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WASTEWATER TREATMENT AGREEMENT

THIS WASTEWATER TREATMENT AGREEMENT (this "Agreement") is executed by and between the CITY OF ANNA, TEXAS, a municipal corporation (the "City") and JOHN HAMPTON RATTAN, RATTAN PROPERTIES, LTD., THE ESTATE OF DOW RATTAN, AND SUE EVELYN RATTAN (all collectively referenced as "Rattan") and is made and entered into effective on the 29 day of January, 2009 (the "Effective Date"). The Parties are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Rattan holds fee simple title to approximately 834 acres of land described by on the attached **Exhibit A** and depicted on the attached **Exhibit A-1** (the "Property"); and

WHEREAS, the Property is located within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other city or town; and

WHEREAS, the City desires at some point in the future to provide wastewater treatment to areas within the City's wastewater service area, as shown by Certificate of Convenience and Necessity No. 20898 (the "Anna Sewer CCN"); and

WHEREAS, the Property is located entirely within the Anna Sewer CCN; and

WHEREAS, the Parties recognize the eventual need for a wastewater collection and treatment system to provide an adequate amount of wastewater treatment on a dependable basis; and

WHEREAS, the City has recognized a public need to protect the scarce supply of water and water quality within its corporate limits and its ETJ, and the City desires at some future time to effectuate the construction of wastewater facilities to serve areas within the Anna Sewer CCN; and

WHEREAS, Rattan desires to support the City's efforts to provide wastewater treatment to areas within the Anna Sewer CCN; and

WHEREAS, Rattan does not currently have any plans or projects underway to develop the Property—and as of and including the Effective Date of this Agreement has not made any application for a permit as that term is defined under Chapter 245 of the Texas Local Government Code—but does desire to reserve for the Property capacity for wastewater treatment at some point in the future when necessary to serve the Property;

NOW, THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained the Parties contract and agree as follows:

1. **Site.** Contemporaneously with the execution of this Agreement, Rattan shall grant (or cause to be granted) to the City a Wastewater Treatment Facility, Utilities, and Outfall Pipeline Easement (the "Permanent Easement") in form and substance identical to **Exhibit B** attached hereto allowing the City to: construct or cause to be constructed a Wastewater Treatment Facility (the "WTF") on a portion of the Property initially consisting of approximately five (5) acres ultimately expandable to include up to, but not exceed, an aggregate of ten (10) acres of the Property all as ultimately determined by the City's consulting engineer and in accordance with the terms, requirements and provisions of the Permanent Easement (said five (5) to ten (10) acres for the WTF being referenced herein collectively as the "Site"). The Permanent Easement shall also include a utilities easement and an outfall pipeline easement as more fully described therein.

2. **Additional Easement Areas.** After its receipt of a TPDES Permit for the WTF and within 20 days following request therefore by the City, Rattan, or Rattan's heirs, successors, or assigns as the case may be, shall also grant (or cause to be granted) to the City written easement(s) for wastewater trunk lines and appurtenant facilities within each of the areas (the "Additional Easement Areas") more particularly depicted on **Exhibit C** attached hereto and in form and substance with the Permanent Easement attached hereto as **Exhibit B** together with such modifications thereto as may be approved by the Parties (with such approval not to be unreasonably withheld, conditioned or delayed). It is expressly agreed and understood that the grant of the additional easement(s) covering the Additional Easement Areas shall in no way waive, release, impair, extinguish, vitiate or adversely affect Rattan's continuing right to reclaim area outside of the Permanent Easement and the Additional Easement Areas from the 100-year flood plain, except that no reclamation of any portion of the Property shall be permitted unless same is effectuated strictly in accordance with all applicable laws, regulations, rules and ordinances, including, but not limited to, ordinances of the City and applicable federal law. Further, Rattan, or Rattan's heirs, successors, or assigns as the case may be, shall also grant (or cause to be granted) to the City upon the City's request a written access easement located solely within the area and confines of existing County Road 286 however only where such County Road 286 is situated within the Utilities Easement and Outfall Pipeline Easement more fully described in Exhibit A, attached to a certain Wastewater Treatment Facility, Utilities, and Outfall Pipeline Easement executed by Rattan as of even date herewith.

3. **TPDES Permit.** It is expressly agreed and understood that the City or its designee may petition the Texas Commission on Environmental Quality

(the "TCEQ") for the issuance of a temporary Texas Pollutant Discharge Elimination System Permit (the "TPDES Permit") and all other required permits for the operation of the WTF (hereinafter defined). Rattan expressly covenants and agrees that Rattan shall not in any manner whatsoever protest, oppose or contest the efforts by the City or its designee to obtain the TPDES Permit and Grantor shall from time to time promptly execute such documentation evidencing Rattan's support for such efforts to obtain the TPDES Permit as may be reasonably requested from time to time by Grantee. In its TPDES Permit application, City agrees to seek the right, which right shall be assignable to Rattan, to use any portion or all of the treated wastewater for irrigation on Rattan's property. City agrees to assign such right to Rattan if granted under the TPDES Permit.

4. Operator. It is expressly agreed and understood that the North Texas Municipal Water District ("NTMWD") shall be the sole operator of the WTF (the "Operator"). The Operator shall strictly comply with the TPDES permit, and City shall incorporate all provisions of this Agreement and the Permanent Easement into any Operator Agreement such that any obligations of City relative to its use of the Initial or Combined WTF Site shall be concurrent obligations of the Operator.

5. Wastewater Treatment Facility. The WTF includes a wastewater treatment plant and necessary wastewater trunk lines and appurtenances as generally shown on **Exhibit D** attached hereto. The plans and specifications for the WTF shall be prepared or caused to be prepared by the City and shall be designed in accordance with sound engineering principles and the applicable standards and specifications of the TCEQ and any other agency having regulatory jurisdiction. The WTF shall be designed to have wastewater treatment capacity of two (2) million gallons per day ("GPD") on the initial five (5) acres of the Permanent Easement and potentially up to an additional two (2) million GPD should the City opt to expand the WTF onto the available additional five (5) acres of the Permanent Easement or a portion thereof.

6. Reservation of Wastewater Treatment Capacity for the Property. A reservation of 500,000 GPD of the WTF's wastewater treatment capacity shall be reserved for wastewater treatment for the Property, and the City shall not allow wastewater flows into the WTF which will result in a reserved capacity of less than 500,000 GPD for the Property without Rattan and the City having first agreed in writing to the contrary. Unless expressly set forth otherwise in this Agreement, Rattan's rights to obtain wastewater service for the Property shall be considered at the time that the need for same arises and shall be governed by general applicable law, ordinances, rules and regulations in effect at the time that Rattan files an application for a permit required for development of the Property. "Permit" as used in this paragraph has the same meaning as defined under Chapter 245 of the Texas Local Government Code. Rattan's rights in this regard vest only insofar as such permit is ultimately granted and has not expired;

however the reservation granted hereunder shall not expire nor shall it be governed by terms of the permit required for wastewater service.

7. Wastewater Impact Fee Credits. If and when the WTF is permitted, constructed and becomes operational on the initial five (5) acre portion of the Site, and notwithstanding anything to the contrary contained or implied elsewhere in this Agreement, the City agrees that Rattan shall receive a direct credit against any and all wastewater impact fees that may otherwise be due and owing as a result of development of the Property or any portion thereof in an amount equal to \$10,000.00. Should the City elect to expand the WTF onto any portion of the additional five (5) acres of the Site, Rattan shall receive an additional credit amount equal to \$0.05 per square foot for property that becomes part of the Permanent Easement under the terms and conditions of same. Such additional credit amount(s) that accrues in Rattan's favor as a result of the City's expansion of the WTF onto the additional five (5) acres of property shall be credited at the time that the property for any such expansion becomes part of the Permanent Easement. The combined total of all credit amounts that accrue in Rattan's favor under this paragraph shall be credited only against wastewater impact fees that would otherwise be due and owing by Rattan upon development, but in no event shall the City be obligated to pay, credit or otherwise compensate Rattan for any wastewater impact fees that exceed the amount of credit granted hereunder as a result of development of the Property. Once accrued, such credits may be assigned, in whole or in part, to any other person or party, but only to the extent that such person or party incurs wastewater impact fees for development of property within the City's corporate limits or ETJ, but only to the extent of the credit or any portion thereof not previously applied to Rattan's development. The City shall honor the transferred credits of the persons or parties whom Rattan designates in writing and such designation shall be binding upon Rattan, the City and all other persons. The City shall not be responsible for determining who is eligible for any credits, except by reference to Rattan's written designation.

8. Assignment by the City. The City shall have no right to assign its rights and obligations under this Agreement without the consent of Rattan.

9. Assignment by Rattan. Rattan shall have the right to assign any right, title, obligations or interest of Rattan under this Agreement to any person or entity ("Rattan Assignee") without the consent of the City provided that: (a) the assignment is in writing executed by Rattan and its assignee; (b) the assignment incorporates this Agreement by reference and binds the Rattan Assignee to perform (to the extent of the obligations assigned) in accordance with this Agreement; and (c) a copy of the executed assignment is provided to all the Parties. From and after the date a copy of any assignment is provided to the City by Rattan, the City agrees to look solely to the Rattan Assignee for the performance of the obligations assigned, and Rattan shall be released from such performance. No assignment by Rattan shall release Rattan from any liability to the City that arose from an event of default by Rattan (or from any failure by

Rattan, which if not cured, would constitute an event of default) that occurred prior to the date a copy of the assignment is provided to the City. Each Rattan Assignee shall become a Party to this Agreement when a copy of the executed assignment has been provided to the City, and shall be subject to all requirements of this Agreement.

10. Encumbrance by the City. The City is prohibited from pledging, granting a lien in, granting a security interest in, or otherwise encumbering in any way any right, title or interest of the City under this Agreement that would impair its ability to allow for the wastewater impact fee credits contemplated by this Agreement without the prior written consent of Rattan. Any attempted pledge, grant of security interest or lien, or encumbrance by the City in violation of this section shall be null and void and shall constitute an event of default by the City, unless the City provides sufficient written proof to Rattan within 10 business days of Rattan's notification to the City of such lien, security interest or encumbrance that such lien, security interest or encumbrance has been fully extinguished and Rattan's right to claim the wastewater impact fee credits contemplated by this Agreement have not been diminished.

11. Encumbrance by Rattan. Rattan shall have the right to pledge, grant a lien or security interest in, or otherwise encumber any right, title or interest of Rattan, as applicable, under this Agreement for the benefit of any lender (a "Lender") including, but not limited to any applicable District, without the consent of, but with notice to, the City; provided, however, that no such lien, security interest or other encumbrance shall in any way interfere with the City's use of its easements on the Property or its ownership or operations of its improvements, appurtenances or equipment on or within said easements. The pledge, grant of lien or security interest, or encumbrance by Rattan for the benefit of a Lender shall not obligate the Lender to perform any obligations under this Agreement and shall not create any liability of the Lender to the City. If there is an event of default by Rattan, as applicable, under this Agreement, any applicable Lender shall have the right, but not the obligation, to cure such event of default, which cure shall not obligate the Lender to perform any other obligations under this Agreement and shall not create any other liability of the Lender to the City. A Lender is not a Party to this Agreement unless this Agreement is amended to designate the Lender as a Party. The City at its expense has the right to examine the title history of the Property and to obtain a title policy as to any property interests or easements contemplated under this Agreement. Notwithstanding any other provision of this Agreement however save and except the Permitted Title Exceptions identified on the Permanent Easement, if prior to the recordation of the Permanent Easement the City or its designee reasonably determines in examining the title history of the Property discovers that there is any encumbrance or buried object(s) or material(s) not reasonably discoverable in a competent title examination and that would prevent the City from constructing or operating, or causing to be constructed or operated,

the WTF as contemplated by this Agreement, the City may terminate this Agreement and it shall be null and void.

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

13. Recordation. This Agreement shall be recorded in the Deed Records of Collin County, Texas. This Agreement shall be binding upon: (a) the Parties; (b) Permitted assignees; (c) Lender(s); (d) the Property; and (e) future owners of all or any portion of the Property ("Successors"). A Successor is not a Party to this Agreement unless this Agreement is amended to designate the Successor as a Party or the Successor is a Rattan Assignee to whom Rattan has made an assignment which satisfies the applicable requirements of Paragraph 9 hereof.

14. No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their permitted assignees. Except for any permitted assignee, no other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

15. Entire Agreement; Amendment; Severability. This Agreement, including all of the agreements, petitions, ordinances, orders, and other documents attached as exhibits hereto, constitutes the entire Agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Agreement, except for the Permanent Easement referenced herein. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Agreement, the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

16. Events of Default. No Party shall be in default under this Agreement until: (a) written notice of the alleged failure to perform has been given, which notice shall describe in reasonable detail both the nature of the alleged failure and the action required to cure; and (b) the recipient of the notice has failed to cure such default (a) within ten (10) days in the event of a monetary default, or (b) within thirty (30) days in the event of a non-monetary default; provided,

however, in the event that such non-monetary default is not reasonably capable of being cured within said 30-day period but the recipient of the notice commences action within such 30-day period, which is reasonably calculated and anticipated to effectuate such cure and thereafter continues with reasonable diligence to prosecute the curing of such default, for so long thereafter as the recipient of such notice continues to diligently prosecute such action to completion. A default by a Party shall only apply to the defaulting Party; and no default by one Party shall constitute a default by any other Party (i.e., there are no cross defaults as among the Parties).

17. Remedies for Default. If a Party is in default under this Agreement, the non-defaulting Party, as its sole and exclusive remedies, shall be entitled to injunctive relief, mandamus relief, damages and/or specific performance. To the extent Local Government Code Section 271.151 et seq applies to this Agreement, the City waives its sovereign immunity from suit for claims arising under this Agreement. A non-defaulting Party shall not have the right to terminate this Agreement as a remedy for default or to suspend or be relieved of the non-defaulting Party's continuous performance of its obligations hereunder. Nothing herein shall limit the rights of termination contained in the Permanent Easement. No default under this Agreement in whole or in part shall affect, in any way the obligations of the Parties, including but not limited to the obligations of the City to reserve wastewater capacity to extent required herein.

18. Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the Parties as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, Postage Prepaid, Return Receipt Requested; or (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address.

CITY:

Attn: City Manager
City of Anna
111 N. Powell Parkway
Anna, Texas 75409-0776
TEL: (972) 924-3325

With a copy to:

Attn: Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 205
Frisco, Tx 75034
TEL: (972) 712-3530

RATTAN:

700 N. McDonald St. (Hwy 5)
McKinney, Texas 75069
TEL: 972-547-0811

With a copy to:

Brown & Hofmeister
Attn: Mark S. Houser
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
TEL: (214) 747-6100

Each Party has the right to change, from time to time, its notice addresses by giving at least 10 days written notice to the other Parties.

19. Time. Except as specifically set forth in this Agreement, time is of the essence in the performance by the Parties of their respective obligations under this Agreement. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

20. Applicable Law and Exclusive Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas. Exclusive venue shall be in Collin County, Texas.

21. Non-Waiver. If a Party fails to insist on strict performance of any provision of this Agreement, such failure shall not be deemed a waiver by such Party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Agreement.

22. Further Documents and Rattan's Consultant's Costs. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties. Simultaneously with the Parties' execution hereof, the City shall remit to Rattan

the sum of \$10,000.00 for Rattan's Consultant's Costs in conjunction with the negotiation and preparation of this Agreement.

Force Majeure. In the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within 15 business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance based on the force majeure, shall give written notice to all the Parties, including a complete and detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" means a delay in performance caused by: (a) war, terrorist acts, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, or acts of God; (b) the failure by any Governmental Agency other than the City to issue any Government Agency Approval; (c) enactment of Laws that prevent or preclude compliance by a Party with any material provision of this Agreement; (d) litigation, relating to the WTF brought by Persons other than a Party, or Affiliate of a Party that impairs or delays the construction of the WTF; however, specifically excluding any contested case for any wastewater permit sought from the TCEQ.

23. Exhibits. The exhibits attached to this Agreement are incorporated as part of this Agreement for all purposes as if set forth in full in the body of this Agreement.

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ATTEST:

Natha Walden
City Secretary

CITY OF ANNA

By: Philip Sanders
Philip Sanders, City Manager

Dated January 29, 2009

RATTAN:

John Hampton Rattan

Dated _____, 2009

RATTAN PROPERTIES, LTD.

By: _____
John Hampton Rattan, Executor
of the Estate of Dow Rattan

Dated _____, 2009

ESTATE OF DOW RATTAN

By: _____
John Hampton Rattan, Executor
of the Estate of Dow Rattan

Dated _____, 2009

SUE EVELYN RATTAN

Dated _____, 2009

ATTEST:

CITY OF ANNA

City Secretary

By: _____
Mayor

Dated _____, 2009

RATTAN:

John H. Rattan
John Hampton Rattan

Dated January 29, 2009

RATTAN PROPERTIES, LTD.

By: John H. Rattan
John Hampton Rattan, Executor
of the Estate of Dow Rattan

Dated January 29, 2009

ESTATE OF DOW RATTAN

By: John H. Rattan
John Hampton Rattan, Executor
of the Estate of Dow Rattan

Dated January 29, 2009

John H. Rattan
SUE EVELYN RATTAN

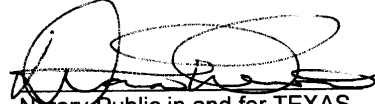
John Hampton Rattan, Executor
Dated January 29, 2009

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

This instrument was acknowledged before me on January 29, 2009,
by Philip Sanders, City Manager for City of Anna, a municipal corporation, on
behalf of said municipal corporation.




Notary Public in and for TEXAS

THE STATE OF TEXAS
COUNTY OF _____

§
§
§

BEFORE ME, the undersigned authority, a Notary Public in and for the
State of Texas, on this day personally appeared JOHN HAMPTON RATTAN,
known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for the purposes
and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 2009.

Notary Public in and for TEXAS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2009,
by _____, Mayor for City of Anna, a municipal corporation, on
behalf of said municipal corporation.

Notary Public in and for TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the
State of Texas, on this day personally appeared JOHN HAMPTON RATTAN,
known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for the purposes
and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of
January, 2009.

Carol Rattan Gill
Notary Public in and for TEXAS

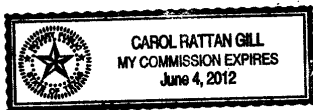


ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOHN HAMPTON RATTAN, a partner and duly authorized agent for RATTAN PROPERTIES, LTD., on behalf of said partnership, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of
January, 2009.



Carol Rattan Gill
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOHN HAMPTON RATTAN, Executor of the Estate of Dow Rattan, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of
January, 2009.



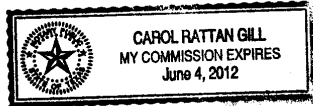
Carol Rattan Gill
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOHN HAMPTON RATTAN, Executor of the Estate of SUE EVELYN RATTAN, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of
January, 2009.



Carol Rattan Gill
Notary Public, State of Texas

LIST OF EXHIBITS

- Exhibit A - Description of Property**
- Exhibit A-1 - Depiction of Property**
- Exhibit B - Wastewater Treatment Facility, Utilities, and Outfall Pipeline Easement**
- Exhibit C - Additional Easement Areas**
- Exhibit D - General Description of Wastewater Treatment Facility**

EXHIBIT - A

<u>Label</u>	<u>Property ID*</u>	<u>Abstract #</u>	<u>Abstract</u>	<u>Deed</u>		<u>Acreage</u>
				<u>Volume #</u>	<u>Page #</u>	
A	1018687	A0677	OLIVER, BASTAIN	291	276	56
B	1018678	A0677	OLIVER, BASTAIN	212	88	44
C	1001935	A0158	CHENOWETH, H. T.	96-	74204	106.48
D	1001953	A0158	CHENOWETH, H. T.	96-	74204	35
E	1001944	A0158	CHENOWETH, H. T.	96-	74204	35
F	1001962	A0158	CHENOWETH, H. T.	96-	74204	35
G	1002998	A0295	ELLETT, JOHN	214	259	1
H	1301479	A0295	ELLETT, JOHN	214	259	147.48
I	1002970	A0295	ELLETT, JOHN	292	101	107.7
J	2120704	A0197	COFFMAN, JOHN			11.75
K	1007083	A0504	KITCHINGS, WILLIAM	4820	2724	97.682
L	21269	A0479	JOHNSON, ROBERT A	482	2730	3.944
M	1007010	A0479	JOHNSON, ROBERT A	4820	2730	4.016
N	1013307	A0899	THROCKMORTON, W E	679	93	103.5
O	1013254	A0899	THROCKMORTON, W E	55	537	45.5

834.052

*COLLIN COUNTY APPRAISAL DISTRICT PROPERTY IDENTIFICATION NUMBER

EXHIBIT - A-1

APPROXIMATELY
834 ACRES

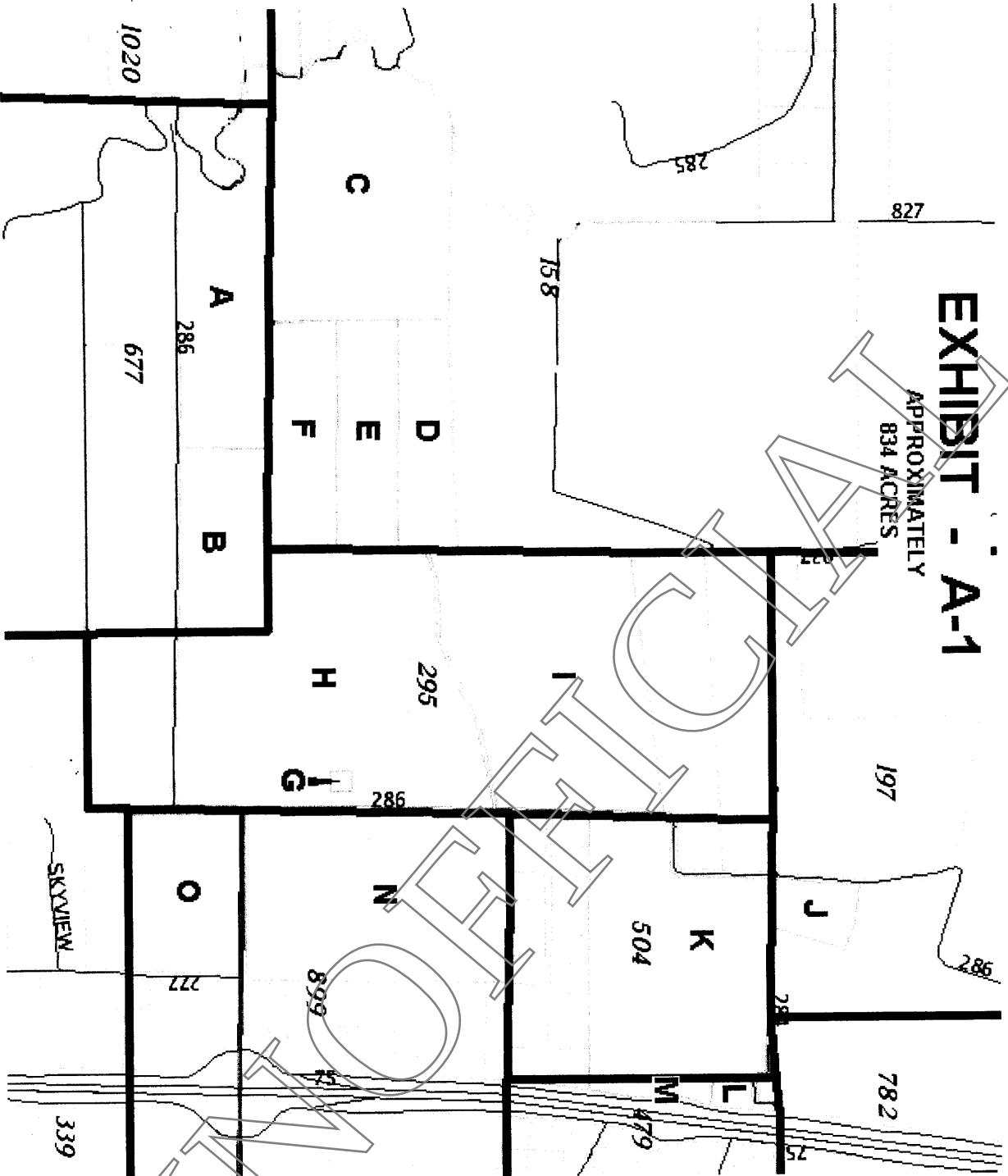


EXHIBIT B

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

CITY OF ANNA, TEXAS
WASTEWATER TREATMENT FACILITY, UTILITIES, AND OUTFALL PIPELINE EASEMENT

DATE: January 16, 2009

GRANTORS: John Hampton Rattan
Rattan Properties, Ltd.
Estate of Bow Rattan
Sue Evelyn Rattan

GRANTORS' MAILING ADDRESSES (including County)

700 N. McDonald Street (Hwy 5)
McKinney, Collin County, Texas 75069

700 N. McDonald Street (Hwy 5)
McKinney, Collin County, Texas 75069

115 S. International Road
Garland, Dallas County, Texas 75042

8483 County Road 286
Anna, Collin County, Texas 75409

GRANTEE: City of Anna, Texas, a municipal corporation

GRANTEE'S MAILING ADDRESS:

City of Anna, Texas
Attn: City Manager
101 N. Powell Parkway
Anna, Texas 75409

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantors.

PERMANENT EASEMENT: This Wastewater Treatment Facility, Utilities, and Outfall Pipeline Easement ("Permanent Easement") is more particularly described as the property referenced herein as the Initial WTF Site (see **Exhibit A**), any portion of the Expansion WTF Site that becomes part of the Permanent Easement pursuant to the terms hereof, the Utilities Easement (see **Exhibit A**), and the Outfall Pipeline Easement (see **Exhibit A**).

Under this Permanent Easement, Grantors, for the consideration stated herein and other good and valuable consideration, hereby grant, sell, and convey to Grantee, an exclusive, perpetual easement solely for the construction, installation, reconstruction, operation, maintenance,

replacement, alteration, expansion, relocation, upgrade, repair, abandonment, removal and other associated uses of: (1) a Wastewater Treatment Facility (the "WTF"); (2) a Utilities Easement more fully described and depicted on **Exhibit A** as the "Utilities Easement" for the sole purposes of transporting utilities necessary for the WTF Site—including but not limited to water, wastewater, treated-wastewater drainage, electrical power, and telephone—over, across, and under Grantors' property; and (3) a treated wastewater drainage easement more fully described and depicted on **Exhibit A** as the "Outfall Pipeline Easement"—including the ability for Grantee to install, maintain, remove and replace a pipeline solely for the drainage of treated wastewater drainage from the WTF to the East Fork of the Trinity River.

The WTF may include all incidental underground and aboveground attachments, equipment and appurtenances including, but not limited to manholes, pipelines, junction boxes, and other wastewater treatment and wastewater line and treated wastewater drainage facilities and appurtenances and shall be initially located in, upon, under and across a 5.165 portion of the Permanent Easement designated in **Exhibit A** as "Initial WTF Site". At Grantee's option from time to time, and in accordance with a certain WASTEWATER TREATMENT AGREEMENT, dated as of even date herewith, the Initial WTF Site may thereafter be expanded to include a total of up to 10 acres, with the Expansion WTF Site more fully described and designated in **Exhibit A** as "Expansion WTF Site" (see **Exhibit A**), with the Initial WTF Site and any part of the Expansion WTF Site that becomes a part of this Permanent Easement referenced herein collectively as the "Combined WTF Site."

In no event shall Grantors: (1) use the Permanent Easement in any manner which interferes in any way or is inconsistent with the rights granted hereunder or which are not in compliance with all applicable Texas Commission on Environmental Quality or its successor agency (the "TCEQ") rules and regulations; or (2) erect or permit to be erected within the Permanent Easement any structure, building, or other improvements not permitted herein, including, but not limited to obstructions, signs, billboards, fences, pipelines or walls without the written consent of the Grantee.

Grantors, for the consideration stated herein and other good and valuable consideration, further convey and grant to Grantee the following additional rights and powers: (1) to clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of the Permanent Easement; and (2) to install fences and locking gates in any applicable fence crossings.

Grantee hereby agrees that the plans and specifications for the WTF or any portion thereof shall be approved by Grantors or Grantors' heirs, executors, personal representatives, and assigns prior to the construction of same (with such approval not to be unreasonably withheld, conditioned or delayed). Grantee further agrees that no construction shall commence upon the WTF until a permit (the "WTF Permit") for such facility is issued by the TCEQ. All construction upon and use of the WTF or the Combined WTF Site by Grantee or Grantee's agents (including the WTF Operator) shall be strictly in conformance with the WTF Permit. Without limitation of the foregoing, Grantee agrees that the WTF and the Combined WTF Site shall be improved and constructed such that the natural perimeter screening provided by the existing trees and vegetation as of date hereof (the "Existing Vegetation") forms a sight and noise buffer to Grantors' adjacent property acceptable to Grantors. After exercising best efforts to maintain the natural screening described above and to the extent that the Existing Vegetation is destroyed or removed by Grantee such that any part of the WTF can no longer be screened in the manner that had been provided by the Existing Vegetation, then, at Grantee's option, the Existing Vegetation shall either be a) replaced, or b) alternative screening shall be installed in place of

the Existing Vegetation in accordance with the requirements set forth on **Exhibit B** attached hereto and fully incorporated herein by reference for all purposes. At all times Grantee shall insure the WTF and all improvements related thereto with such coverages and in such coverage limits as Grantee provides for its other municipal buildings and facilities with Grantors covered as additional insureds. Grantee shall further require any Operator of the WTF to insure Grantors accordingly as well as to indemnify Grantors to the extent required by **Exhibit D** in any Operator Agreement by and between Grantee and any Operator.

Except to the extent otherwise expressly set forth elsewhere herein, Grantee shall not have the right to alter the locations or dimensions of the above-referenced Initial WTF Site, Expansion WTF Site, Roadway Easement or Drainage Easement without Grantors' prior written consent. Notwithstanding the foregoing, to the extent that Grantee shall from time to time exercise its right to expand the WTF onto any portion of the Expansion WTF Site, said portion of the Expansion WTF Site (hereinafter referenced as "Added Expansion Property") shall then automatically constitute a portion of this Permanent Easement for all purposes hereunder and with respect to each such Added Expansion Property that Grantee adds, Grantee must:

(a) contemporaneously deliver to Grantors a metes and bounds description and a survey plat which survey plat shall set forth a calculation of the number of square feet contained in the Added Expansion Property, including a certification of the surveyor as to the accuracy of such calculation—showing the portion of the Expansion WTF Site being added to this Permanent Easement showing (i) the Combined WTF Site as it exists immediately prior to adding the then proposed Added Expansion Property; (ii) the then proposed Added Expansion Property and (iii) the remaining portion of any of the original Expansion WTF Site which is not included under the subparagraph (a)(i) or (ii);

(b) contemporaneously deliver to Grantors a proposed written amendment (the "Amendment") to this Permanent Easement pursuant to which the proposed Added Expansion Property shall be added to and become a constituent part of, this Permanent Easement, which Amendment shall be subject to the approval of Grantors (which approval shall not be unreasonably withheld, conditioned or delayed); and

(c) record the Amendment in the official Collin County, Texas property records within ten (10) days following receipt by Grantee. However, the failure to timely file any Amendment in the Collin County, Texas property records has no effect on the validity of this Agreement as between Grantors and Grantee.

Failure to perform the obligations of the Permanent Easement, including those set forth in (a)-(c) above, shall not affect the validity of this Permanent Easement and shall not in any way constitute a material breach of any related agreement between Grantors and Grantee unless Grantors have provided Grantee with written notice of its alleged failure to discharge said obligations and sixty (60) days have elapsed from the time that said written notice has been received by Grantee. Should Grantee fail to cure any failure to discharge its obligations under the Permanent Easement after receipt of written notice and the expiration of sixty (60) days, the Grantors shall have the right to terminate the Permanent Easement. Upon any such termination, Grantee shall be liable to Grantors for the removal of the improvements and the WTF on the Initial WTF Site and the Combined WTF Site.

It is expressly agreed and understood that the easement rights granted herein shall automatically terminate and be of no further force or effect in the event that the TCEQ does not issue a temporary Texas Pollutant Discharge Elimination System Permit or its equivalent should the title of such permit be otherwise entitled (the "TPDES Permit") to discharge treated wastewater at the Initial WTF Site on or before 10 years after the execution of this Permanent Easement. Grantors expressly covenant and agree that Grantors shall not in any manner whatsoever protest, oppose or contest the efforts by Grantee or its designee to obtain the TPDES Permit and Grantors shall from time to time promptly execute such documentation evidencing Grantors' support for such efforts to obtain the TPDES Permit and otherwise cooperate with Grantee as may be reasonably requested from time to time by Grantee. It is also expressly agreed and understood that the easement rights granted herein shall automatically terminate and be of no further force or effect in the event that the TCEQ has issued a TPDES Permit to discharge treated wastewater at the Initial WTF Site and construction has not commenced on the WTF on or before 10 years after the date the TPDES Permit was issued.

It is expressly agreed and understood that the easement rights granted herein shall be subject to termination, upon reasonable notice to Grantee and not sooner than one (1) year after Grantee's receipt of such notice, and be of no further force or effect in the event that the wastewater collected and treated by the WTF is subject to collection and treatment by a wastewater treatment utility or utility district, acceptable to Grantors, utilizing a regional gravity-flow system with regional treatment (such as the North Texas Municipal Water District)..

To the extent that Grantee alters the Permanent Easement property within the Initial WTF Site or the Combined WTF Site, and the easement rights granted herein thereafter terminate, Grantee shall promptly remove all improvements, clean up, establish turf, and restore to its original condition the Permanent Easement property, except that Grantee shall not be obligated to reforest any trees.

In the event that Grantee commences construction of the WTF, then Grantee agrees to assume the obligations set forth in **Exhibit D**, (the "Environmental Indemnification Agreement"), to this Permanent Easement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in any way belonging unto Grantors, and Grantors' successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors, personal representatives, successor and assigns to warrant and forever defend all and singular the Permanent Easement unto Grantee, against every person whatsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantors, but not otherwise; subject, however, to the matters, if any, set forth on **Exhibit C** (the "Permitted Title Exceptions") and **Exhibit D** attached hereto and fully incorporated herein for all purposes.

GRANTORS:

JOHN HAMPTON RATTAN

RATTAN PROPERTIES, LTD.

ESTATE OF DOW RATTAN

SUE EVELYN RATTAN

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOHN HAMPTON RATTAN, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day

2009

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOHN HAMPTON RATTAN, a partner and duly authorized agent for RATTAN PROPERTIES, LTD., on behalf of said partnership, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2009.

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOHN HAMPTON RATTAN, Executor of the Estate of John Rattan, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the Estate of John Rattan for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2009.

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared SUE EVELYN RATTAN, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of

_____, 2009.

Notary Public, State of Texas

EXHIBIT A

PERMANENT EASEMENT DESCRIPTION

[Inserted Immediately Following This Page]

EXHIBIT A
UNOFFICIAL

**EXHIBIT A – PAGE 1
INITIAL WTF SITE
5.165 ACRES**

BEING a tract of land situated in the Bastian Oliver Survey, Abstract No. 677, Collin County, Texas, and said property being a 56 acre tract deeded to Sue Evelyn Ratten as recorded in County Clerk's File, Volume 212, Page 88, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the Southeast corner of said 56 acre tract said point also being on the centerline of CR 286;

THENCE North 89°21'53" West, along the centerline of CR 286 and along the south property line of said 56 acre tract, a distance of 160.00 feet to the POINT OF BEGINNING;

THENCE North 89°21'53" West, continuing along the centerline of CR 286 and the south property line of said 56 acre tract, a distance of 500.00 feet to a point for corner;

THENCE North 00°38'07" East, leaving said centerline of CR 286 and south property line of said 56 acre tract, a distance of 450.00 feet to a point for corner;

THENCE South 89°21'53" East, a distance of 500.00 feet to a point for corner;

THENCE South 00°38'07" West, a distance of 450.00 feet to the POINT OF BEGINNING and containing 225,000 square feet or 5.165 acres of land, more or less.



EXHIBIT A - PAGE 2
INITIAL WTF SITE

**EXHIBIT A – PAGE 3
EXPANSION WTF SITE
10.00 ACRES**

BEING a tract of land situated in the Bastian Oliver Survey, Abstract No. 677, Collin County, Texas, and said property being a 56 acre tract deeded to Sue Evelyn Ratten as recorded in County Clerk's File, Volume 212, Page 88, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the Southeast corner of said 56 acre tract, said point also being on the centerline of CR 286;

THENCE North 89°21'53" West, continuing along the centerline of CR 286 and the south property line of said 56 acre tract, a distance of 660.00 feet to a point for corner;

THENCE North 00°38'07" East, leaving said centerline of CR 286 and south property line of said 56 acre tract, a distance of 660.00 feet to a point for corner;

THENCE South 89°21'53" East, a distance of 660.00 feet to a point for corner;

THENCE South 00°38'07" West, a distance of 660.00 feet to the POINT OF BEGINNING and containing 435,600 square feet or 10.00 acres of land, more or less.



RATTAN
PROPERTY

ORIGINAL 5.165
ACRE TRACT

RATTAN
56.1 AC TRACT
VOL. 1, PG. 38

N00°38'07"E
660.00'

N89°21'53"W
660.00'

EXPANSION WTF SITE -
10.9 ACRES

S00°38'07"W
660.00'

POB ~ S.E. CORNER OF RATTAN 56 ACRE TRACT

CR 286

RATTAN
PROPERTY

CR 286

CR 283

EXHIBIT A - PAGE 4
EXPANSION WTF SITE

EXHIBIT A - PAGE 5
UTILITIES EASEMENT

BEING a 30 feet wide tract of land along and with the south boundary of the First Tract and the Second Tract described by deed of record in Volume 212 at Page 88 of the Collin County Deed Records and being more particularly described as follows:

Beginning at a point in the east boundary of the John Elliott Survey, A-295, North 900 feet more or less from the southeast corner of the John Elliott Survey, said point being the northeast corner of 35.67 acres more or less now or previously held by the Pansy Family Partnership under deed of record 97-0082913 in the Collin County Deed Records;

Thence westerly with the north line of the Pansy Family tract passing the northwest corner of the Pansy Family tract and west line of the John Elliott Survey at 1710 feet more or less, and continuing westerly into the Bastion Oliver Survey, A-677, with the south line of the first tract described by deed of record in Volume 212 at Page 88 of the Collin County Deed Records an additional 5040 feet more or less to the East Fork of the Trinity River;

Thence northerly 30 feet onto the first tract described in Volume 212 at page 88 of the Collin County Deed Records;

Thence easterly on a line 30 feet from and parallel to the south line of the first tract of record in Volume 212 at Page 88 of the Collin County Deed Records, passing the east bound of the Bastion Oliver Survey, A-677, at 5040 feet more or less and continuing 30 feet from and parallel to the south line of the second tract of record in Volume 212 at Page 88 of the Collin County Deed Records 1710 feet more or less to the east boundary of the John Elliott Survey, A-295;

Thence southerly with the east boundary of the John Elliott Survey, A-295, 30 feet to the place of beginning.

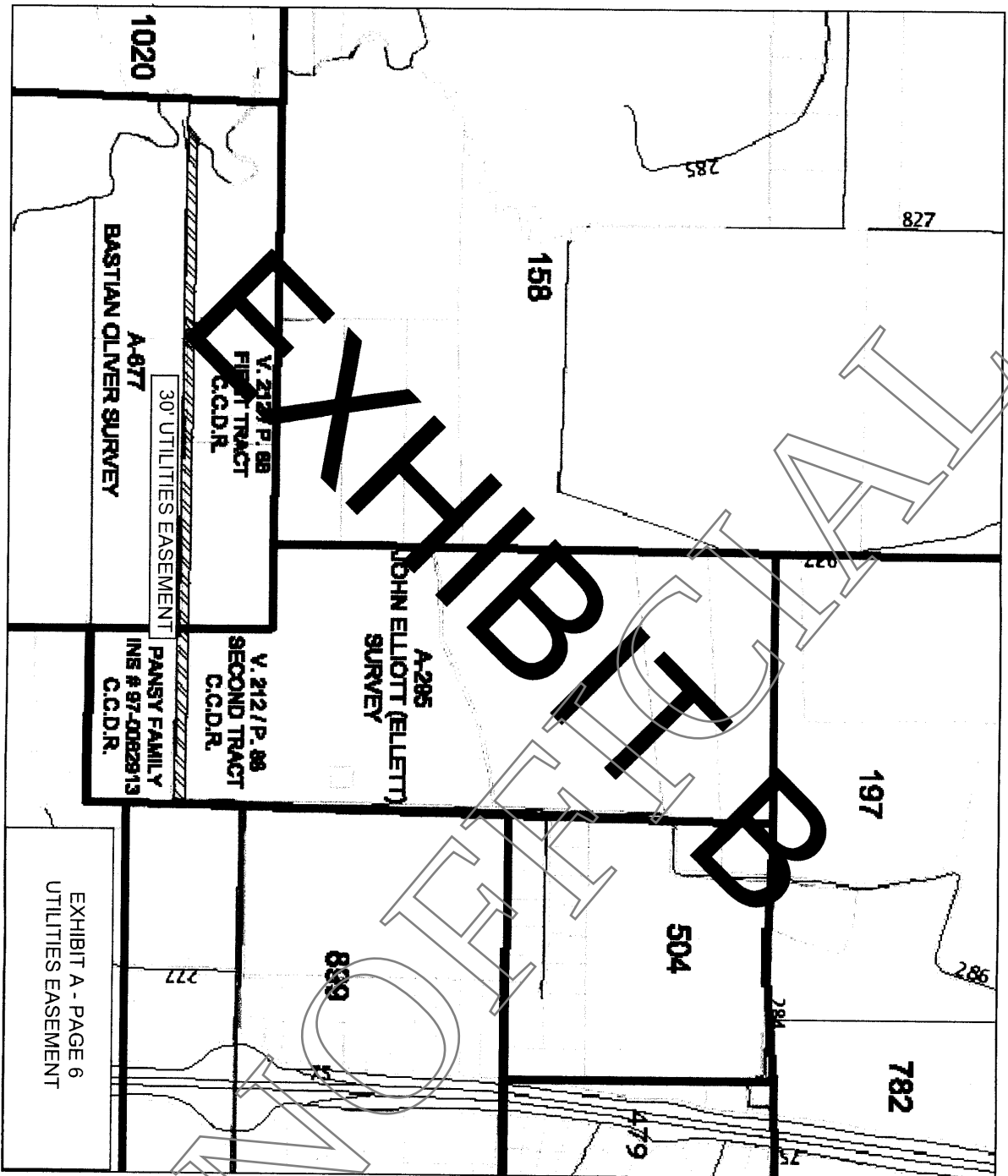


EXHIBIT A - PAGE 7
OUTFALL PIPELINE EASEMENT

BEING a 30 feet wide tract of land along and with the south boundary of the 56 acres in the Bastion Oliver Survey, Abstract 677, described by deed of record in Volume 291 at Page 276 of the Collin County Deed Records and being more particularly described as follows:

Beginning at the southeast corner of the 56 acres;

Thence westerly with the south boundary of the 56 acres 2567 feet more or less to the East Fork of the Trinity River;

Thence northerly 30 feet onto the 56 acres;

Thence easterly on a line 30 feet from and parallel to the south line of the 56 acres 2567 feet more or less to the east boundary of the 56 acres;

Thence southerly with the east boundary of the 56 acres, 30 feet to the place of beginning.

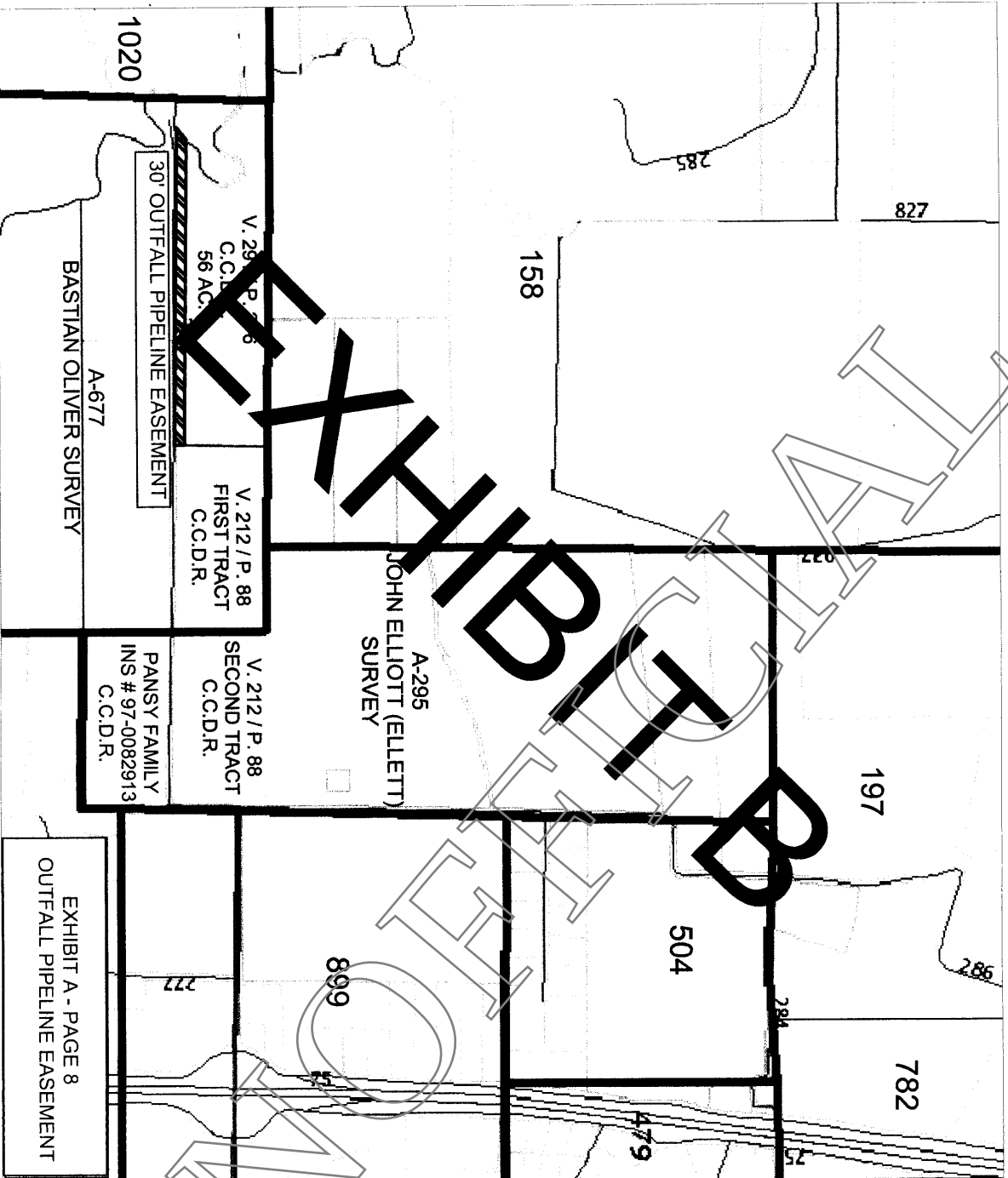


EXHIBIT B

SCREENING REQUIREMENTS

[Inserted Immediately Following This Page]

EXHIBIT B
UNOFFICIAL

EXHIBIT B
BUFFER AREA

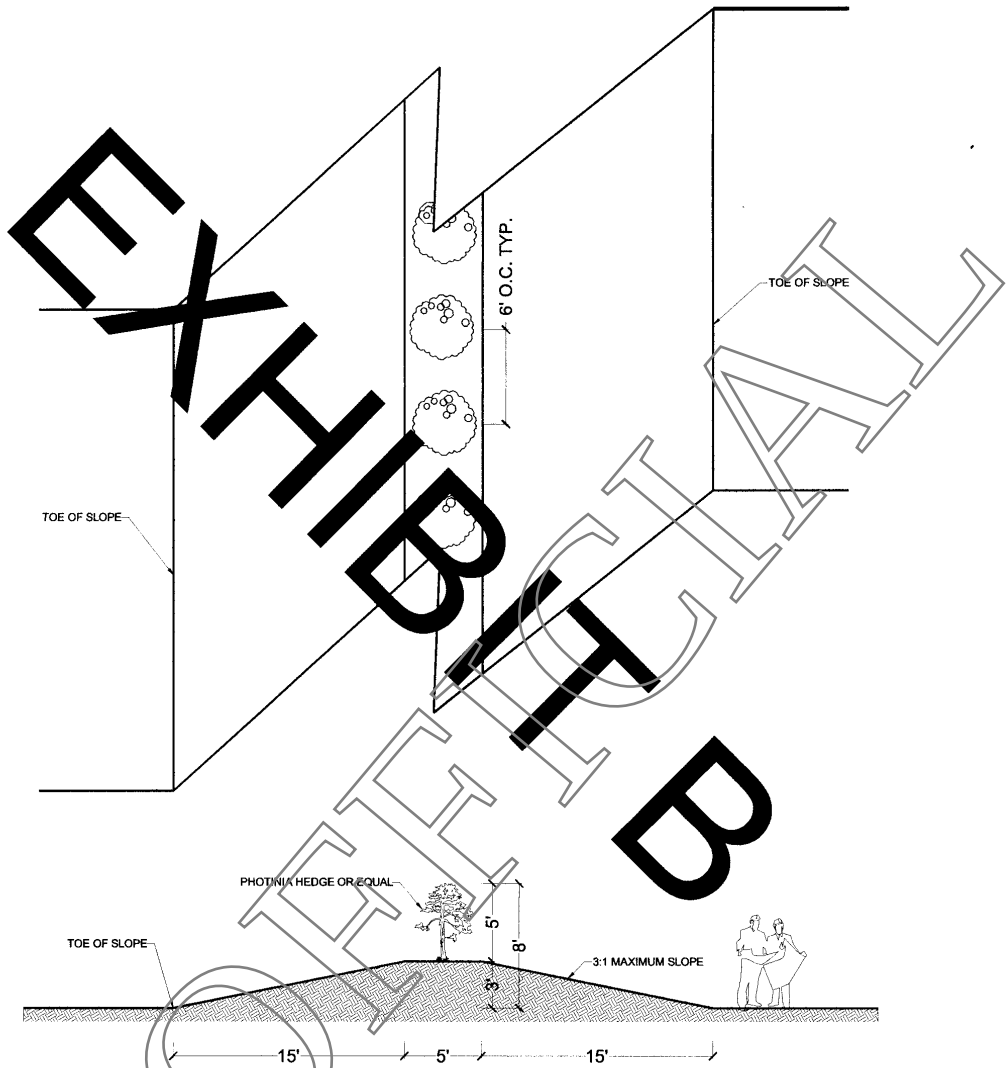


EXHIBIT C

PERMITTED TITLE EXCEPTIONS

There are no title exceptions.

EXHIBIT C
UNOFFICIAL

EXHIBIT D

ENVIRONMENTAL MAINTENANCE AND INDEMNIFICATION AGREEMENT

- a. Grantee shall properly maintain the WTF; prevent the deterioration of the WTF; to the extent only that such maintenance is required by, arises from, is created by, or is otherwise attributable to Grantee's construction, operation, maintenance and repair or replacement of the WTF.
- b. "Maintenance" is defined to include, but is not limited to:
 1. Keeping the Initial and Combined WTF Site free of debris, pollutants and contaminants to the extent that said debris, pollutants and contaminants arise from, are created by, or are otherwise attributable to Grantee's construction, operation, maintenance and repair or replacement of the WTF; and
 2. Establishing a maintenance program for the regular inspection, maintenance and repair of the WTF; and
 3. Establishing an emergency response protocol for the WTF and the Initial and Combined WTF Site designed to address potential negative environmental impacts on the Grantors' adjacent property that is accessible to and approved by the Grantors; and
 4. Using best management practices to clean up and remove debris, pollutants and contaminants and remediate any negative environmental impacts to the Initial and Combined WTF Site that may arise from, be created by, or otherwise be attributed to the construction, operation, and repair of the WTF.
- c. Grantee shall perform its obligations under this Agreement at Grantee's sole cost and expense.
- d. Nothing contained herein shall require or be interpreted to require Grantee to enter on property owned by Grantors or another person or party to perform Grantee's obligations under this Agreement unless entry onto such parties' property is required to fulfill the obligations under this Agreement.
- e. In the event a third party property owner or Grantors as referred to in d. above refuses to allow Grantee entry upon that person or party's property to clean up and remove debris, pollutants and contaminants and remediate any negative environmental impacts, Grantee shall be relieved from the obligation to perform such obligation under this agreement with respect to that particular parcel, lot or tract of land. Notwithstanding the foregoing, any such refusal shall not act as a release or waiver of liability for damages or injuries arising out of Grantee's negligent or intentionally wrongful construction, operation, maintenance and repair or replacement of the WTF.
- f. Should Grantee fail to perform its obligations herein, Grantors may issue a written notice to Grantee specifying the deficiency and Grantee shall have thirty (30) calendar days to

correct the deficiency. If the deficiency cannot be corrected within the thirty (30) day period, then Grantee shall not be in default under the Permanent Easement—to which this Agreement is attached as Exhibit D—as long as Grantee begins corrective action within this time period, diligently pursues such corrective action, and completes the necessary corrective action within ninety (90) days after receipt of written notice. This ninety (90) day time period may be extended in the sole discretion of the Grantors upon receipt of written application for an extension from the Grantee with supporting construction plans, contracts, timelines and such other documents as may be requested by the Grantors to demonstrate Grantee's exercise of due diligence.

- g. Should Grantee fail to take action as required hereinabove, the Grantors may enter on the Property and take such actions as it deems appropriate to satisfy the requirements of this Exhibit D and any other lawful actions to effect compliance. In addition to the foregoing, Grantors shall also have any and all other available remedies, including but not limited to, the right to unilaterally terminate the Permanent Easement and any Operator Agreement issued for the WTF and all rights contained thereunder and the right to require the immediate removal of the WTF from the Initial and Combined WTF Site at the Grantee's expense.
- h. To the extent allowed by applicable law, Grantee shall indemnify and hold harmless the Grantors and any other persons occupying the Grantors' property adjoining the Initial and Combined WTF Site, and their heirs, successors and assigns, and each of their respective officers and employees from all suits, actions, losses, fines, damages, claims or liability of any character, type or description, including, but not limited to, all expenses of litigation, attorneys' fees, costs, fines and penalties of any kind or nature arising directly or indirectly from the existence, operation and/or enforcement of this Permanent Easement or arising from any actions or omissions of Grantee and/or its agents, servants, employees, contractors, and suppliers in connection herewith including, but not limited to, any damages to the Grantors' adjoining property, or to any residence, property or person resulting from or arising out of Grantee's, or Grantee's agents or Grantee's WTF Operator's maintenance or failure to maintain the WTF and properly address any environmental impacts caused thereby. This indemnity includes claims or fines made by any state or federal agency including the Texas Commission on Environmental Quality, the Texas Department of Health, the Environmental Protection Agency, the Federal Emergency Management Agency and the U.S. Army Corps of Engineers regarding pollution or contamination in, on, over, across or under the Grantors' adjoining property as well as all costs and expenses associated with such enforcement actions and any necessary clean-up or environmental remediation of the area within such areas.

EXHIBIT - C
ADDITIONAL EASEMENT AREAS
FOR FUTURE SANITARY SEWER TRUNK LINES

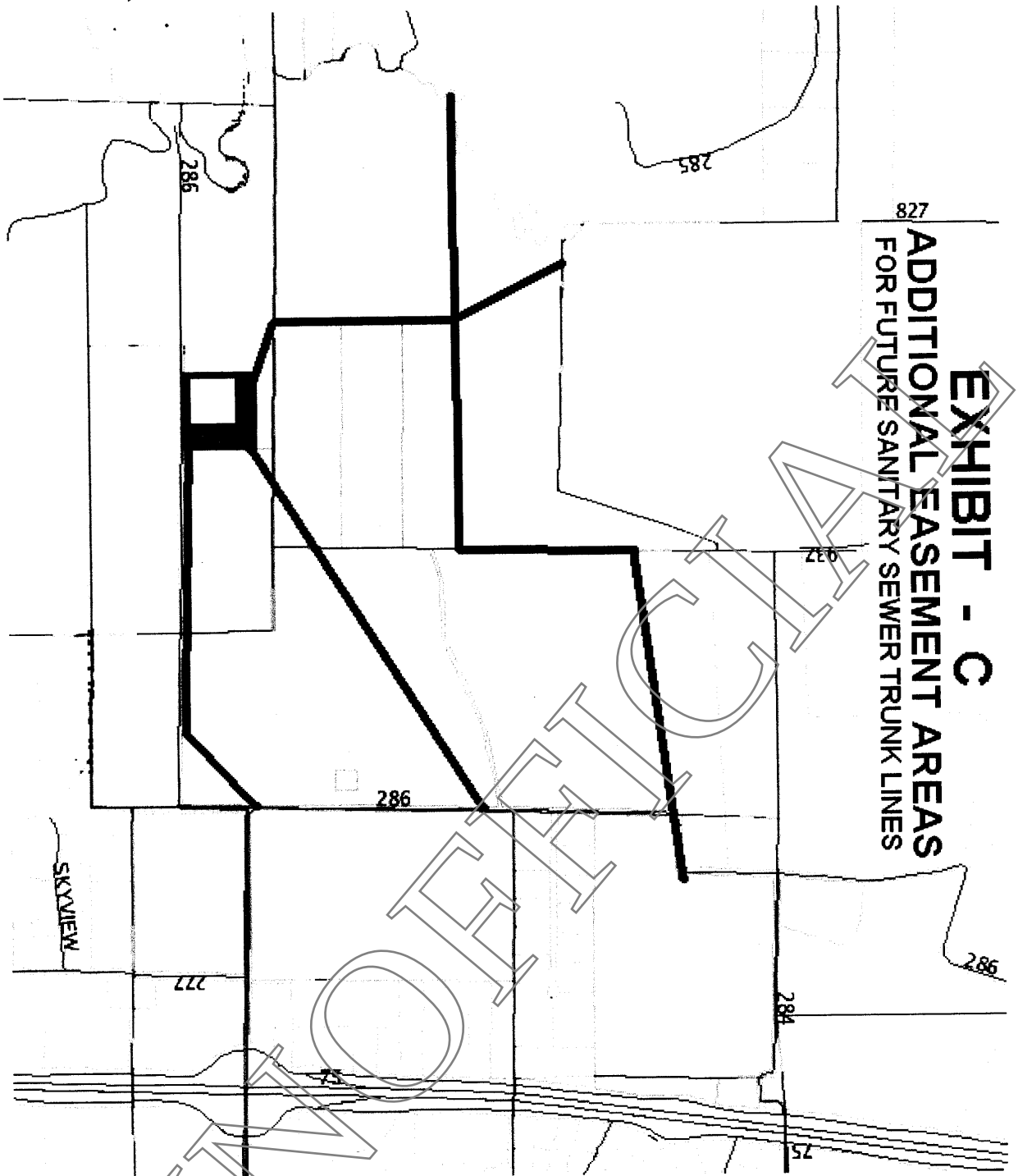


EXHIBIT D
GENERAL DESCRIPTION OF SANITARY-SEWER TREATMENT FACILITY

The treatment plant unit facilities on the property referenced as the "Initial STF Site"—said property also being described in the "City of Anna Permanent Sanitary-Sewer Treatment Facility and Roadway Easement" as being 5.165 acres—shall be located roughly in the middle of said 5.165 acres on an area that is approximately 150' x 200' or 0.689 acres in size, and shall not be closer than 150' from the outside boundaries of the Initial STF Site. Additional necessary appurtenances and sanitary-sewer lines shall be located in areas on the initial STF Site as ultimately determined by the City's consulting engineer in accordance with standard engineering principles and state law.

If and when the City elects to expand the from the Initial STF Site to include the use of any part of the Expansion STF Site for sewage-treatment purposes, additional treatment plant unit facilities shall be located roughly in the middle of the Combined STF Site, and in relative close proximity to the location of the treatment plant units as described in the foregoing paragraph, such that should the City elect to expand onto the full five acres of the Expansion STF Site, the treatment plant units shall be located on an area approximately 360' x 360', or 2.98 acres in size that includes the 0.64 acres referenced in the paragraph above, and shall not be closer than 150' from the outside boundaries of the Combined STF Site. Should the City elect to expand onto a lesser portion of the Expansion STF Site, then the treatment plant units shall be located on an area less than the approximate 360' x 360', or 2.98 acres described in the foregoing sentence and shall not be closer than 150 feet from the outside boundaries of the Combined STF Site. Additional necessary appurtenances and sanitary-sewer lines shall be located in areas on the Combined STF Site as ultimately determined by the City's consulting engineer in accordance with standard engineering principles and state law.

Return To: City of Anna
PO Box 776
Anna, TX 75409

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/11/2009 03:23:49 PM
\$180.00 TKING
20090211000150860



A handwritten signature in cursive script, appearing to read "Stacey Kemp".