operator shall maintain the Youth Camp in a clean, orderly and safe condition

as an operating expense of Operator, and (B) except as set forth herein, the County is not obligated under this Agreement or otherwise to make any repairs to or maintain the Youth Camp and is not responsible for the cost of any related expenses; and

(iii) maintain the grounds of Youth Camp, including, without limitation, ensuring the regular mowing of grass and maintenance of the landscape and wastewater facilities.

Prior to the Occupancy Date, the County shall provide to the Operator any equipment and supplies that the County and Operator have in good faith agreed will be needed in connection with items (i) – (iii) above, and the Operator shall have the right to use such equipment and supplies during the term of this Agreement, provided that to the extent the County has licensed all warranties applicable to such equipment and supplies, the Operator shall maintain such equipment in good working order, and shall use such supplies in a manner that is not wasteful. The Operator shall replace, at the Operator's cost, such equipment and supplies as are reasonably necessary, and each item so replaced shall be delivered to the County within ten days after any such replacement. The Operator may also purchase, at the Operator's cost, such other equipment and supplies as Operator determines in its reasonable discretion are necessary in connection with items (i) – (iii) above. Upon the expiration or earlier termination of this Agreement, all supplies and equipment provided by the Operator (not including Improvements) shall, at the County's written election delivered to Operator within thirty (30) days after the expiration or termination of the Agreement, (i) be removed by the Operator at the Operator's cost within thirty (30) days after the County's written election, and the Operator shall repair all damage caused by such removal, or (ii) be purchased by the County at a price (the **"Market Price"**) determined by the County and the Operator, or independent appraisers as hereinafter described. If the County gives the Operator written notice of the County's election under (ii) above, then the County shall deliver its determination of the Market Price to the Operator. If the Operator delivers written notice to the County of its approval of the County's determination of Market Price or if the Operator fails to deliver any written notice to the County within ten (10) days after its receipt of the County's determination of Market Price, then the County's determination of Market Price shall govern. If the Operator delivers written notice to the County of its disapproval of the County's determination of Market Price, then within ten (10) days after such notice, each party shall select a qualified property appraiser with at least ten years experience in appraising equipment and supplies in the city or submarket in which the Youth Camp is located. The two appraisers shall immediately and jointly appoint a third appraiser with the qualifications specified above. The third appraiser shall immediately (within five days) make a determination of the Market Price. The parties shall equally share the costs of any third appraiser. The forgoing rights and obligations as to supplies and equipment provided by the Operator shall survive the term of this Agreement.

(d) Emergency Conditions. In the event any condition may arise in, on or in the vicinity of the Youth Camp of an emergency nature which presents a risk to persons using, employed in connection with or otherwise present at the Youth Camp (each such condition, an "**Emergency Condition**"), Operator will immediately take all steps and make all expenditures necessary to protect such persons and correct the Emergency Condition as soon as possible. All expenditures the Operator makes in connection with any Emergency Condition shall be expenses

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Dallas Manageme

Camp (a) to inspect the general condition and state of repair thereof, (b) to make repairs and remove Improvements as set forth in paragraphs 10 and 11, or otherwise as required or permitted under this Agreement, or (c) for any other reasonable purpose that does not unreasonably interfere with Operator's Permitted Use of the Youth Camp.

14. Operating Expenses. Except as otherwise provided in this paragraph 14, all expenses incurred in connection with operating and maintaining the Youth Camp shall be expenses of the Operator (and the County shall be reimbursed therefor by the Operator, as provided herein, if applicable) including, without limitation, the cost of (a) operating supplies and equipment, (b) wages, salaries, employee benefits, payroll taxes, training costs and related employee expenses set forth in paragraph 16, (c) advertising and promotional expenses, (d) the cost of all utility services, including, without limitation, initial deposits and connection charges, all charges for sanitary sewer, waste disposal, water and electricity, (e) grounds and landscaping service costs, (f) costs, including premiums and deductibles, for Insurance (to the extent set forth in Sections 19 and 20 below), (g) applicable expenditures for maintenance and repair, (h) Impositions (defined below), and (i) any and all other costs, fees, expenses or payments paid or payable in connection with Operator's operation of the Youth Camp or the Permitted Uses. With respect to any amount paid by the County under this paragraph 14, the Operator shall reimburse the County therefor within ten (10) days of the County's written demand and delivery of receipted invoices or other evidence reasonably acceptable to Operator demonstrating that such disbursements have been made. "**Impositions**" shall mean (1) personal property taxes, (2) occupancy and rent taxes, (3) water and sewer rents, rates and charges, and vault taxes, (4) charges for public utilities, (5) license and permit fees, (8) any taxes, assessments or governmental levies, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, except those imposed on real estate, which at any time prior to or during or applicable to the term of this Agreement or any part thereof may be assessed, levied, confirmed, imposed upon, or grow or accrue or become due and payable out of, or charged with respect to, or become a lien on, the Property or any part thereof, or the sidewalks or streets in front of or adjoining the Property, or any vault, passageway or space in, over or under such sidewalk or street, or any other appurtenances to the Property, or any personal property, equipment or other facility used in the operation thereof, or the rent or income received therefrom, or any use or occupation of the Property, or any document to which Operator is a party creating or transferring an interest or estate in the Property. Impositions shall not include and Operator shall not be liable for any fines, penalties, interest, or similar governmental charges assessed against the County and applicable with respect to any of the foregoing or any related court costs unless the same results from the Operator's failure to comply with the terms of this Agreement or with Laws.

15. Delegation of Duties. Operator acknowledges that its selection by the County to operate the Youth Camp was based primarily on its special expertise and capability in operating facilities consistent with the purpose and uses specified in this Agreement. Operator's unique capability shall not be substituted or assigned unless the replacement operator meets a similar standard, in the County's sole and absolute discretion; therefore, except as otherwise provided herein, Operator may not delegate the duties and obligations of this Agreement or any portion thereof without the County's express prior written consent.

EXECUTED as of the 7 day of Oct., 2002.

OPERATOR:OWNER:
YOUNG MEN'S CHRISTIAN ASSOCIATION
OF METROPOLITAN DALLAS
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

COLLIN COUNTY, TEXAS
By: Collin County Commissioners Court, Collin County, Texas, a public body, politic organized under the laws of the State of Texas 2002-816-10-07

By: _____
Name: Ron Harris
Title: County Judge

EXECUTED as of the 9 day of December, 2002.

OPERATOR:OWNER:
YOUNG MEN'S CHRISTIAN ASSOCIATION
OF METROPOLITAN DALLAS
a Texas non-profit corporation

By: _____
Name: GORDON ECHTENKAMP
Title: PRESIDENT / CEO

COLLIN COUNTY, TEXAS
By: Collin County Commissioners Court, Collin County, Texas, a public body, politic organized under the laws of the State of Texas

By: _____
Name: _____
Title: _____

BILL OF CONVEYANCE AND AGREEMENT

This Bill of Conveyance and Agreement ("Agreement") is entered into this __ day of February, 2006, by and between Collin County, Texas (the "County") and Young Men's Christian Association of Metropolitan Dallas, a Texas non-profit corporation ("Operator").

WHEREAS, the County and the Operator have entered into that certain Management Agreement (the "Management Agreement"), pertaining to, among other things, the Operator's management of certain real property and improvements known as the Collin County Outdoor Youth Camp (the "Youth Camp"); and

WHEREAS, pursuant to the Management Agreement, the County agreed to convey and transfer to the Operator certain equipment and supplies necessary for the proper operation and maintenance of the Youth Camp, and the Operator agreed to accept such equipment and supplies from the County in exchange for the services to be provided by Operator to County under the Management Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and in further consideration of the mutual covenants and agreements contained in the Management Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The County hereby conveys, assigns, transfers, and conveys to the Operator all of the County's rights, title, and interest in and to the supplies, equipment, and other tangible personal property set forth on Exhibit "A" attached hereto (the "Assets"). THE COUNTY HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE ASSETS, AND FURTHER, THE COUNTY HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE ASSETS THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. THE COUNTY DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE ASSETS. THE ASSETS ARE CONVEYED TO OPERATOR ON AN "AS IS" BASIS.

2. The Operator hereby accepts all of the County's right, title, interest, and benefit in and to the Assets, and further understands and agrees to the County's disclaimer of all warranties regarding same. Consistent with Paragraph 18 of the Management Agreement, Operator understands and agrees that Operator, and not the County, shall be responsible for all liabilities and claims of third parties arising from Operator's use of the assets following Operator's acceptance thereof. The Operator hereby acknowledges and agrees that the Assets are sufficient and wholly adequate for the purposes described in the Management Agreement, including, without limitation, those purposes described in Paragraph 10(c) of the Management Agreement, and the Operator acknowledges and agrees that the County's obligation set forth in Paragraph 10(c) of the Management Agreement to "provide the Operator any equipment and supplies that the County and Operator have in good faith agreed will be needed in connection with items (i) – (iii) above" is hereby fulfilled and satisfied in all respects. The Operator agrees that the Assets are accepted in partial consideration for the services to be provided by Operator to County as more fully set

forth in the Management Agreement and that the value of Operator's services to be provided per its obligations under the Management Agreement exceeds the value of the Assets.

2a. The Operator hereby asserts that it will review and assess the Assets as set forth on Exhibit "A" at the time of acceptance and if it finds any Asset to be damaged or missing, the Operator will inform the County of this situation and together they will decide if:

I. the County wishes to replace or repair such missing or damaged Asset(s); and

II. the fulfillment of the agreement is materially affected as a result of the missing or damaged Assets; and

III. the Management Agreement should be amended to reflect any changes in the Operator's deliverables.

3. It is expressly understood and agreed that this conveyance shall be effective for only so long as the Management Agreement is in effect. Upon the expiration or termination of the Management Agreement, all rights, title, and interest in the Assets conveyed by this Agreement shall automatically revert to and vest in the County, the County's successors, and assigns, without the necessity of any further act on the part of or on behalf of the County, it being the intent of the County to convey a determinable interest in the Assets to the Operator. The Operator hereby agrees to deliver the Assets, or any replacement thereof as described in Section 4 of this Agreement, to the County upon the expiration or termination of the Management Agreement, free and clear of all liens, debts, and obligations and in good repair and condition, reasonable wear and tear excepted. The Operator further agrees to take any action and to execute and deliver any such documents, without additional consideration, as the County may reasonably request in order to carry out or perfect the terms of this Section 3.

4. The Operator hereby acknowledges and reaffirms its obligation set forth in Paragraph 10(c) of the Management Agreement to replace, at the Operator's cost, one or more of the Assets as reasonably necessary. The Operator and the County acknowledge and agree, as further provided in Paragraph 10(c) of the Management Agreement, that any Asset so replaced shall be subject to the Management Agreement and this Agreement, as if such replacement were an Asset specifically described in this Bill of Conveyance.

5. Except as expressly modified herein, all other terms and conditions of the Management Agreement shall remain unmodified and in full force and effect. In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Management Agreement, the terms and conditions of this Agreement shall govern and control the rights and the obligations of the parties.

Collin County, Texas

By: _____
Ron Harris, County Judge

Young Men's Christian Association of Metropolitan Dallas

FIRST AMENDMENT
TO THE
MANAGEMENT AGREEMENT

This First Amendment ("Amendment") to the Management Agreement between Collin County, Texas ("County") and Young Men's Christian Association of Metropolitan Dallas ("Operator").

WHEREAS, the County and the Operator entered into that certain Management Agreement dated on or about December 9, 2002 ("Agreement"); and

WHEREAS, pursuant to Section 3 of the Agreement, the Operator gave written notice to the County of its intention to terminate the Agreement; and

WHEREAS, in response to the receipt of such notice, the parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitations, including the rights and obligations set forth in the Agreement, the parties hereto agree as follows:

1. Section 10, subparagraph (b) of the Agreement is amended to provide as follows:

   (b) County Repair Obligations. Upon receipt of notice from the Operator, the County shall at the County's own cost and expense:

   (i) correct any latent or other defects in the construction of the Youth Camp, including any structural repairs (as opposed to ordinary repair, maintenance, and replacement expected with the construction materials and equipment installed in the Youth Camp in light of their specification); and

   (ii) repair and replace any roof, foundation, structural member(s) of any exterior wall of any building (except plate glass, windows, doors, door closure devices and other exterior openings, window and door frames, moldings, locks, associated hardware therewith), water well, HVAC system, plumbing (except plumbing within the interior of the buildings), pool, pool equipment, pool deck, waste water treatment and management system, roads, parking lots, trails, dock and lake located on the Property; provided, however such repair and/or replacement of such item exceeds $25,000. The determination of what constitutes item of repair or replacement and whether the item of repair or replacement exceeds $25,000 shall be determined by the County and Operator using common sense and reasonable judgment.

2. Section 10, subparagraph (c) of the Agreement is amended to provide as follows:

   (c) Operation: Good Repair. Operator shall at its own cost and expense:

   (i) operate the Youth Camp consistent with the operation of similar youth camp grounds in the State of Texas and only in accordance with the Permitted Uses; and

   (ii) except to the extent of the County's repair and replacement obligations as set forth in this Agreement:

   (A) keep and maintain the Youth Camp and Property in conformity with the Laws applicable to the Youth Camp and the Property, and in conformity with such standards as are customarily employed by similar operators managing similar facilities; and

(B) make or cause to be made all necessary repairs, maintenance and replacements, whether ordinary and extraordinary, to keep the Youth Camp, the Property, and all improvements thereon in good, neat, clean and operable condition; and

(C) to keep the Youth Camp and Property from suffering waste or nuisance; it being the express intent of the County and Operator that Operator shall maintain the Youth Camp and the Property in a clean, orderly and safe condition as an operating expense of Operator, and except as set forth herein, the County is not obligated under this Agreement or otherwise to make any repairs to or maintain the Youth Camp and Property.

3. A new subparagraph (g) to Section 10 of the Agreement is added to the Agreement, which provides as follows:

(g) Major Repair and Replacement Expenditures. The Operator shall spend at least five percent (5%) of the gross revenues derived from operation of the Youth Camp and Property each year on the repair, maintenance and replacement obligations set forth in Section 10, subparagraph (c) of the Agreement. For purposes of this subparagraph, the expenditures and payments made by the Operator during the year for repair and maintenance consumables, day to day routine maintenance items, supplies, filters, maintenance contracts and warranty payments relating to the Youth Camp and Property shall not be eligible for use by Operator in meeting Operator's annual obligation under this subparagraph. The determination of whether an expenditure or payment made by the Operator is eligible for inclusion as an expenditure for repair, maintenance and replacement expenditures meeting the 5% of gross revenues test shall be determined by the County and Operator using common sense and reasonable judgment.

4. Effective upon execution of this Agreement by both parties, the Operator rescinds and cancels its notice of termination of the Agreement.

5. This Amendment shall be effective upon execution by the parties. Except as and to the extent set forth in this Amendment, the Agreement is and remains unmodified and in full force and effect as originally entered into and is hereby ratified and confirmed in all respects.

Effective as of the date last executed by the parties.

OPERATOR:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN DALLAS
A Texas non-profit corporation

By: _____

Name: __Gordon Echtenkamp_____

Title: ___President & CEO_____

Date: ___November 10, 2014_____

COUNTY:

COLLIN COUNTY, TEXAS
By: Collin County Commissioners Court, Collin County, Texas, a public body, politic organized under the laws of the State of Texas

By: _____

Name: Keith Self

Title: County Judge

Date: 11/11/14

MARK LOWERY, MAI, AI-GRS, CCIM, MRICS

DFW OFFICE

105 Decker Court #1000
Irving, Texas 75062

cell 214.300.8466
ofc 214.347.8558 x 301
mark@lowerypa.com

EXPERIENCE

Mark is the owner and founder of LPA and serves as President and CEO. LPA is a commercial appraisal and consulting firm completing a wide range of projects throughout the southwest. Property types include, but are not limited to office, retail, industrial, multi-family, retail, self-storage, hotel / motel, carwashes, vacant land, daycare, subdivisions, etc.

Mark began his appraisal career with Wells Fargo Bank focusing primarily on residential appraisal review. In 2002, he moved to BRG, Inc. as a Senior Appraiser recruiting and training multiple appraisers. In 2010, Mark founded LPA which has grown to include multiple offices.

Mark has experience with litigation support for legal matters in both federal and state courts. Numerous clients, including attorneys, insurance companies, and lenders nationwide have relied on his expertise in a review appraiser capacity. Mark has been called upon as guest lecturer at his beloved alma mater, Texas A&M.

PROFESSIONAL ASSOCIATIONS

- Appraisal Institute
  - National Nominating 2023
  - University Relations 2022
  - President North Texas 2020
  - Vice President North Texas 2019
  - Secretary North Texas 2018
  - Treasurer North Texas 2017
  - President Central Texas 2016
- Member Royal Institute of Chartered Surveyors – (MRICS)
- CCIM Institute – Designated Member
- North Texas Association of Government Guaranteed Lenders
- Urban Land Institute
- Society of Texas A&M Real Estate Professionals
- Aggie100 List – 2013, 2014, 2015, 2022
- American Society of Appraisers – Designated (ASA)
- Appraisal Foundation (IAC Member)

LICENSES

Texas General Appr.
1334103

Texas Broker License
0515247

Oklahoma General Appr.
13395CGA

Georgia General Appr.
440980

Louisiana General Appr.
G4147

New Mexico General Appr.
03688-G

Colorado General Appr.
CG200003533

Florida General Appr.
RZ4545

EDUCATION

BBA – Texas A&M University – Finance, Real Estate Emphasis

Coursework for MAI designation

Coursework for CCIM designation

Coursework for AI-GRS designation

TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Mark Rayburn Lowery**
License #: **TX 1334103 G** License Expires: **09/30/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

MICHAEL A. MCLAIN, MAI, R/W-AC

FORT WORTH OFFICE

1200 Summit Ave #750
Fort Worth, Texas 76102

direct 817.439.6197
office 682.286.1520 x 801
andy@lowerypa.com

EXPERIENCE

October 2015 to Present; Senior Managing Director at Lowery Property Advisors, LLC

May 2009 to September 2015; Senior Associate at Todd Property Advisors, Inc.

Types of properties appraised include: office, retail, industrial, agricultural, mixed-use developments, restaurants, hotels, marinas, day cares, subdivisions, apartments, car washes, land, and other types of special use commercial properties, partial acquisitions and eminent domain/condemnation related appraisals.

EDUCATION

BS – Texas A&M University – Ag Economics (Finance/Real Estate Option), 2009

Coursework for MAI designation

Coursework for R/W-AC designation

Successfully completed the following courses offered by The Appraisal Institute, the International Right-of-Way Association (IRWA) and McKissock:

- Appraising Convenience Stores
- Eminent Domain and Condemnation
- Problems in the Valuation of Partial Acquisitions
- The Valuation of Partial Acquisitions
- Standards of Practice of the Right of Way Professional
- The Basics of Expert Witness for Commercial Appraisers
- Appraisal of Fast-Food Facilities
- Appraisal of Land Subject to Ground Leases
- Introduction to Commercial Appraisal Review
- Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
- Market Disturbances – Appraisals in Atypical Markets and Cycles

PROFESSIONAL ASSOCIATIONS

- Appraisal Institute – MAI Designated Member, Central TX Chapter President 2023
- IRWA – Credentialed Member (R/W-AC)
- Real Estate Council of Greater Fort Worth – Full Member

LICENSES

Texas General Appraiser
1380290-G

Oklahoma General Appraiser
13347CGA

Louisiana General Appraiser
APR.04401-CGA

TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **MICHAEL ANDREW MCLAIN**
License #: **TX 1380290 G** License Expires: **01/31/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

DANIELLE WATKINS, MAI

FORT WORTH OFFICE

1200 Summit Ave #750
Fort Worth, Texas 76102

direct 817.928.5303
office 682.286.1520 x 802
danielle@lowerypa.com

EXPERIENCE

June 2019 to Present, Managing Director at Lowery Property Advisors, LLC

May 2018 to August 2018; Intern at JLL.

Types of properties appraised include: retail, office, industrial, multi-family, mixed-use developments, restaurants, land, equestrian facilities, airplane hangars and other types of special use commercial properties.

EDUCATION

MS Real Estate – Texas A&M University

BS Agricultural Business – Texas A&M University

Coursework for MAI designation

Successfully completed the following courses administered by The Appraisal Institute and McKissock Appraisal Education:

- Texas Supervisor-Trainee Course
- The Basics for Expert Witness for Commercial Appraisers
- Commercial Land Valuation
- Fair Housing, Bias, and Discrimination
- 7-hour National USPAP Update Course

Successfully completed the following applicable courses at Texas A&M University:

- Real Property Analysis
- Real Property Valuation
- Commercial Real Estate Law
- Market Analysis for Real Estate Development
- Real Estate Analytics
- Land Economics
- Real Property Finance
- Analysis of Real Estate Decisions
- Real Estate Development Analysis

PROFESSIONAL ASSOCIATIONS

- Appraisal Institute – MAI Designated Member, Central TX Chapter, Board of Directors
- Real Estate Council of Greater Fort Worth – Young Leaders Council

LICENSES

Texas General Appraiser
TX-1381091-G

TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Danielle Nicole Watkins**
License #: **TX 1381091 G** License Expires: **04/30/2027**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

LEGAL NOTICE

By order of the Commissioners Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, located at 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, August 28, 2025**, for Request for Proposal **REAL ESTATE BROKERAGE SERVICES (RFP No. 2025-270) (C.O. No. #).** Proposers shall use lump sum pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at the Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to https://procurement.opengov.com/portal/collincountytx. Sealed proposals will be opened on **Thursday, August 28, 2025 at 2:00 P.M**. by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners Court reserves the right to reject any and all proposals.

ATTENTION: **CLASSIFIEDS**
BILL TO: **ACCOUNT NO 06100315-000**
COMMISSIONERS COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Friday, August 8, 2025** and **Friday, August 15, 2025**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER: **Plano Star Courier**
DATE: **August 5, 2025**
FAX: **972-529-1684**

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed it is understood that the contractor has agreed to all RFP requirements, even if a notation is referenced in an individual section.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.