

# **CITY COUNCIL**

## **MEETING AGENDA**

**OCTOBER 05, 2026, 6:00 PM**

**CITY COUNCIL REGULAR MEETING**

**HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS**



### **CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM**

#### **EXECUTIVE SESSION**

Pursuant to the Open Meetings Act, Chapter 551, the City Council Will Meet in a Closed Executive Session in Accordance with the Texas Government Code:

Section 551.074. PERSONNEL MATTERS

For deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

- City Attorney position

Section 551.072. DELIBERATION REGARDING REAL PROPERTY

For deliberations regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Triple T Ranch

#### **RECONVENE INTO WORK SESSION**

Reconvene into the Work Session. Any action deemed necessary as a result of Executive Session will be taken during the Regular Session.

#### **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

#### **ADJOURN THE WORK SESSION**

**The Regular Meeting will begin following the Work Session  
but not earlier than 7:00 p.m.**

### **CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

#### **INVOCATION AND PLEDGE**

## **CITIZENS COMMENTS**

*This is an opportunity for citizens to address the Council on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered. The Council is not allowed to converse, deliberate or take action on any matter presented during citizen input.*

## **CONSENT AGENDA**

*All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Councilmember to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.*

- [1.](#) Consideration and possible action on the minutes from the September 21, 2026, meeting.
- [2.](#) Consideration and possible action on Resolution 2026-13, appointing Municipal Court Clerk.
- [3.](#) Consideration and possible action on purchasing materials from Techline Inc. for the Lane Ranch Phase 5 Residential Development and authorizing the City Manager to execute the agreement and all necessary documents.
- [4.](#) Consideration and possible action on setting a maximum transaction amount of \$2,000 for electronic utility payments.

## **PUBLIC HEARING ITEMS**

- [5.](#) Conduct a public hearing on a request for a Rezoning from Planned Development (PD) to Light Industrial (LI) of approximately 202.45 acres of land described as part of A0029A R. BEEBE, TR 107. Generally located South of Lois Road, approximately 1200 feet west of the intersection of Marion Rd and Lois Rd East. Property ID: 59829
- [6.](#) Conduct a public hearing on a request for an amendment to the Future Land Use Map of the City of Sanger Comprehensive Plan from Ranch/Estate Residential to Medium Residential for approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792, generally located north of FM 1190 and east of Union Hill Road.
- [7.](#) Conduct a public hearing on annexing for full purposes approximately 387 acres of land described as R. BEBEE SURVEY, A-29, and J. MORTON SURVEY. A-792 generally located north of FM 1190 and east of Union Hill Road, including approximately 0.75 acres of adjacent right-of-way owned by the Texas Department of Transportation.



- [8.](#) Conduct a Public Hearing on authorizing and creating the Triple T Ranch Public Improvement District within the extraterritorial jurisdiction of the City of Sanger, Texas, in accordance with Chapter 372 of the Texas Local Government Code.
- [9.](#) Conduct a public hearing on establishing Planned Development (PD) zoning for approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792, generally located north of FM 1190 and east of Union Hill Road.

## **ACTION ITEMS**

- [10.](#) Consideration and action on a request for Ordinance No. 09-31-26 for a Rezoning from Planned Development (PD) to Light Industrial (LI) of approximately 202.45 acres of land described as part of A0029A R. BEEBE, TR 107. Generally located South of Lois Road, approximately 1200 feet west of the intersection of Marion Rd and Lois Rd East. Property ID: 59829
- [11.](#) Consideration of and possible action on a CCN Transfer Agreement with Bolivar Water Supply Corporation for the transfer of the water certificate of convenience and necessity (CCN) to the City of Sanger for approximately 387 acres in the R. BEBEE Survey, A-29 and the J. Morton Survey, A-792 generally located north of FM 1190 and east of Union Hill Road.
- [12.](#) Consideration and possible action on Ordinance No. 09-32-26 a request for an amendment to the Future Land Use Map of the City of Sanger Comprehensive Plan from Ranch/Estate Residential to Medium Residential for approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792, generally located north of FM 1190 and east of Union Hill Road.
- [13.](#) Consideration of and possible action on a Development Agreement with Triple T Farms, LTD. governing approximately 387 acres in the R. BeBee Survey, A-29 and the J. Morton Survey, A-792 generally located north of FM 1190 and east of Union Hill Road including the form of public improvement district reimbursement agreement.
- [14.](#) Consideration and possible action on Resolution No. R2026-14 of the City of Sanger, Texas, authorizing and creating the Triple T Ranch Public Improvement District within the extraterritorial jurisdiction of the City of Sanger, Texas, in accordance with Chapter 372 of the Texas Local Government Code.
- [15.](#) Consideration and possible action on Ordinance No. 09-33-26 annexing for full purposes approximately 387 acres of land described as R. BEBEE SURVEY, A-29, and J. MORTON SURVEY. A-792 generally located north of FM 1190 and east of Union Hill Road, as well as approximately 0.75 acres of adjacent right-of-way owned by the Texas Department of Transportation.

- [16.](#) Consideration and possible action on Ordinance No. 09-34-26 establishing Planned Development (PD) zoning for approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792, generally located north of FM 1190 and east of Union Hill Road.

## **FUTURE AGENDA ITEMS**

*The purpose of this item is to allow the Mayor and Councilmembers to bring forward items they wish to discuss at a future meeting, A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Council or at the call of the Mayor.*

## **INFORMATIONAL ITEMS**

*Information Items are for informational purposes only. No action may be taken on items listed under this portion of the agenda.*

- [17.](#) Republic Services Waste Report August 2026

## **ADJOURN**

**NOTE:** The City Council reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.087 of the Texas Open Meetings Act.

## **CERTIFICATION**

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on September 29, 2026, by 3:30 PM.

**/s/Kelly Edwards**

Kelly Edwards, City Secretary

The Historical Church is wheelchair accessible. Request for additional accommodations or sign interpretation or other special assistance for disabled attendees must be requested 48 hours prior to the meeting by contacting the City Secretary's Office at 940.458.7930.



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Consideration and possible action on the minutes from the September 21, 2026, meeting.

**SUMMARY:**

N/A

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

Approve the September 21, 2026, meeting minutes.

**ATTACHMENTS:**

Meeting minutes.

# **CITY COUNCIL MEETING MINUTES**

**SEPTEMBER 21, 2026, 6:00 PM**

**CITY COUNCIL REGULAR MEETING**

**HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS**



## **CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM**

Mayor Bilyeu called the work session to order at 6:02 p.m.

## **COUNCILMEMBERS PRESENT**

|                        |                |
|------------------------|----------------|
| Mayor                  | Gary Bilyeu    |
| Mayor Pro Tem, Place 1 | Marissa Newton |
| Councilmember, Place 2 | Mark Bulger    |
| Councilmember, Place 3 | Josh Burrus    |
| Councilmember, Place 4 | Margie Tisdale |
| Councilmember, Place 5 | Victor Gann    |

## **COUNCILMEMBERS ABSENT**

None

## **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Police Chief Tyson Cheek, and Lt. Justin Lewis.

## **DISCUSSION ITEMS**

1. Discussion on the City's Public Improvement District Policy (PID)

City Manager Noblitt provided an overview of the current policy and answered Council questions.

Discussion ensued about separating the annexation process from the PID process, as they are distinct items to consider. Also, the PID process, how the assessment is administered, the annual Service and Assessment Plan, PID management, and the Elada PID.

**OVERVIEW OF THE ITEMS ON THE REGULAR AGENDA**

No additional discussion.

**ADJOURN THE WORK SESSION**

There being no further business, Mayor Bilyeu adjourned the work session at 7:03 p.m.

**CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

Mayor Bilyeu called the regular meeting to order at 7:12 p.m.

**COUNCILMEMBERS PRESENT**

|                        |                |
|------------------------|----------------|
| Mayor                  | Gary Bilyeu    |
| Mayor Pro Tem, Place 1 | Marissa Newton |
| Councilmember, Place 2 | Mark Bulger    |
| Councilmember, Place 3 | Josh Burrus    |
| Councilmember, Place 4 | Margie Tisdale |
| Councilmember, Place 5 | Victor Gann    |

**COUNCILMEMBERS ABSENT**

None

**STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, Police Chief Tyson Cheek, and Lt. Justin Lewis.

**INVOCATION AND PLEDGE**

Councilmember Bulger gave the Invocation. The Pledge of Allegiance was led by Councilmember Burrus.

**CITIZENS COMMENTS**

No one addressed the Council.

## **SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

2. Life-saving award presentation for Detective Kristufek.

Chief Cheek read about the incident in which Detective Kristufek saved a shooting victim's life and provided a certificate of recognition.

## **CONSENT AGENDA**

3. Consideration and possible action on the minutes from the September 8, 2026, meeting.

Motion to approve the consent agenda as presented.

Motion: Newton

Second: Burrus

Ayes: Bulger, Burrus, Gann, Newton, and Tisdale.

Nays: None

Motion passed unanimously.

## **ACTION ITEMS**

4. Consideration and possible action to vote for candidates on the ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election 2026.

Motion to nominate the Incumbents for Places 1, Place 2, Ronda Perez for Place 3, and the incumbent for Place 4.

Motion: Newton

Second: Gann

Ayes: Bulger, Burrus, Gann, Newton, and Tisdale.

Nays: None

Motion passed unanimously.

5. Consideration and possible action on a Resolution 2026-12, Appointing an Alternate Member to the Planning and Zoning Commission, Capital Improvements Advisory Committee, and the Board of Adjustment.

Motion to approve.

Motion: Gann

Second: Tisdale

Ayes: Bulger, Burrus, Gann, Newton, and Tisdale.

Nays: None

Motion passed unanimously.

## **FUTURE AGENDA ITEMS**

Mayor Bilyeu requested an update on the Miracle League field at Porter Park East.

## **ADJOURN**

There being no further business, Mayor Bilyeu adjourned the meeting at 7:32 p.m.

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Gary Bilyeu, Mayor

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Kelly Edwards, City Secretary



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Angelica Tobias, Director of Municipal Court

**AGENDA ITEM:** Consideration and possible action on Resolution 2026-13, appointing Municipal Court Clerk.

**SUMMARY:**

- Chapter 7, Section 7.106 of the City of Sanger Code of Ordinance provides for the appointment of a Municipal Court Clerk, who shall serve for terms of two years.

**FISCAL INFORMATION:**

- N/A

**RECOMMENDED MOTION OR ACTION:**

- Staff approval.

**ATTACHMENTS:**

- Resolution No. 2026-13.



**CITY OF SANGER, TEXAS****RESOLUTION NO. 2026-13****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, APPOINTING AS MUNICIPAL COURT CLERK; PROVIDING FOR THE TERM OF APPOINTMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 7, Section 7.106 of the City of Sanger Code of Ordinance provides for the appointment of a Municipal Court Clerk, who shall serve for terms of two years; and

**WHEREAS**, the office of the Municipal Court clerk is necessary for the proper administration and operation of the Municipal Court; and

**WHEREAS**, the City Council has determined that Angelica Tobias is qualified and capable of serving as Municipal Court Clerk and desires to appoint Angelica Tobias to that position; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:**

**SECTION 1.** That Angelica Tobias is hereby appointed as Municipal Court Clerk for the Municipal Court of the City of Sanger, Texas.

**SECTION 2.** The appointment shall be effective October 21, 2026, and shall continue for the term authorized by applicable law, the City Charter, and City ordinances, unless sooner terminated or otherwise modified in accordance with applicable law.

**SECTION 3.** The Municipal Court Clerk shall perform all duties prescribed by the Texas Government Code, the Texas Code of Criminal Procedure, other applicable law, the City Charter, City ordinances, and lawful directives governing the Municipal Court.

**SECTION 4.** The City Manager is hereby authorized to oversee the daily operations and performance of the Municipal Court Clerk.

**SECTION 5.** This Resolution shall become effective immediately upon its passage, and the appointment made pursuant to this Resolution shall be effective as of October 21, 2026.

**PASSED AND APPROVED THIS THE 5th DAY OF October 2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Gary Bilyeu, Mayor**

\_\_\_\_\_  
**Kelly Edwards, City Secretary**



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ronnie Grace, Director of Electric

**AGENDA ITEM:** Consideration and possible action on purchasing materials from Techline Inc. for the Lane Ranch Phase 5 Residential Development and authorizing the City Manager to execute the agreement and all necessary documents.

**SUMMARY:**

- This purchase includes wire, transformer pads and secondary pedestals.
- The City currently has the required transformers in inventory; therefore, no transformers are included in this purchase.
- Ordinance No. 08-24-26 of Chapter 13, Utilities, Article 13.1.301, Installation of Underground Electrical Service, of the Code of Ordinances states that the City will provide electric transformers, transformer pads, secondary pedestals and wire to help expedite subdivision development.
- Techline is an approved vendor under an Interlocal Cooperation Agreement - State Contract – Approved Agreement, allowing the City to purchase the required materials under the established contract.

**FISCAL INFORMATION:**

- These materials will be purchased through Techline utilizing our Interlocal Cooperation Agreement.
- The total cost of this purchase is \$147,960.60 and is budgeted for Fiscal Year 2026-2027 under GL Account 008-58-5360.

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

**ATTACHMENTS:**

- City Council Communication
- Techline Quote



# TECHLINE, Inc.

9609 Beck Circle ■ Austin, Texas 78758-5401  
Phone: (512) 833-5410 ■ Fax: (512) 833-5407

## QUOTE

Item 3.

| QUOTE DATE         | ORDER NO.  |
|--------------------|------------|
| 09/11/26           | 2034874-00 |
| P.O. NO.           | PAGE #     |
| LANE RANCH PHASE 5 | 1          |

CUST.#: 1094

SHIP TO:

CITY OF SANGER  
202 RAILROAD AVE  
SANGER, TX 76266

Please remit all payments to:  
Techline, Inc.  
P.O. Box 674005  
Dallas, TX 75267-4005  
Phone: (512) 833-5401

BILL TO:

CITY OF SANGER  
ATTN: ACCOUNTS PAYABLE  
PO BOX 1729  
SANGER, TX 76266

| INSTRUCTIONS        |             |
|---------------------|-------------|
|                     |             |
| SHIP POINT          | SHIP VIA    |
| Techline Fort Worth | BEST WAY    |
| SHIPPED             | TERMS       |
|                     | NET 30 DAYS |

| LINE NO. | PRODUCT AND DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                      | QUANTITY ORDERED | QUANTITY AVAILABLE | QTY. U/M | UNIT PRICE | AMOUNT (NET) |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|----------|------------|--------------|
|          | *****<br>PRICING PER LCRA CONTRACT #6941 WITH THE CITY OF SANGER<br>*****<br>*****<br>*****<br>*****<br>LANE RANCH PHASE 5<br>*****<br>*****<br>SHIPMENT: TECHLINE STOCK SPS UNLESS OTHERWISE NOTED<br>CABLE QUANTITIES QUOTED ARE BASED ON STANDARD REEL LENGTHS LISTED AND ROUNDED UP TO THE NEAREST STANDARD REEL LENGTH MULTIPLE.<br>SHIPMENT FOB DESTINATION, FULL FREIGHT ALLOWED<br>TERMS: NET 30 DAYS<br>PRICING IS VALID FOR 30 DAYS<br>THANK YOU<br>*****<br>***** |                  |                    |          |            |              |
| 1        | 163-23-4072<br>Cable, 1/0 AL 25kV EPR 260mil Full Neutral<br>Customer Prod: s8100<br><br>**2500'NRR**<br>*****                                                                                                                                                                                                                                                                                                                                                               | 17500            | 17500              | ft       | 4.72       | 82600.00     |
| 2        | WESLEYAN-XL-1000'NRR<br>Cable, 350 AL Trplx RN URD 350-350-4/0 600V<br>Customer Prod: S8180<br>Southwire Material # 24251101<br>Reel shall not exceed 54" overall width or 87" flange diameter.<br>.<br>.                                                                                                                                                                                                                                                                    | 5000             | 5000               | FT       | 5.16       | 25800.00     |

Continued



# TECHLINE, Inc.

9609 Beck Circle ■ Austin, Texas 78758-5401  
Phone: (512) 833-5410 ■ Fax: (512) 833-5407

## QUOTE

Item 3.

| QUOTE DATE         | ORDER NO.  |
|--------------------|------------|
| 09/11/26           | 2034874-00 |
| P.O. NO.           | PAGE #     |
| LANE RANCH PHASE 5 | 2          |

CUST.#: 1094

SHIP TO:

CITY OF SANGER  
202 RAILROAD AVE  
SANGER, TX 76266

Please remit all payments to:  
Techline, Inc.  
P.O. Box 674005  
Dallas, TX 75267-4005  
Phone: (512) 833-5401

BILL TO:

CITY OF SANGER  
ATTN: ACCOUNTS PAYABLE  
PO BOX 1729  
SANGER, TX 76266

| INSTRUCTIONS        |             |
|---------------------|-------------|
|                     |             |
| SHIP POINT          | SHIP VIA    |
| Techline Fort Worth | BEST WAY    |
| SHIPPED             | TERMS       |
|                     | NET 30 DAYS |

| LINE NO. | PRODUCT AND DESCRIPTION                                                                                                                              | QUANTITY ORDERED  | QUANTITY AVAILABLE | QTY. U/M | UNIT PRICE             | AMOUNT (NET)           |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|----------|------------------------|------------------------|
| 3        | SWEETBRIAR-XL-1000'NRR<br>Cable, 4/0 AL Triplex URD, Reduced Neutral 2/0<br>Customer Prod: s8160                                                     | 2000              | 2000               | FT       | 3.08                   | 6160.00                |
| 4        | A6001879<br>Pad, Transformer 42x42 polymer concrete<br>Customer Prod: s1637                                                                          | 24                | 24                 | EA       | 479.90                 | 11517.60               |
| 5        | PSPF-101538-MG-L6350-GCE<br>Pedestal, 10X15X38 Plast GCEC Logo<br>Customer Prod: s1630<br>*****<br>COMPLETE PART: PSPF-101538-MG-L6350-GCEC<br>***** | 41                | 41                 | EA       | 275.00                 | 11275.00               |
| 6        | 2701A4<br>Insert Bushing Well 25KV 200A Lbrk<br>Customer Prod: s1336                                                                                 | 48                | 48                 | ea       | 73.00                  | 3504.00                |
| 7        | FI-3C-S08NAM-F<br>Indicator, Fault URD LED 8hr Reset Small Core<br>Customer Prod: S0975<br>DELIVERY: 4-8 WEEKS ARO<br>*****                          | 48                | 48                 | EA       | 148.00                 | 7104.00                |
| 7        | Lines Total                                                                                                                                          | Qty Shipped Total | 24661              |          | Total<br>Invoice Total | 147960.60<br>147960.60 |



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Clayton Gray, Chief Financial Officer

**AGENDA ITEM:** Consideration and possible action on setting a maximum transaction amount of \$2,000 for electronic utility payments.

- In 2007, the City implemented a \$5.95 convenience fee for electronic utility payments to help offset credit card processing costs. The fee was based on the typical residential utility payment at that time.
- Electronic payments include payments made on the website, website auto-payments, payments via text message, and payments by IVR phone system
- Business use of electronic credit card payments has increased significantly in recent years:
  - FY 2015–16: 413 payments totaling \$189,872; average payment \$460.
  - FY 2025–26: 1,499 payments totaling \$2,946,402; average payment \$1,966.
- The City continues to charge the same \$5.95 fee regardless of the payment amount, resulting in significant processing costs on large business payments. For example, a recent \$163,811 payment generated nearly \$4,000 in processing fees, while the City collected only \$5.95.
- By comparison, FY 2025–26 residential electronic payments averaged \$239, with the largest payment being \$1,819.
- To help control processing costs, the City will establish a \$2,000 maximum per electronic utility payment transaction. Customers may make multiple electronic payments if they owe more than \$2,000.
- The \$2,000 limit applies only to electronic utility payments. Customers may continue to pay by automated bank draft, mail, in person, or the City Hall drop box without a limit or convenience fee.
- The maximum transaction amount will go into effect beginning October 15, 2026.

### **FISCAL INFORMATION:**

- This action will significantly reduce the City's credit card processing costs for electronic utility payments.

### **RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval.

### **ATTACHMENTS:**

N/A



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Conduct a public hearing on a request for a Rezoning from Planned Development (PD) to Light Industrial (LI) of approximately 202.45 acres of land described as part of A0029A R. BEEBE, TR 107. Generally located South of Lois Road, approximately 1200 feet west of the intersection of Marion Rd and Lois Rd East. Property ID: 59829

**SUMMARY:**

- The property consists of 202.45 acres.
- The rezone request is for industrial use.
- A light industrial zoning district is appropriate for the subject property given its direct adjacency to the railroad and multiple parcels with Light Industrial zoning.
- Layout provides potential buffers.
- The area to the north and west are currently industrial uses.
- Staff mailed 124 notices at the time of this report we have received 20 response forms. There are 18 opposed and 2 in favor of the rezone.
- Planning & Zoning recommended approval on 9-14-26.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

N/A

**ATTACHMENTS:**

Location Map



# Lois Road - Rezoning

Item 5.

## Legend

Planning and Zoning

Planning and Zoning

▲ WATER WELL

● PERMITS

Public Safety

Public Safety

Lakes and Streams

Streams

—

Notes:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.



0 500 1000  
ft

<https://www.dentoncounty.gov/1147/Geographic-Information-Systems-GIS>

8/26/2026 11:51:21 AM





## CITY COUNCIL COMMUNICATION

**DATE:** October 05, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Conduct a public hearing on a request for an amendment to the Future Land Use Map of the City of Sanger Comprehensive Plan from Ranch/Estate Residential to Medium Residential for approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792, generally located north of FM 1190 and east of Union Hill Road.

**SUMMARY:**

- Per City and State codes, the Future Land Use Map must be amended if Council wants to allow a request for rezoning this parcel from Ranch/Estate Residential to Medium Residential.
- All ETJ property is given the Future Land Use assignment of Ranch/Estate Residential as a placeholder.
- The property is approximately 387 acres.
- This property would be zoned upon annexation.
- Planning & Zoning recommended denial on 9-14-26.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

N/A

**ATTACHMENTS:**

Location Map





## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Conduct a public hearing on annexing for full purposes approximately 387 acres of land described as R. BEBEE SURVEY, A-29, and J. MORTON SURVEY. A-792 generally located north of FM 1190 and east of Union Hill Road, including approximately 0.75 acres of adjacent right-of-way owned by the Texas Department of Transportation.

**SUMMARY:**

- This property is currently identified as Triple "T" Farms.
- The property requesting annexation is currently within the City of Sanger ETJ.
- The service plan includes emergency services, solid waste, wastewater facilities, water facilities, road and streets, environmental health inspections and code enforcement services, Planning & Zoning services, parks, playgrounds, libraries, swimming pools, publicly owned facilities, and other services.

**FISCAL INFORMATION:**

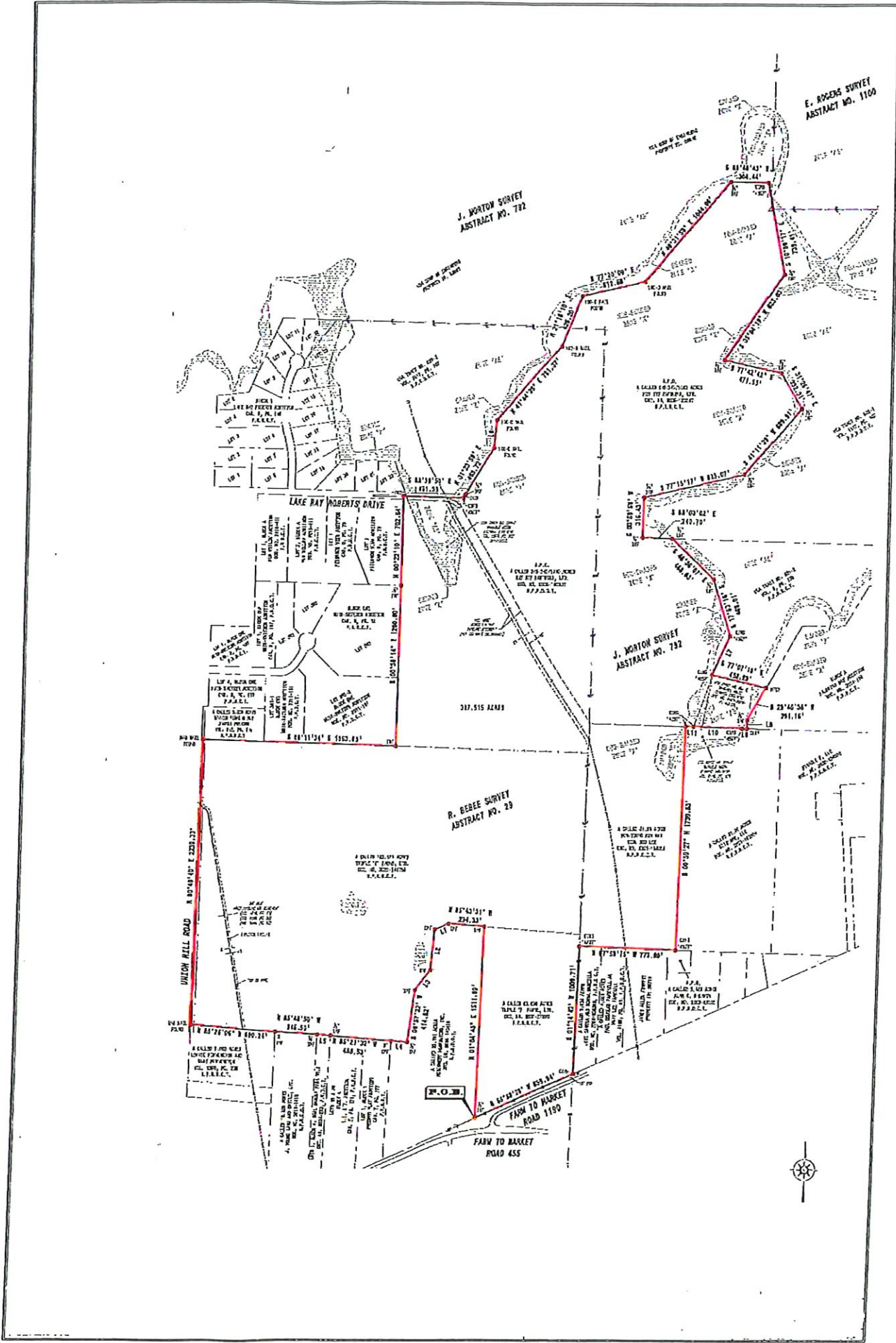
N/A

**RECOMMENDED MOTION OR ACTION:**

N/A

**ATTACHMENTS:**

Location Map





## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Conduct a Public Hearing on authorizing and creating the Triple T Ranch Public Improvement District within the extraterritorial jurisdiction of the City of Sanger, Texas, in accordance with Chapter 372 of the Texas Local Government Code.

**SUMMARY:**

- This resolution provides the following information:
  - Advisability of the Proposed Improvements
  - General Nature of Proposed Improvements
  - Estimated Costs of Authorized Improvements
  - Boundaries of Proposed District
  - Proposed Method of Assessments
  - Management of the District
  - Advisory Board

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

N/A

**ATTACHMENTS:**

Location Map







## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Conduct a public hearing on establishing Planned Development (PD) zoning for approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792, generally located north of FM 1190 and east of Union Hill Road.

**SUMMARY:**

- The property consists of 387.515 acres.
- The property is currently within the City's ETJ.
- The property is currently completely undeveloped, with no existing structures.
- Planning & Zoning recommended denial on 9-14-26.

**FISCAL INFORMATION:**

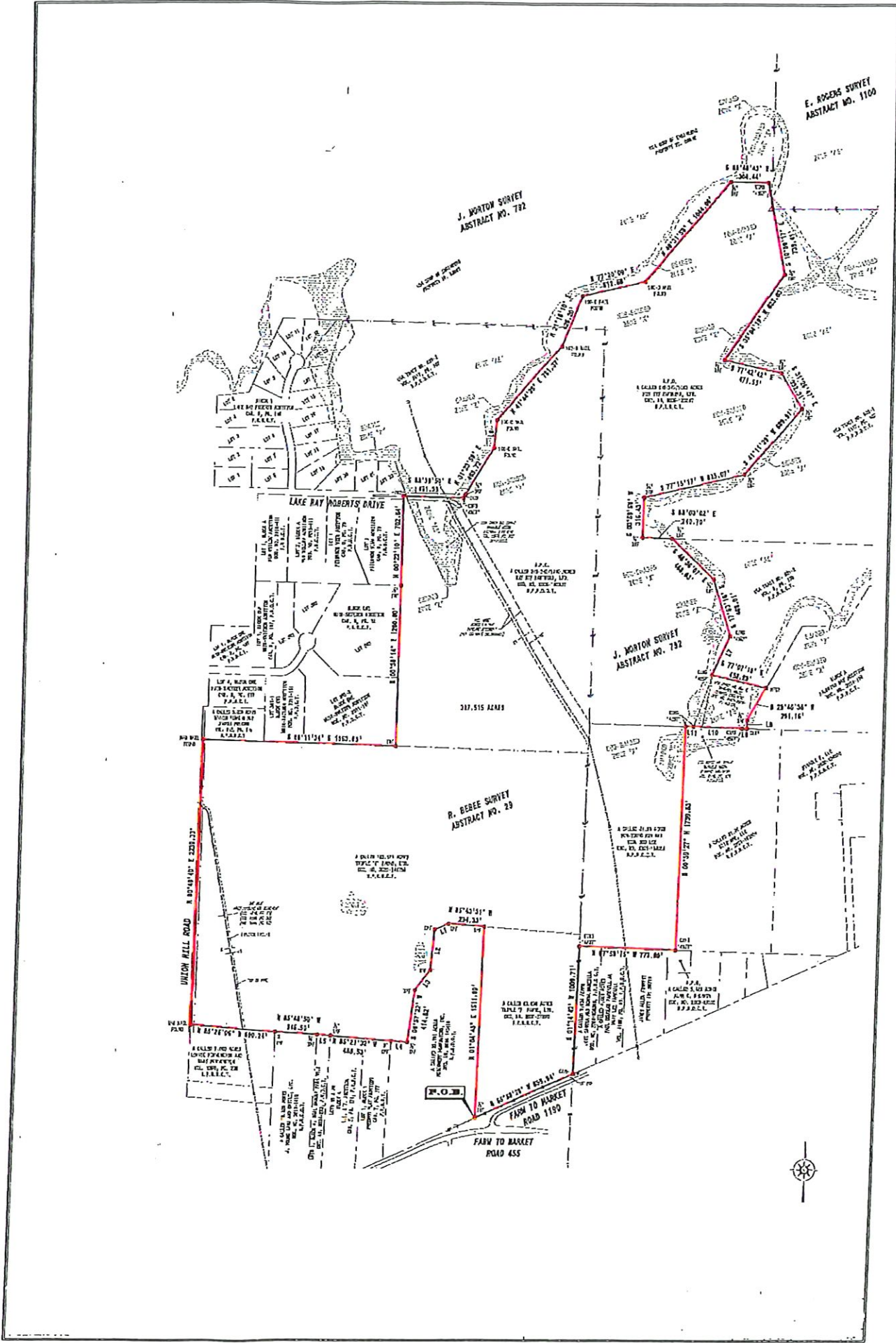
N/A

**RECOMMENDED MOTION OR ACTION:**

N/A

**ATTACHMENTS:**

Location Map







## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and action on a request for Ordinance No. 09-31-26 for a Rezoning from Planned Development (PD) to Light Industrial (LI) of approximately 202.45 acres of land described as part of A0029A R. BEEBE, TR 107. Generally located South of Lois Road, approximately 1200 feet west of the intersection of Marion Rd and Lois Rd East. Property ID: 59829

**SUMMARY:**

- The property consists of 202.45 acres.
- The rezone request is for industrial use.
- A light industrial zoning district is appropriate for the subject property given its direct adjacency to the railroad and multiple parcels with Light Industrial zoning.
- Layout provides potential buffers.
- The area to the north and west are currently industrial uses.
- Staff mailed 124 notices at the time of this report we have received 20 response forms. There are 18 opposed and 2 in favor of the rezone.
- Planning & Zoning recommended approval on 9-14-26.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map  
 Ordinance No. 09-31-26 – Zoning Change  
 Exhibit A – Survey and Legal Description  
 Application  
 Letter of Intent  
 Response Forms 1-18 – Opposed  
 Response Forms 19-20 – In Favor

# Lois Road - Rezoning

Item 10.

## Legend

Planning and Zoning

Planning and Zoning

▲ WATER WELL

● PERMITS

Public Safety

Public Safety

Lakes and Streams

Streams

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Notes:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

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ft

<https://www.dentoncounty.gov/1147/Geographic-Information-Systems-GIS>

8/26/2026 11:51:21 AM

**CITY OF SANGER, TEXAS**

**ORDINANCE 09-31-26**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE ZONING MAP FOR APPROXIMATELY 202.69 ACRES OF LAND DESCRIBED AS A0029A R. BEEBE, TR 107, OLD DCAD SHT 3, TR 10; FROM (PD 01-02-25) PLANNED DEVELOPMENT 01-02-25 TO (LI 09-31-26) LIGHT INDUSTRIAL 09-31-26; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

**WHEREAS**, the Planning and Zoning Commission on September 14, 2026, duly covered and conducted a public hearing for the purpose of assessing a request for amendment to the Zoning Map; and

**WHEREAS**, all requests for amendment to the Zoning Map were duly filed with the City of Sanger, Texas, concerning the hereinafter described property; and

**WHEREAS**, the following provision of proper legal notice requirements, including written notice to owners within 200 feet of the subject property, were made in the time and manner prescribed by law; and

**WHEREAS**, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

**SECTION 1.** That an amendment to the Zoning Map from (PD 01-02-25) Planned Development 01-02-25 to (LI 09-31-26) Light Industrial 09-31-26 is hereby granted for the property generally located south of Lois Road and approximately 1,219 feet west of Marion Road, described in EXHIBIT A.

**SECTION 2.** That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

**SECTION 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any

word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

**SECTION 5.** Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

**SECTION 6.** This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED AND APPROVED** by the City Council of the City of Sanger, Texas, on this 5th day of October, 2026.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Gary Bilyeu, Mayor**

\_\_\_\_\_  
**Kelly Edwards, City Secretary**



201 Bolivar Street/PO Box 1729 \* Sanger, TX 76266  
940-458-2059(office) 940-458-4072(fax) www.sangertexas.org

## ZONING CHANGE/SUP APPLICATION



Zoning Change



Specific Use Permit

Applicant

Owner (if different from applicant)

|                                           |                                                |
|-------------------------------------------|------------------------------------------------|
| Name: <b>MACK MATTKE, P.E.</b>            | Name:                                          |
| Company: <b>KIMLEY-HORN</b>               | Company: <b>JST HOLDINGS 04 BUSINESS LLC</b>   |
| Address: <b>100 W. OAK ST, SUITE 203</b>  | Address: <b>10268 W CENTENNIAL RD STE 200F</b> |
| City, State, Zip <b>DENTON, TX 76201</b>  | City, State, Zip <b>LITTLETON, CO 80127</b>    |
| Phone: <b>940-536-0176</b>                | Phone: <b>303-324-1771</b>                     |
| Fax:                                      | Fax:                                           |
| Email: <b>MACK.MATTKE@KIMLEY-HORN.COM</b> | Email:                                         |

### Submittal Checklist

|                                     |                                                   |
|-------------------------------------|---------------------------------------------------|
| <input type="checkbox"/>            | Site Plan (for Specific Use Permits Only)         |
| <input checked="" type="checkbox"/> | Letter of Intent                                  |
| <input checked="" type="checkbox"/> | Application Fee (Check Payable to City of Sanger) |

I certify that I am the legal owner of the above referenced property and that to the best of my knowledge this is a true description of the property upon which I have requested the above checked action. I designate the applicant listed as my representative.

Describe the subject property (address, location, size, etc.):

**202.45 ACRES LOCATED AT LOIS RD E, SANGER TX 76266**

Describe the proposed zoning change or Specific Use Permit (SUP):

**THIS ZONING APPLICATION IS FOR A PROPOSED REZONE OF 202 ACRES FROM EXISTING PD/RESIDENTIAL TO I-1 (INDUSTRIAL).**

Owner Signature

08/03/2026

Date

Applicant Signature

08/03/2026

Date





August 5, 2026

Ramie Hammonds  
 Director of Development Services  
 City of Sanger  
 502 Elm Street  
 Sanger, TX 76266

**Sanger 202 Industrial – 202-Ac Industrial Development  
 Letter of Intent  
 Sanger, Texas**

Ramie:

The subject property consists of 202.45 acres located south of Lois Road East, east of the Burlington Northern Santa Fe (BNSF) Railroad, and north of Enclave Drive in the City of Sanger, Texas (DCAD Property ID 59829). The existing site is undeveloped with no existing structures, few trees, and three ponds, and is adjacent to the BNSF railroad. Please see attached metes and bounds legal description as part of this zoning application submittal. Per the 2019 City of Sanger Zoning Map, the property was previously zoned Agricultural (A). Furthermore, the City's Future Land Use Plan, adopted on April 4, 2022, designated the property as Light Industrial (I-1), reflecting the city's long-term vision for industrial development in this area. In late 2024 and early 2025, the City of Sanger, via Planning & Zoning Commission and City Council, approved a Planned Development (PD) (Residential) zoning district for the property to allow a Single Family (SF-8) use development and amend the Future Land Use Plan to show Moderate Density Residential and Urban Low Density Residential.

This zoning request would be to rezone from Planned Development (PD) to Light Industrial (I-1) and amend the Future Land Use Plan back to show Light Industrial (I-1) which is consistent with the original plan adopted in April 4, 2022. This would facilitate industrial development that aligns with the city's long-term planning objectives for the area. Furthermore, a Light Industrial zoning district is appropriate for the subject property given its direct adjacency to the railroad and multiple parcels with Light Industrial zoning.

The comprehensive plan speaks to "Sanger's existing Wal-Mart Distribution Center is a tremendous catalyst for expanded industrial growth and new commercial development" it also speaks to Plan Goal number 12 "increase city revenue sources from new commercial and industrial development". This zoning change would capitalize on those opportunities. We understand there are existing residential homes to the south and we are proposing an overlay condition or exhibit as provided in this submittal that will shield the proposed development from existing residences with a berm, landscape buffer of trees and detention pond. The existing developments to the east are in the ETJ and outside the Sanger City Limits.

We look forward to working with the City of Sanger on this project.

Please contact me at (940-536-0176) or [mack.mattke@kimley-horn.com](mailto:mack.mattke@kimley-horn.com) should you have any questions or need any additional information.

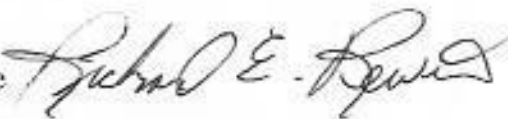
Sincerely,

Mack Mattke, P.E.

Please circle one: Opposed to request

Comments: The letter we received does not tell us the purpose for the light industrial park – we don't know what type of business/es are planned for that area.

1. Marion Road cannot handle the additional traffic that would be created, especially from heavy trucks. There is already increased traffic on Marion Road due to vehicles bypassing the stop lights and road construction in Sanger. Marion road is currently deteriorating and will continue to worsen with increased traffic.
2. Why not use the current industrial park that has been designated along the northbound frontage road north of Sanger? There are buildings setting vacant and there are For Sale signs posted already designated 'Industrial.'
3. More information in the letter would have been helpful so we're not left to wonder what the plans are for the industrial park. It's impossible to make an informed decision without information.

Signature 

Printed Name Richard Lewis

Mailing Address 4215 Baccarat Lane

City, State, Zip Sanger, TX 76266-1761

Phone Number

Email Address.

Physical Address of Property within 200 feet 4215 Baccarat Lane, Sanger, TX 76266



Response Form  
26SANZON-0016  
Property ID: 59829

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0016/Property ID: 59829

Please circle one: In favor of request

Opposed to request

Comments:

Concerns with traffic congestion, deterioration of our streets, sidewalks & utilities. Decline in property and home value.

Signature

Montserrat Muzaurieta

Printed Name

Montserrat Muzaurieta

Mailing Address

4209 Liga Ln

City, State, Zip

Sanger TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet



**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request ☒ Opposed to request

**Comments:**

*See attached*

**Signature**

*T. Soprenok*

**Printed Name**

*Theodore Soprenok*

**Mailing Address**

*9800 Georgia Ave*

**City, State, Zip**

*Denton, TX, 76207*

**Phone Number**

**Email Address**

**Physical Address of Property within 200 feet**

*4823 Enclave Dr*

September 2, 2026

Regarding the A0029A R. BEEBE, TR 107 property rezoning to light industrial of 202.45 acres in Sanger Texas.

Dear sir,

A light-industrial area immediately adjacent to residential housing would generally create **downward pressure on the value of the closest homes**. My home at 4823 Enclave Dr. is at the Southern border of the proposed zoning change.

Once zoned for light industrial, there will be no control over who, what, and how business is to be conducted within the planned zone. Any and all of the following are possible from warehouses with moderate to heavy truck traffic, loading docks facing homes, outdoor storage containers, noise, lights, odors, and operations 24/7

Additionally, manufacturing, assembly, fabrication, warehousing, wholesaling and service operations are within the scope of Light Industrial zones.

- **Buyer perception** — The backs of residential housing to industrial zones can shrink the pool of prospective buyers.
- **Insurance/financing perception** — can create additional buyer concerns, such as, difficulty in securing a mortgage loan.

**I AM NOT IN FAVOR OF THE ZONING CHANGE TO LIGHT INDUSTRIAL.**

Regards



Ted and Sonia Soprenuk  
972-691-8970  
mrmata3@gmail.com

RESPONSE FORM  
265ANTON-0015  
PROPERTY ID: 59829

In order for your response to be correct, please complete and mail this form to:

San Francisco Public Works Department  
Attn: Ramon Hernandez  
P.O. Box 2779  
San Jose, CA 95116

For more information, please call:  
Phone: (415) 361-2222

Property ID: 265ANTON-0015 Property ID: 59829

Please check one: (check all that apply)

Expected to improve

Comments: The road is the one left inside  
the fence, lots of trees are  
on the side, many trees & 25 foot fence.  
and Red Oak  
and Red Oak  
4200 2100 LA  
5000 4000 7500



# Response Form

## 26SANZON-0016

### Property ID: 59829

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0016/Property ID: 59829

Please circle one: In favor of request ☒ Opposed to request ☒

Comments:

I sent an email previously:

We need additional information as related to how this effects  
our residential community, we need to know what the plans are.

Signature

Printed Name

Willie Patterson + Poppy Patterson

Mailing Address

4803 Enclave Sanger Tx 76266

City, State, Zip

Sanger Tx 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

4803 Enclave Sanger Tx 76266



---

**Project No. 26-SANZON-0016/Property ID: 59829**

---

**From** Lisa Hall

**Date** Wed 9/9/2026 12:35 PM

**To** Ramie Hammonds <RHammonds@sangertexas.org>

Dear Ramie,

I am writing to formally enter my opposition to the proposed rezoning from Planned Development to Light Industrial. As residents and stakeholders, I urge the City to deny this request based on its direct contradiction to Sanger's adopted development goals and the severe, unmitigable impacts it will impose on the surrounding residential community.

Sanger's official economic development goals explicitly prioritize creating a community desired by citizens—one where families can thrive and maintain a healthy lifestyle. Approving a Light Industrial designation immediately adjacent to an established residential neighborhood is completely misaligned with the City's own stated direction. This proposal trades long-term community well-being and family-centric growth for incompatible industrial expansion.

The local street network and existing infrastructure are not engineered to sustain the weight, volume, or turning radii of heavy commercial trucks. Forcing industrial traffic onto these specific residential corridors creates immediate safety hazards. Of critical concern is pedestrian safety: because of changing school transit boundaries, neighborhood children in this area can no longer ride the school bus and must walk or bike. Introducing heavy vehicle traffic directly compromises the safety of our community's youth.

Introducing industrial operations next to homes creates significant environmental risks:

- **Air Quality:** Increased emissions and particulate matter from industrial processes and heavy machinery will directly impact public health. This poses an immediate threat to vulnerable populations, including our elderly residents and children with pre-existing respiratory conditions like asthma.
- **Hazardous Materials:** Light industrial zoning permits the storage and handling of chemical agents and flammable materials, introducing an unnecessary risk of spills, leaks, or localized environmental contamination near homes.

Residential areas require quiet enjoyment, particularly during evening hours. Light industrial zoning permits nighttime work activities, heavy machinery operation, and constant large-vehicle movement. This will generate disruptive, low-frequency noise and ambient vibrations. Furthermore, high-intensity overnight security lighting will cause severe light trespass into nearby homes, degrading sleep quality and overall quality of life.

The transition from a natural, scenic view to an industrial complex—characterized by large warehouse walls, outdoor loading bays, and commercial signage—creates a severe visual blight. This degradation of neighborhood aesthetics, combined with the compounding factors of noise, exhaust, and commercial traffic, will directly stagnate or depress residential property values, undermining the financial security of Sanger homeowners.

A change from Planned Development to Light Industrial is a permanent decision that fundamentally alters the safety, health, and character of a neighborhood. I request that the Planning and Zoning Commission and City Council uphold Sanger's commitment to healthy family living and deny this rezoning request.

Respectfully,  
Lisa R. Hall

See attachment



**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request

Opposed to request

**Comments:**

Signature

Lisa R. Hall

Printed Name

Lisa R. Hall

Mailing Address

4204 Kristoff Ln

City, State, Zip

Sanger, TX 76266

Phone Number

Address

Address of Property within 200 feet

Same as above

**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0016/Property ID: 59829

Please circle one: In favor of request

Opposed to request

Comments:

I was not opposed when they were discussing building houses across from us, but we have way too much commercial bordering us as it is.

Signature

Sabrina McCristion Jerry McCristion

Printed Name

Sabrina McCristion / Jerry McCristion

Mailing Address

3428 Lois Rd East

City, State, Zip

Sanger, TX 76266

Phone Number

Email Address



Item 10.

**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

---

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request

Opposed to request

**Comments:**

I oppose the proposed industrial zoning because this property is directly  
behind my home and adjacent to an established residential neighborhood. I am  
concerned about increased noise, traffic, drainage, & overall impact on our quality of life &  
Property values. Please deny the proposed zoning change.

**Signature**

S. Kaetzer

**Printed Name**

Sydney Kaetzer

**Mailing Address**

4809 Enclave Dr. Sanger, TX 76266

**City, State, Zip**

Sanger, TX 76266

**Phone Number**

**Email Address**

**Physical Address of Property within 200 feet**

4809 Enclave Dr. Sanger, TX 76266



**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:  
Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request Opposed to request

**Comments:** I do not want any rezoning  
changes without plans presented  
as to what will go there.

**Signature**

Bobbi J. Winczewski

**Printed Name**

Bobbi J Winczewski

**Mailing Address**

4208 Liga Ln

**City, State, Zip**

Sanger Tx 76266

**Phone Number**

**Email Address**

**Physical Address of Property within 200 feet**

Same as above

Please see attached

# Response Form

## 26SANZON-0016

### Property ID: 59829

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0016/Property ID: 59829

Please circle one: In favor of request

Opposed to request

Comments:

1st step to Sanger allowing a Data Center  
I am opposed to that.  
Increased traffic of both cars

& semis on Marion to access site;  
Neighborhood views permanently altered  
& increased noise,  
pollution & water  
electric use.

Signature

Printed Name

Mailing Address

City, State, Zip

Phone Number

Email Address

Physical Address of Property within 200 feet

4210 Kristoff Ln.  
Sanger TX 76266



**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request

Opposed to request

**Comments:**

Signature

Brandi Tallent

Clinton Tallent

Printed Name

Brandi Tallent

Clinton Tallent

Mailing Address

4205 Kristoff Lane

City, State, Zip

Sanger, Tx 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

Same

We are writing to formally enter our opposition to the proposed rezoning from Planned Development to Light Industrial. As residents and stakeholders, we urge the City to deny this request based on its direct contradiction to Sanger's adopted development goals and the severe, unmitigable impacts it will impose on the surrounding residential community.

Sanger's official economic development goals explicitly prioritize creating a community desired by citizens—one where families can thrive and maintain a healthy lifestyle. Approving a Light Industrial designation immediately adjacent to an established residential neighborhood is completely misaligned with the City's own stated direction. This proposal trades long-term community well-being and family-centric growth for incompatible industrial expansion.

The local street network and existing infrastructure are not engineered to sustain the weight, volume, or turning radii of heavy commercial trucks. Forcing industrial traffic onto these specific residential corridors creates immediate safety hazards. Of critical concern is pedestrian safety: because of changing school transit boundaries, neighborhood children in this area can no longer ride the school bus and must walk or bike. Introducing heavy vehicle traffic directly compromises the safety of our community's youth.

Introducing industrial operations next to homes creates significant environmental risks:

- **Air Quality:** Increased emissions and particulate matter from industrial processes and heavy machinery will directly impact public health. This poses an immediate threat to vulnerable populations, including our elderly residents and children with pre-existing respiratory conditions like asthma.
- **Hazardous Materials:** Light industrial zoning permits the storage and handling of chemical agents and flammable materials, introducing an unnecessary risk of spills, leaks, or localized environmental contamination near homes.

Residential areas require quiet enjoyment, particularly during evening hours. Light industrial zoning permits nighttime work activities, heavy machinery operation, and constant large-vehicle movement. This will generate disruptive, low-frequency noise and ambient vibrations. Furthermore, high-intensity overnight security lighting will cause severe light trespass into nearby homes, degrading sleep quality and overall quality of life.

The transition from a natural, scenic view to an industrial complex—characterized by large warehouse walls, outdoor loading bays, and commercial signage—creates a severe visual blight. This degradation of neighborhood aesthetics, combined with the compounding factors of noise, exhaust, and commercial traffic, will directly stagnate or depress residential property values, undermining the financial security of Sanger homeowners.

A change from Planned Development to Light Industrial is a permanent decision that fundamentally alters the safety, health, and character of a neighborhood. We request that the Planning and Zoning Commission and City Council uphold Sanger's commitment to healthy family living and deny this rezoning request.

**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request

Opposed to request

**Comments:**

The proposed zoning of "industrial" abuts my residential property. My house is located 25 ft from the fence and industrial zoning allows a 100ft tall building to be located 50ft from my property line.

Signature Linda Ratliff

Printed Name LINDA RATLIFF

Mailing Address 4721 Enclave Dr

City, State, Zip Sanger TX

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Physical Address of Property within 200 feet 4721 Enclave Dr, Sanger

**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request ☒ Opposed to request

**Comments:**

Do not want ANY industrial  
buildings within 200 ft of my home!

**Signature** 

**Printed Name** Michael Ascheal

**Mailing Address** 4817 Enclave Dr

**City, State, Zip** Sanger, TX 76266

**Phone Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Physical Address of Property within 200 feet** 4817 Enclave Dr.

Sanger, TX 76266



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Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request

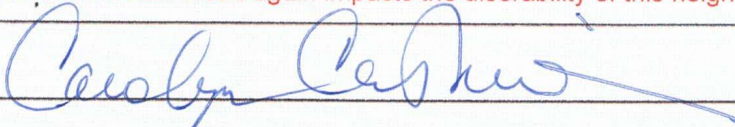
Opposed to request

**Comments:**

Changing the existing zoning to Industrial would be very detrimental to the homes that back up to this property. It would impact Property values in a very negative way. There is an existing street, Imperial Drive between Phase 6 & 7, with the intention being able to access this property for additional homes in the future.

In addition, adding industrial and commercial traffic coming thru a residential neighborhood at Imperail Drive or even adding additional large trucks to Lois Road again impacts the diserability of this neighborhood and existing streets.

**Signature**



**Printed Name** Carolyn Cashion

**Mailing Address** PO Box 1025

**City, State, Zip** Pilot Point, TX 76258

**Phone Number**

**Email Address**

**Physical Address of Property within 200 feet** Lot's 4801 Enclave, 4719 Enclave, 4703 Enclave and the existing houses at 4713 Enclave, 4705 Enclave and 4701 Enclave

---

**Vote- project no 26sanzon-0016**

---

**From** Cheramie Curtis <cheramie@bycheramie.com>  
**Date** Mon 9/14/2026 12:13 PM  
**To** Ramie Hammonds <RHammonds@sangertexas.org>

Please see attached.  
If you need anything additional please let me know.

Cheramie Curtis



26SANZON-0016

Item 10.

Property ID: 59829

In order for your opinion to be counted, please complete and mail this f

Development Services Department

Attn: Ramie Hammonds

P.O. Box 1729

Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0016/Property ID: 59829

Please circle one: In favor of request

Opposed to request

Comments:

Signature

Printed Name

Mailing Address

City, State, Zip

Phone Number

Email Address

Physical Address of Property within 200 feet

4717 Endeavor Dr  
Sanger TX



**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Please read cover letter.

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request

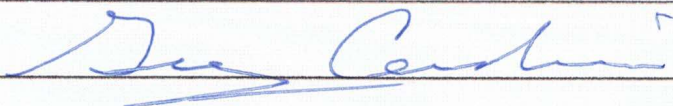
Opposed to request

**Comments:**

Changing the existing zoning to Industrial would be very detrimental to the homes that back up to this property. It would impact Property values in a very negative way. There is an existing street, Imperial Drive between Phase 6 & 7, with the intention being able to access this property for additional homes in the future.

In addition, adding industrial and commercial traffic coming thru a residential neighborhood at Imperail Drive or even adding additional large trucks to Lois Road again impacts the diserability of this neighborhood and existing streets.

Signature



Printed Name

Greg Cashion

Mailing Address

PO Box 1025

City, State, Zip

Pilot Point, TX 76258

Phone Number

Email Address

Physical Address of Property within 200 feet Lot's 4801 Enclave, 4719 Enclave, 4703 Enclave and the  
existing houses at 4713 Enclave, 4705 Enclave and 4701 Enclave



**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**

**Attn: Ramie Hammonds**

**P.O. Box 1729**

**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request

Opposed to request

**Comments:**

Please see attachment.

**Signature**

*Daisy Ferguson*

**Printed Name** Daisy Ferguson

**Mailing Address** 4701 Enclave Dr

**City, State, Zip** Sanger, TX 76266

**Phone Number**

**Email Address**

**Physical Address of Property within 200 feet**

4701 Enclave Dr, Sanger, TX 76266

**To: City of Sanger Planning and Zoning Commission and City Council**

**Re: Opposition to Proposed Zoning Change Adjacent to Enclave Drive**

Dear Members of the Planning and Zoning Commission and City Council:

I am writing to respectfully but strongly oppose the proposed zoning change that would allow the property adjacent to Enclave Drive to be developed for industrial use.

This proposed change would have a significant and lasting impact on the existing Enclave Drive neighborhood, current homeowners, future homeowners, and the remaining residential development in Phase 6B.

### **Impact on the Remaining Residential Lots**

Ultra Homes currently has **18 lots remaining out of the 72 lots in Phase 6B** to sell. Allowing industrial development immediately adjacent to this residential community could make it substantially more difficult for Ultra Homes to market and sell these remaining residential lots.

Potential homebuyers understandably consider the surrounding land uses when deciding where to purchase a home. The prospect of living directly next to an industrial development—with the associated truck traffic, noise, lighting, activity, and other impacts—could make these residential lots significantly less attractive than they would be if the adjacent property were developed as residential.

This could negatively affect not only Ultra Homes' ability to sell the remaining lots, but also the long-term desirability and value of the neighborhood for homeowners who have already invested in their properties.

### **Increased Traffic and Congestion on Lois Road**

Another major concern is the impact that industrial development would have on **Lois Road**.

Industrial development typically generates substantially more heavy truck and commercial traffic than residential development. Increased numbers of large trucks, delivery vehicles, employee vehicles, and other industrial traffic could create additional congestion on Lois Road, particularly as the surrounding area continues to grow.

This additional traffic could create:

- Increased congestion and longer travel times for residents.
- Greater potential for traffic accidents involving residents, pedestrians, and children.
- Increased truck traffic immediately adjacent to a residential community.
- Additional wear and tear on local roads.
- Increased noise from trucks, deliveries, loading and unloading, and industrial activity.
- Increased traffic during hours when residents are commuting to and from work or school.



The City should consider not only the immediate traffic generated by the proposed development, but also the cumulative impact of additional industrial development that could follow in the surrounding area.

### Quality-of-Life Impacts on Existing Residents

Industrial development next to an established residential neighborhood can introduce numerous impacts that residents would experience on a daily basis.

These may include **noise, truck traffic, dust, air emissions, odors, nighttime lighting, vibration, increased activity, and visual impacts**. Depending on the type and intensity of industrial operations ultimately established on the property, residents could also experience early-morning or late-night activity, loading and unloading operations, outdoor storage, security lighting, and other activities that are inconsistent with the quiet residential environment they currently enjoy.

The proximity of industrial uses to homes could also reduce privacy and create a less desirable environment for families who currently live in the subdivision.

Residents purchased homes in this community with the expectation of living in a residential neighborhood—not next to an industrial corridor.

### Protecting Existing Homeowners and Responsible Development

I understand that Sanger is growing and that the City must consider opportunities for economic and industrial development. However, growth should be planned in a way that appropriately separates incompatible land uses and protects existing neighborhoods.

Industrial development and residential development can both have a place in a growing community, but locating intensive industrial uses directly adjacent to homes creates a conflict between two very different uses.

Once an industrial development is established next to a residential neighborhood, the impacts on existing homeowners cannot easily be reversed. The decision made through this zoning change could affect residents for decades.

For these reasons, I respectfully request that the City of Sanger **deny the proposed zoning change to industrial use** and preserve the property for a use that is compatible with the existing residential neighborhood and the expectations that were established with Enclave Drive homeowners.

At a minimum, I ask the City to fully evaluate the effects on **Lois Road traffic and congestion, pedestrian and traffic safety, noise, lighting, air quality, dust, property values, neighborhood character, and the quality of life of existing residents** before considering approval of an industrial zoning designation.



The residents of Enclave Drive have invested their homes, finances, and futures in this community. Their interests and the long-term character of the neighborhood deserve careful consideration before allowing an incompatible industrial use to be placed directly next to their homes.

Thank you for your time and consideration. I respectfully ask that you listen to the concerns of the residents who will live with the consequences of this decision every day and **deny the proposed zoning change.**

Sincerely,

**Daisy Ferguson/Ultra Homes**  
**4701 Enclave Dr.**  
**Sanger, Texas**

**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request

Opposed to request

**Comments:**

**Signature**

Hank and Page Cooper

**Printed Name**

Hank and Page Cooper

**Mailing Address**

PO Box 756

**City, State, Zip**

Sanger, TX 76266

**Phone Number**

**Email Address**

**Physical Address of Property within 200 feet**

11619 Marion Rd.

**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

Item 10.

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request      Opposed to request

**Comments:**

In Favor of request if not using  
Dead end Street off Enclave Drive in  
Sanger Circle Phase 6

**Signature**



**Printed Name**

Heather Shearer - Ultra Homes

**Mailing Address**

P.O. Box 1025

**City, State, Zip**

Pilot Point, TX 76258

**Phone Number**

**Email Address**

**Physical Address of Property within 200 feet**

4701 Enclave DR., 4711 Enclave Dr  
& 4713 Enclave DR.



**Response Form**  
**26SANZON-0016**  
**Property ID: 59829**

Item 10.

In order for your opinion to be counted, please complete and mail this form to:

**Development Services Department**  
**Attn: Ramie Hammonds**  
**P.O. Box 1729**  
**Sanger, TX 76266**

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

**Project No:** 26SANZON-0016/Property ID: 59829

**Please circle one:** In favor of request      Opposed to request

**Comments:**

I am basically in support of this rezoning request, but I would like to know a few more details about what exactly

(Light Industrial) means, from my understanding It is a commercial warehouse or fabrication facility, what environmental impact

studies have been made are there any historical significances. I seek more information as to what exactly is being planned

**Signature**

**Printed Name**

SAMUEL PENA

**Mailing Address**

4115 OLIVIA LN

**City, State, Zip**

SANGER, TX

**Phone Number**

**Email Address**

**Physical Address of Property within 200 feet**

yes



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration of and possible action on a CCN Transfer Agreement with Bolivar Water Supply Corporation for the transfer of the water certificate of convenience and necessity (CCN) to the City of Sanger for approximately 387 acres in the R. BEBEE Survey, A-29 and the J. Morton Survey, A-792 generally located north of FM 1190 and east of Union Hill Road.

**SUMMARY:**

- Transfer of Bolivar Water CNN to Sanger for approximately 387 acres.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map  
Transfer Bolivar Developer CCN Transfer  
Transfer Sanger Developer CCN Transfer

## WATER CCN SERVICE AREA TRANSFER AGREEMENT

STATE OF TEXAS                   §  
                                              §  
 COUNTY OF DENTON           §

This WATER CCN SERVICE AREA TRANSFER AGREEMENT (this “Agreement”) is entered into by and between **Bolivar Water Supply Corporation**, a Texas water supply corporation (“Bolivar”) and the **City of Sanger**, a Texas home-rule municipality (“City”), to be effective as of the date this Agreement is fully executed by both Parties (the “Effective Date”). Bolivar and City are each referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

### RECITALS

**WHEREAS**, Bolivar is the holder of water Certificate of Convenience and Necessity (“CCN”) No. 11257 (the “Bolivar CCN”), the boundaries of which are partially within Denton County, Texas;

**WHEREAS**, City is the holder of water CCN No. 10196 (the “City CCN”), the boundaries of which are within Denton County, Texas;

**WHEREAS**, Texas Water Code (“TWC”) § 13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the “PUC”);

**WHEREAS**, Bolivar and City are “retail public utilities”, as such term is defined in TWC § 13.002(19), and their water CCN service area boundaries are adjacent to each other in certain locations;

**WHEREAS**, Triple T Farms Ltd. (“Triple T Farms”) owns, or prior to the filing of the Application will own or obtain the written joinder of the record owners of, approximately 387.515 acres of property in Denton County that overlaps with Bolivar’s CCN Area, as is more particularly described and depicted in **Exhibit “A”** (the “Transfer Tract”);

**WHEREAS**, Bolivar does not provide retail water service to the Transfer Tract;

**WHEREAS**, Triple T Farms has requested the Transfer Tract be served water by City;

**WHEREAS**, Bolivar and Triple T Farms have entered into a Developer Funding Agreement (the “Funding Agreement”) providing for compensation to be paid to Bolivar in consideration of the transfer contemplated by this Agreement, and Bolivar’s agreement to the transfer is expressly conditioned upon its receipt of such compensation; and

**WHEREAS**, the Parties desire to transfer the Transfer Tract from Bolivar’s CCN to the City’s CCN.



**NOW THEREFORE**, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, it is agreed as follows:

1. **Purpose.** This Agreement shall be a “contract” designating areas and customers to be served by the Parties in accordance with TWC § 13.248, as more specifically described in Section 2 of this Agreement. The intent of the Parties is to fully transfer the portion of the Bolivar CCN that overlaps with the Transfer Tract, as depicted in Exhibit “A”. The transfer effected by this Agreement is limited to the area lying within the metes and bounds description set forth in, and depicted on the map attached as Exhibit “A” and does not extend to any other portion of the Bolivar CCN, whether adjacent, contiguous, or otherwise. In the event of any conflict between the metes and bounds description and the map attached as Exhibit “A”, the metes and bounds description shall control.
2. **Transfer.** Subject in all respects to the conditions precedent set forth in Section 3 below, Bolivar agrees to transfer and convey to City, and City agrees to accept from Bolivar, the portion of the Bolivar CCN overlying the Transfer Tract; and the Parties hereby agree to the modifications of the service area boundaries of their respective water CCNs, accordingly. City shall be responsible for preparing, filing, and prosecuting an application at the PUC under TWC § 13.248 to secure the PUC’s approval of this Agreement and the transfer of the portion of the Bolivar CCN territory overlying the Transfer Tract to the City CCN (the “Application”), with the understanding that City and Triple T Farms may, by separate agreement, delegate responsibility for the preparation, filing, and prosecuting of the Application to Triple T Farms. Bolivar agrees to cooperate in a timely manner with City and/or Triple T Farms in advancing the Application. Bolivar’s obligation to cooperate is limited to the application under TWC § 13.248 contemplated by this Agreement and is subject to reimbursement of Bolivar’s costs under Section 6. If the PUC denies the Application in whole or in part, or is unwilling to process the Application, then the Parties agree to negotiate in good faith regarding a possible alternative approach; provided, however, that neither Party shall be obligated to agree to any alternative approach, and nothing in this Agreement shall obligate Bolivar to support, or to refrain from contesting, any petition under TWC § 13.254 or any other decertification, release, or expedited release proceeding. If the PUC has not issued a final, non-appealable order approving the Application on or before the date that is twenty-four (24) months after the Effective Date, either Party may terminate this Agreement upon written notice to the other.
3. **Conditions Precedent; Termination.** Notwithstanding anything in this Agreement to the contrary, Bolivar’s obligations under this Agreement and the effectiveness of the transfer contemplated hereby are expressly conditioned upon each of the following: (a) Bolivar’s receipt in full of the Compensation Payment provided for in the Funding Agreement; (b) Bolivar’s receipt of the written consent of each lender or other holder of indebtedness of Bolivar whose consent is required for the transfer of service area contemplated hereby, including without limitation the United States Department of Agriculture if applicable; and (c) delivery to Bolivar of evidence reasonably satisfactory to Bolivar that Triple T Farms holds record title to, or has obtained the written joinder of the record owners of, all of the

property comprising the Transfer Tract. This Agreement shall terminate automatically and without further action by either Party upon any termination of the Funding Agreement, including any Early Termination thereunder, and upon such termination the Parties shall promptly notify the PUC and withdraw the Application.

4. **Public Notice.** Bolivar and City shall each provide the following to be included as part of the Application, in order to satisfy the public notice requirements set forth at 16 Texas Administrative Code § 24.253(c)(2) and (3): (a) a copy of the meeting agenda and minutes for the meeting during which the governing body for each Party discusses and votes to enter into this Agreement; and (b) an affidavit attesting to the date of the agenda and open meeting during which this Agreement was discussed.
5. **No Third Party Customers or Facilities Affected.** Bolivar has no retail water customers located within the Transfer Tract. No customers or facilities of Bolivar are transferred by this Agreement. Nothing in this Agreement transfers, conveys, terminates, or impairs any easement, right-of-way, license, pipeline, line, meter, or other facility or property interest of Bolivar located within or crossing the Transfer Tract, all of which are expressly reserved to Bolivar together with the right of ingress and egress and the right to operate, maintain, repair, replace, upsize, and use the same.
6. **Costs.** City agrees to assume all reasonable and necessary costs associated with preparing, filing, and prosecuting the Application at the PUC and in securing the PUC's approval of this Agreement, along with paying the county recording costs pursuant to TWC § 13.257(r). Bolivar's reasonable legal, engineering, and administrative costs incurred in connection with this Agreement and the Application shall be reimbursed to Bolivar by Triple T Farms pursuant to the Funding Agreement, and in no event shall Bolivar bear any cost associated with the preparation, filing, or prosecution of the Application.
7. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.
8. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties regarding the Transfer Tract, and supersedes all prior and contemporaneous agreements and understanding, both written and oral, between the Parties with respect to the subject matter hereof.
9. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Bolivar:

Bolivar Water Supply Corporation

Attn: General Manager,  
4151 FM 455 W / P.O. Box 1789  
Sanger, Texas 76266;

with a copy to: Messer Fort PLLC, Attn: Arturo D. Rodriguez, Jr., 4201 W.  
Parmer Ln., Suite C-150, Austin, Texas 78727

If to City:

City of Sanger  
Attention: City Manager  
P.O. Box 1729  
Sanger, Texas 76266

with a copy to: Lloyd Gosselink Rochelle & Townsend, P.C, Attn: David J. Klein,  
816 Congress Avenue, Suite 1900, Austin, Texas 78701

Notice shall be effective only upon receipt by the Party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

10. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not be assignable by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successor or assigns of that Party.
11. **Venue.** Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Denton County, Texas, and venue, either administrative or judicial, shall be proper and lie exclusively in the state courts of Denton County.
12. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all intents and purposes.
13. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.
14. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
15. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

16. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in the full body of this Agreement.

17. **Third Party Beneficiary.** The Parties acknowledge that Triple T Farms Ltd. (“Triple T Farms”) is an intended third party beneficiary of this Agreement with respect to the transfer of the Transfer Tract from Bolivar’s CCN to City’s CCN; provided, however, that Triple T Farms shall have no right to enforce this Agreement against Bolivar or to seek any remedy against Bolivar hereunder, and Bolivar’s sole obligations to Triple T Farms are those expressly set forth in the Funding Agreement. Except as expressly provided in this Section, this Agreement shall not be construed to confer any benefit or right of action upon any person or entity other than the Parties.

*[SIGNATURES TO FOLLOW]*



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective as of the Effective Date.

**BOLIVAR WATER SUPPLY CORPORATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF DENTON

On the \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of Bolivar Water Supply Corporation, and as such was authorized to execute this instrument on behalf of Bolivar Water Supply Corporation.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CITY OF SANGER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF DENTON

On the \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of the City of Sanger, and as such was authorized to execute this instrument on behalf of the City of Sanger.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGED AND ACCEPTED BY:**  
**TRIPLE T FARMS LTD.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Transfer Tract**



387.515 ACRES  
IN THE R. BEBEE SURVEY, A-29, AND  
THE J. MORTON SURVEY, A-792,  
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1190, AT THE SOUTHWEST CORNER OF SAID 23.298 ACRE TRACT AND AT THE SOUTHEAST CORNER OF A CALLED 23.191 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HOMEQWEST HOMEBUYERS, INC. AS RECORDED IN DOCUMENT NUMBER 2006-145419 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST, WITH THE WEST LINE OF SAID 23.298 ACRE TRACT AND EAST LINE OF SAID 23.191 ACRE TRACT, A DISTANCE OF 1511.99 FEET TO AN IRON PIPE FOUND FOR CORNER IN THE SOUTH LINE OF SAID 138.124 ACRE TRACT, AT THE NORTHWEST CORNER OF SAID 23.298 ACRE TRACT COMMON TO THE NORTHEAST CORNER OF SAID 23.191 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 138.124 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 78 DEGREES 19 MINUTES 14 SECONDS WEST A DISTANCE OF 294.33 FEET TO AN IRON PIPE FOUND FOR CORNER;
2. SOUTH 67 DEGREES 28 MINUTES 45 SECONDS WEST A DISTANCE OF 122.01 FEET TO AN IRON PIPE FOUND FOR CORNER;
3. SOUTH 04 DEGREES 49 MINUTES 49 SECONDS WEST A DISTANCE OF 321.40 FEET TO AN IRON PIPE FOUND FOR CORNER;
4. SOUTH 37 DEGREES 54 MINUTES 04 SECONDS WEST A DISTANCE OF 196.69 FEET TO AN IRON PIPE FOUND FOR CORNER;
5. SOUTH 06 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 414.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
6. NORTH 86 DEGREES 09 MINUTES 21 SECONDS WEST A DISTANCE OF 129.04 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 23.191 ACRE TRACT;
7. NORTH 85 DEGREES 21 MINUTES 32 SECONDS WEST A DISTANCE OF 488.53 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
8. NORTH 85 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 105.80 FEET TO A 3/8-INCH IRON ROD FOUND FOR CORNER;

9. NORTH 85 DEGREES 48 MINUTES 50 SECONDS WEST A DISTANCE OF 346.50 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER;
10. NORTH 85 DEGREES 25 MINUTES 06 SECONDS WEST A DISTANCE OF 690.24 FEET TO A MAG NAIL FOUND FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS UNION HILL ROAD AND AT THE SOUTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE NORTH 00 DEGREES 49 MINUTES 40 SECONDS EAST, WITH THE WEST LINE OF SAID 138.124 ACRE TRACT AND ALONG OF SAID UNION HILL ROAD, A DISTANCE OF 2239.33 FEET TO A MAG NAIL FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE SOUTH 88 DEGREES 11 MINUTES 34 SECONDS EAST, WITH THE NORTH LINE OF SAID 138.124 ACRE TRACT, A DISTANCE OF 1563.65 FEET TO AN IRON ROD FOUND FOR CORNER, AT THE SOUTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 249-343/1000 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 00 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 1260.80 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
2. NORTH 00 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 702.64 FEET TO A PK NAIL SET FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS LAKE RAY ROBERTS DRIVE, AT THE NORTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE NORTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 88 DEGREES 38 MINUTES 50 SECONDS EAST, ALONG SAID LAKE RAY ROBERTS DRIVE, A DISTANCE OF 491.39 FEET TO A CAPPED IRON ROD SET (LABELED 4857, TYPICAL) FOR CORNER;
2. NORTH 31 DEGREES 23 MINUTES 59 SECONDS EAST, PASSING EN ROUTE AT A DISTANCE OF 34.38 FEET A 5/8-INCH IRON ROD FOUND FOR WITNESS AND CONTINUING ON SAID COURSE A TOTAL DISTANCE OF 463.72 FEET TO A 100-D NAIL FOUND FOR CORNER;
3. NORTH 04 DEGREES 35 MINUTES 10 SECONDS EAST A DISTANCE OF 219.51 FEET TO A 100-D NAIL FOUND FOR CORNER;
4. NORTH 41 DEGREES 44 MINUTES 26 SECONDS EAST A DISTANCE OF 781.37 FEET TO A 100-D NAIL FOUND FOR CORNER;
5. NORTH 21 DEGREES 18 MINUTES 10 SECONDS EAST A DISTANCE OF 426.20 FEET TO A 100-D NAIL FOUND FOR CORNER;
6. NORTH 77 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 512.68 FEET TO A 100-D NAIL FOUND FOR CORNER;
7. NORTH 40 DEGREES 31 MINUTES 58 SECONDS EAST A DISTANCE OF 1044.05 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 304.44 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. SOUTH 10 DEGREES 50 MINUTES 17 SECONDS EAST A DISTANCE OF 739.41 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
2. SOUTH 35 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 823.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
3. SOUTH 77 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 471.53 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
4. SOUTH 31 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 332.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
5. SOUTH 41 DEGREES 11 MINUTES 29 SECONDS WEST A DISTANCE OF 689.91 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
6. SOUTH 77 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 825.07 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
7. SOUTH 00 DEGREES 59 MINUTES 56 SECONDS WEST A DISTANCE OF 316.43 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 240.70 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER, AT THE NORTHWEST CORNER OF USA TRACT NO. 521-2 AS RECORDED IN VOLUME 6, PAGE 139 OF SAID REAL PROPERTY RECORDS;
9. SOUTH 46 DEGREES 36 MINUTES 07 SECONDS EAST A DISTANCE OF 468.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
10. SOUTH 17 DEGREES 53 MINUTES 16 SECONDS EAST A DISTANCE OF 468.01 FEET TO A CAPPED IRON ROD SET FOR CORNER;
11. SOUTH 24 DEGREES 34 MINUTES 33 SECONDS WEST A DISTANCE OF 334.70 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHWEST CORNER OF SAID USA TRACT NO. 521-2;
12. SOUTH 77 DEGREES 07 MINUTES 19 SECONDS EAST A DISTANCE OF 452.29 FEET TO A WOOD FENCE CORNER POST FOR CORNER;
13. SOUTH 29 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 291.16 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
14. SOUTH 01 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 66.91 FEET TO A CAPPED IRON ROD FOUND FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 88 DEGREES 27 MINUTES 42 SECONDS WEST A DISTANCE OF 37.27 FEET TO A CAPPED IRON ROD SET FOR CORNER;
2. NORTH 87 DEGREES 54 MINUTES 41 SECONDS WEST A DISTANCE OF 399.58 FEET TO A CAPPED IRON ROD SET FOR CORNER;
3. NORTH 87 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 60.20 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 00 DEGREES 59 MINUTES 27 SECONDS WEST, WITH THE EAST LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 1759.53 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE NORTH 87 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 773.89 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID 23.298 ACRE TRACT AND AT THE SOUTHWEST CORNER OF SAID 31.20 ACRE TRACT;

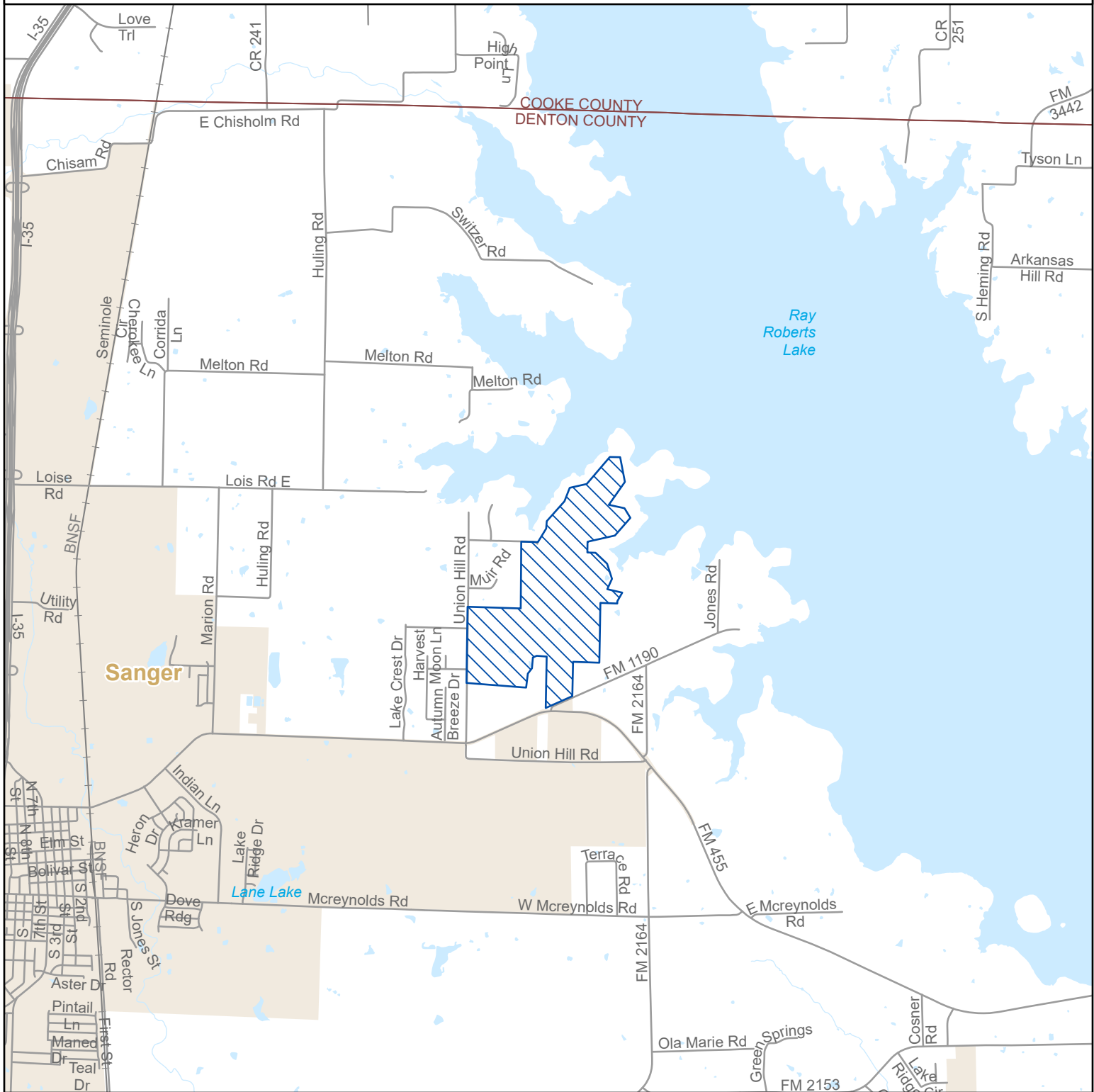
THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 1009.71 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHEAST CORNER OF SAID 23.298 ACRE TRACT;

THENCE SOUTH 65 DEGREES 58 MINUTES 26 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND SOUTH LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 855.84 FEET TO THE PLACE OF BEGINNING AND CONTAINING 387.515 ACRES OF LAND, MORE OR LESS



# 13.248 Petition to Amend Bolivar WSC (CCN No. 11257) and City of Sanger (CCN No. 10196) in Denton County

Item 11.



General Location Map

## Legend

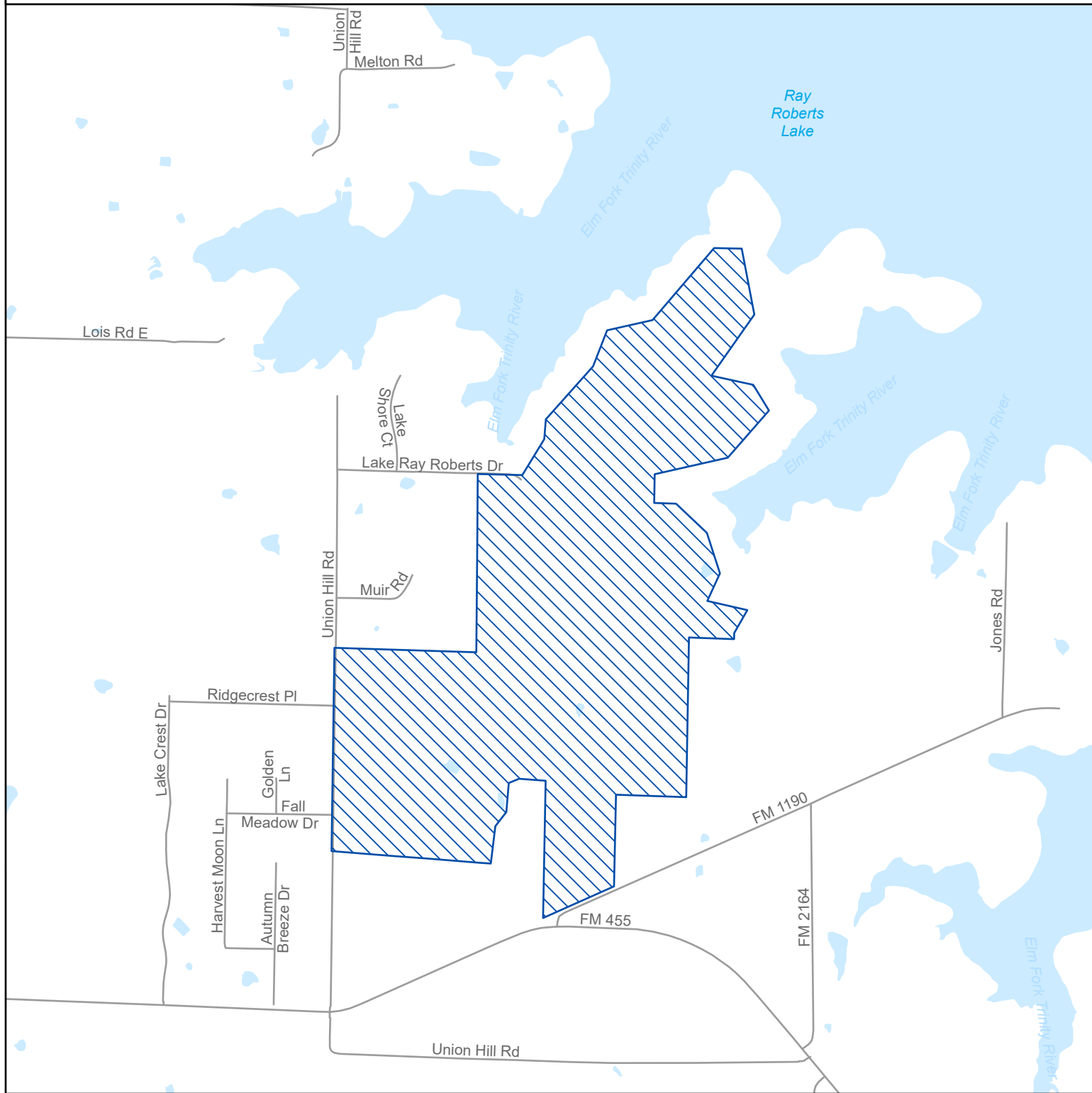


Requested Area to Transfer from  
CCN No. 11257 to CCN No. 10196

Created by: Chris Robertson  
Date Created: 08-17-2026

**13.248 Petition to Amend Bolivar WSC (CCN No. 11257) and  
City of Sanger (CCN No. 10196) in Denton County**

Item 11.



Detailed Map

**Legend**



Requested Area to Transfer from  
CCN No. 11257 to CCN No. 10196

Created by: Chris Robertson  
Date Created: 08-17-2026



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and possible action on Ordinance No. 09-32-26 a request for an amendment to the Future Land Use Map of the City of Sanger Comprehensive Plan from Ranch/Estate Residential to Medium Residential for approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792, generally located north of FM 1190 and east of Union Hill Road.

**SUMMARY:**

- Per City and State codes, the Future Land Use Map must be amended if Council wants to allow a request for rezoning this parcel from Ranch/Estate Residential to Medium Residential.
- All ETJ property is given the Future Land Use assignment of Ranch/Estate Residential as a placeholder.
- The property is approximately 387 acres.
- This property would be zoned upon annexation.
- Planning & Zoning recommended denial on 9-14-26.

**FISCAL INFORMATION:**

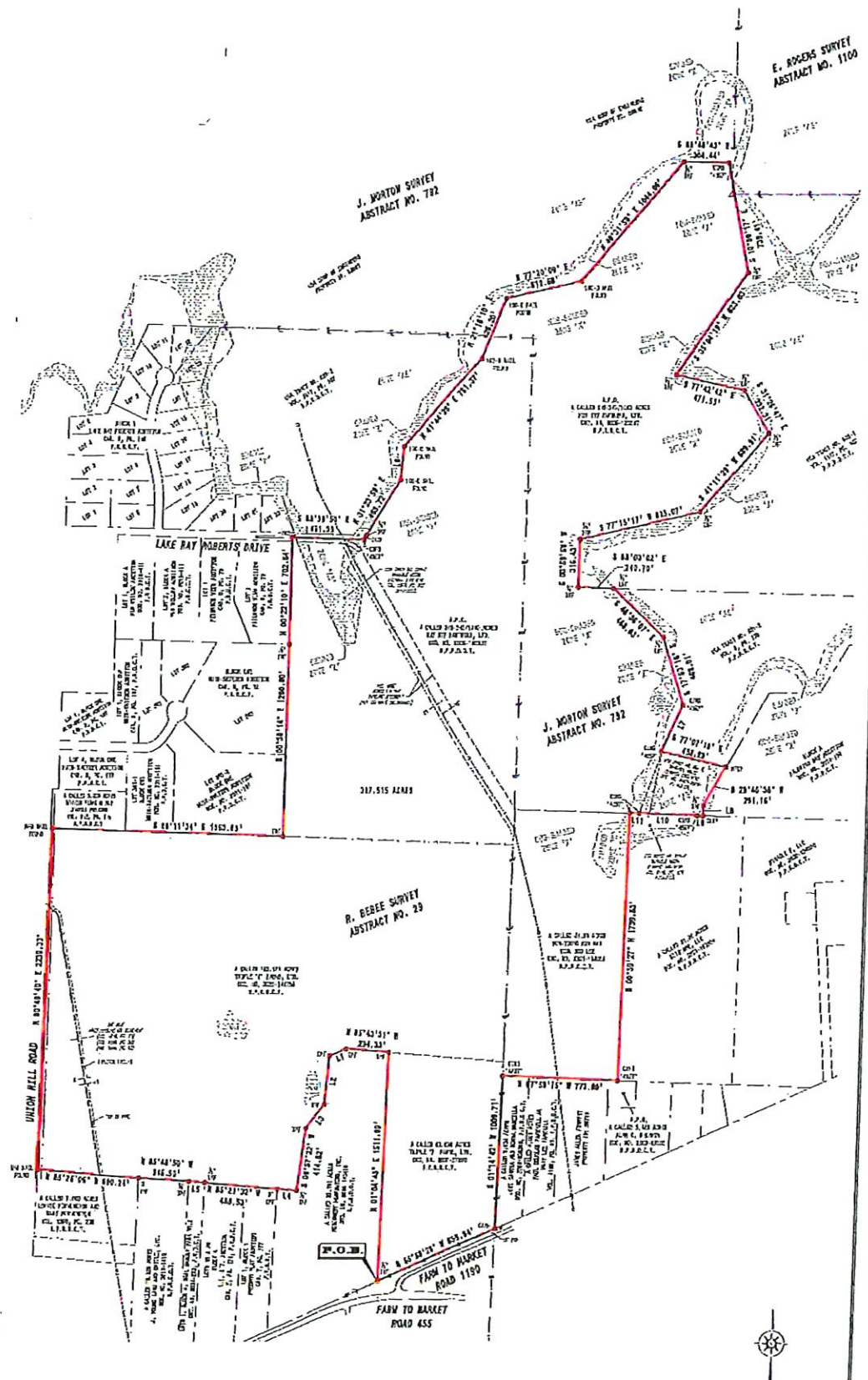
N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map  
Future Land Use Map  
Ordinance No. 09-32-26





# Future Land Use Plan

| Future Land Use Categories         | City Limit |         | ETJ     |         |
|------------------------------------|------------|---------|---------|---------|
|                                    | Acreage    | %       | Acreage | %       |
| Downtown District                  | 52         | 0.71%   | 0       | 0.00%   |
| Multi-family Residential           | 394        | 5.35%   | 42      | 0.27%   |
| Town Residential                   | 298        | 4.05%   | 134     | 0.86%   |
| Medium Residential                 | 2,348      | 31.88%  | 53      | 0.34%   |
| Ranch/Estate Residential           | 0          | 0.00%   | 9,540   | 61.21%  |
| Neighborhood Commercial            | 203        | 2.76%   | 5       | 0.03%   |
| Regional Commercial                | 326        | 4.43%   | 31      | 0.20%   |
| School                             | 105        | 1.43%   | 0       | 0.00%   |
| Park, Trials, Open Space           | 500        | 6.79%   | 549     | 3.52%   |
| Industrial - Light                 | 985        | 13.37%  | 140     | 0.90%   |
| Unimproved (Unencumbered by Flood) | 681        | 9.25%   | 2,754   | 17.67%  |
| Others (ROW, Utilities, etc.)      | 1,474      | 20.01%  | 2,338   | 15.00%  |
| Total Acreage (ac)                 | 7,366      | 100.00% | 15,586  | 100.00% |

### Future Land Use Acreage and Distribution

The land use projections shown in the table above are based off the Future Land Use Map. These numbers provide a general picture of how the land in the planning area (current city limits and ETJ) would be utilized based on the vision of this plan.

### NOTES:

1. Areas within municipal boundary includes all the lands within existing city limits and some areas adjacent to city limits within ETJ boundary that the city oversees future growth in.
2. A Future Land Use Map is not designed to be scaled to define areas and/or acreage, it is intended, rather, to define relationships between uses.

### LEGEND

Downtown District

Multifamily Residential

Town Residential

Medium Residential

Ranch/Estate Residential

Neighborhood Commercial

Regional Commercial

School

Park, Trails and Open Space

Industrial

Stream

Lake

100-year Floodplain

Major Road

Local Road

Railroad

Sanger City Boundary

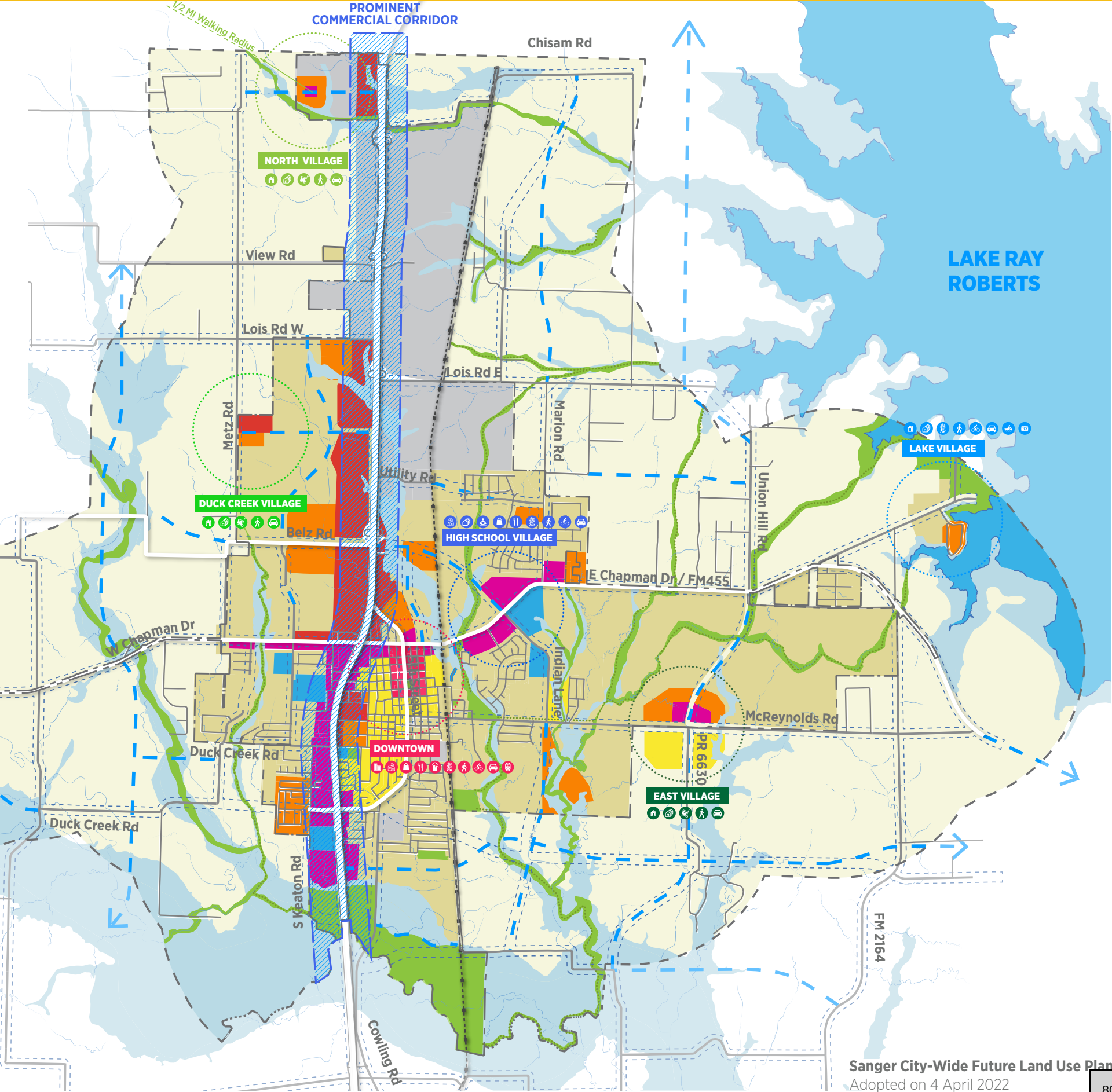
Neighborhood Centers | Villages

Future Thoroughfare

Thoroughfare (Built Road)

Proposed Road

Sanger ETJ (Extra-Territorial Jurisdiction)



**ORDINANCE NO. 09-32-26**

**AN ORDINANCE OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE COMPREHENSIVE LAND USE PLAN AND FUTURE LAND USE MAP BY CHANGING THE USE CLASSIFICATION FROM RANCH/ESTATE RESIDENTIAL TO MEDIUM RESIDENTIAL ON A CERTAIN APPROXIMATELY 387-ACRE TRACT OF LAND; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission reviewed and studied an amendment to the Comprehensive Land Use Plan; and

**WHEREAS**, the Planning and Zoning Commission conducted a public hearing on September 14, 2026, at which all persons were given an opportunity to present testimony; and

**WHEREAS**, the City Council conducted a public hearing on October 5, 2026, at which all persons were given an opportunity to present testimony; and

**WHEREAS**, the amendment is in accordance with the goals, objectives and policies of the Comprehensive Land Use Plan adopted by Ordinance No. 04-10-11; and

**WHEREAS**, the City Council has concluded that the amendment to the Plan is in the best interest of the City and is for the purpose of protecting the health, safety and general welfare of the City and its citizens.

**Now Therefore, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:**

**Section 1.** That the Comprehensive Land Use Plan and Future Land Use Map are hereby amended for only that approximately 387-acre tract as described in the attached Exhibit A (the "Property") by changing the future land use of said tract from Ranch/Estate Residential to Medium Residential to contemplate development of the Property at an approximate density of 2.74 dwelling units per gross acre consistent with the terms of that certain Development Agreement between the City of Sanger and Triple "T" Farms Ltd. effective October 5, 2026.

**Section 2.** All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

**Section 4.** This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF SANGER, TEXAS,  
THIS 5<sup>th</sup> DAY OF OCTOBER, 2026.**

\_\_\_\_\_  
Gary Bilyeu, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Edwards, City Secretary

**Exhibit A**  
**Legal Description of Annexation Area**

**Triple "T" Farms Ltd. property:**

387.515 ACRES  
 IN THE R. BEBEE SURVEY, A-29, AND  
 THE J. MORTON SURVEY, A-792,  
 DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1190, AT THE SOUTHWEST CORNER OF SAID 23.298 ACRE TRACT AND AT THE SOUTHEAST CORNER OF A CALLED 23.191 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HOMEQWEST HOMEBUYERS, INC. AS RECORDED IN DOCUMENT NUMBER 2006-145419 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST, WITH THE WEST LINE OF SAID 23.298 ACRE TRACT AND EAST LINE OF SAID 23.191 ACRE TRACT, A DISTANCE OF 1511.99 FEET TO AN IRON PIPE FOUND FOR CORNER IN THE SOUTH LINE OF SAID 138.124 ACRE TRACT, AT THE NORTHWEST CORNER OF SAID 23.298 ACRE TRACT COMMON TO THE NORTHEAST CORNER OF SAID 23.191 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 138.124 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 78 DEGREES 19 MINUTES 14 SECONDS WEST A DISTANCE OF 294.33 FEET TO AN IRON PIPE FOUND FOR CORNER;
2. SOUTH 67 DEGREES 28 MINUTES 45 SECONDS WEST A DISTANCE OF 122.01 FEET TO AN IRON PIPE FOUND FOR CORNER;
3. SOUTH 04 DEGREES 49 MINUTES 49 SECONDS WEST A DISTANCE OF 321.40 FEET TO AN IRON PIPE FOUND FOR CORNER;



4. SOUTH 37 DEGREES 54 MINUTES 04 SECONDS WEST A DISTANCE OF 196.69 FEET TO AN IRON PIPE FOUND FOR CORNER;
5. SOUTH 06 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 414.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
6. NORTH 86 DEGREES 09 MINUTES 21 SECONDS WEST A DISTANCE OF 129.04 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 23.191 ACRE TRACT;
7. NORTH 85 DEGREES 21 MINUTES 32 SECONDS WEST A DISTANCE OF 488.53 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
8. NORTH 85 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 105.80 FEET TO A 3/8-INCH IRON ROD FOUND FOR CORNER;
9. NORTH 85 DEGREES 48 MINUTES 50 SECONDS WEST A DISTANCE OF 346.50 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER;
10. NORTH 85 DEGREES 25 MINUTES 06 SECONDS WEST A DISTANCE OF 690.24 FEET TO A MAG NAIL FOUND FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS UNION HILL ROAD AND AT THE SOUTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE NORTH 00 DEGREES 49 MINUTES 40 SECONDS EAST, WITH THE WEST LINE OF SAID 138.124 ACRE TRACT AND ALONG OF SAID UNION HILL ROAD, A DISTANCE OF 2239.33 FEET TO A MAG NAIL FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE SOUTH 88 DEGREES 11 MINUTES 34 SECONDS EAST, WITH THE NORTH LINE OF SAID 138.124 ACRE TRACT, A DISTANCE OF 1563.65 FEET TO AN IRON ROD FOUND FOR CORNER, AT THE SOUTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 249-343/1000 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

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2. NORTH 31 DEGREES 23 MINUTES 59 SECONDS EAST, PASSING EN ROUTE AT A DISTANCE OF 34.38 FEET A 5/8-INCH IRON ROD FOUND FOR WITNESS AND CONTINUING ON SAID COURSE A TOTAL DISTANCE OF 463.72 FEET TO A 100-D NAIL FOUND FOR CORNER;

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13. SOUTH 29 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 291.16 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

14. SOUTH 01 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 66.91 FEET TO A CAPPED IRON ROD FOUND FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

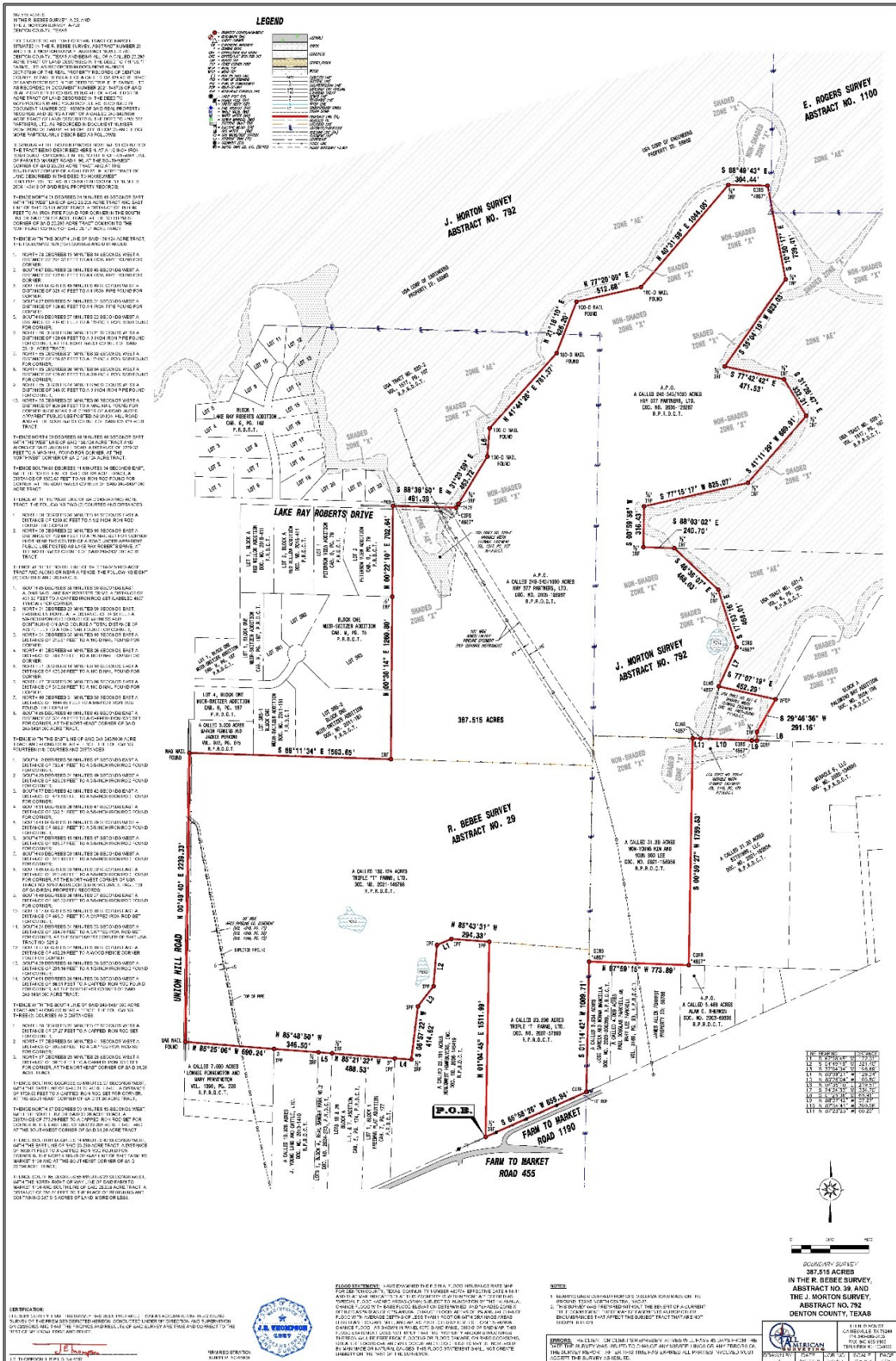
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2. NORTH 87 DEGREES 54 MINUTES 41 SECONDS WEST A DISTANCE OF 399.58 FEET TO A CAPPED IRON ROD SET FOR CORNER;
3. NORTH 87 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 60.20 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 00 DEGREES 59 MINUTES 27 SECONDS WEST, WITH THE EAST LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 1759.53 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE NORTH 87 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 773.89 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID 23.298 ACRE TRACT AND AT THE SOUTHWEST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 1009.71 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHEAST CORNER OF SAID 23.298 ACRE TRACT;

THENCE SOUTH 65 DEGREES 58 MINUTES 26 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND SOUTH LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 855.84 FEET TO THE PLACE OF BEGINNING AND CONTAINING 387.515 ACRES OF LAND, MORE OR LESS.







## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration of and possible action on a Development Agreement with Triple T Farms, LTD. governing approximately 387 acres in the R. BeBee Survey, A-29 and the J. Morton Survey, A-792 generally located north of FM 1190 and east of Union Hill Road including the form of public improvement district reimbursement agreement.

**SUMMARY:**

- Development Regulations
- Development fees; Open Space and Parkland
- Public Infrastructure, Retail Utility Service
- Term of Agreement
- Jurisdictional Status
- Public Improvement District
- Event of Default; Remedies
- Assignment of Encumbrance
- Recordation, Releases, and Estoppel Certificates
- Additional Provisions

**FISCAL INFORMATION:**

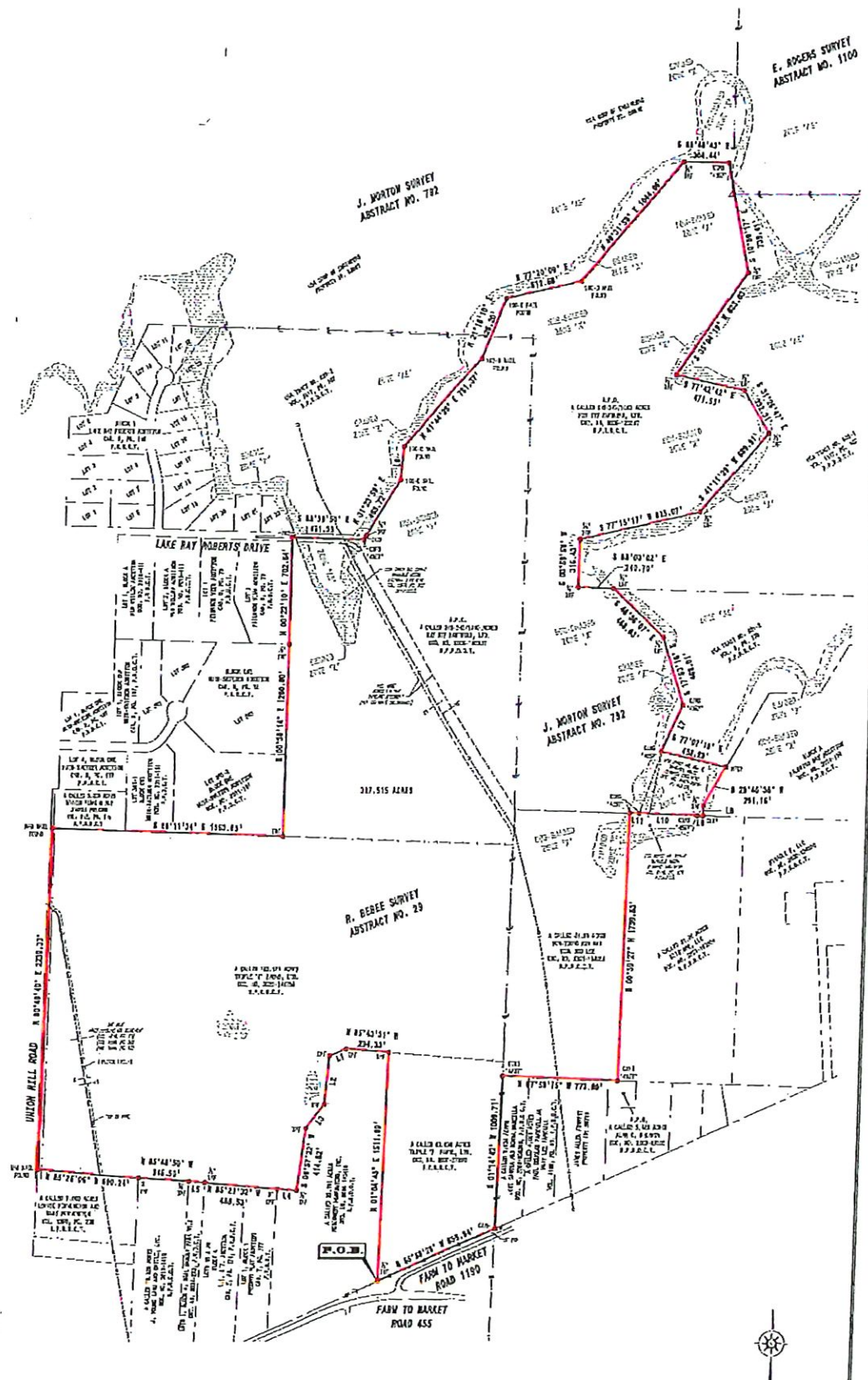
N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map  
Development Agreement



## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Triple "T" Farms, Ltd., a Texas limited partnership ("Owner") and the City of Sanger, Texas, a home-rule municipality of the State of Texas (the "City"), each a "Party" and collectively the "Parties". This Agreement was entered into by the Parties to be effective on October 5, 2026 (the "Effective Date").

### ARTICLE I RECITALS

**WHEREAS**, Owner is the owner of the approximately 387.515 acres of real property located in Denton County (the "County") and described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"); and

**WHEREAS**, on March 2, 2026, Owner petitioned the City to expand its ETJ to include an approximately 56.985-acre tract of land within the Property that was released from the City of Denton's ETJ by operation of law pursuant Section 42.105(d) of the Texas Local Government Code; and

**WHEREAS**, on March 2, 2026, the City adopted Ordinance No. 03-12-26 expanding its ETJ to include all of the Property; and

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

**WHEREAS**, the Parties intend that, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City have and exercise exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure necessitated by and attributable to the development of the Property (the "Public Infrastructure"), and that Denton County have and exercise no jurisdiction over such matters while the Property is located in the City's ETJ; and

**WHEREAS**, the Parties intend for the Property to be annexed into the City's corporate limits as described in this Agreement; and

**WHEREAS**, the Property is not within the boundaries of the City's water Certificate of Convenience and Necessity ("CCN") No. 10196 ("City CCN"); and

**WHEREAS**, the Property is currently within the boundaries of Bolivar Water Supply Corporation's ("Bolivar") water CCN No. 11257 ("Bolivar CCN"); and

**WHEREAS**, the Parties desire and intend for the portion of the Bolivar CCN overlying the Property to be transferred to the City CCN and for the City to be the exclusive provider of retail water service to the Property; and

**WHEREAS**, the Property is within the boundaries of the City's wastewater CCN No. 20073, and the Parties desire and intend for the City to be the exclusive provider of retail wastewater service to the Property; and

**WHEREAS**, notwithstanding the fact that the Property is located within the City's ETJ and is not subject to the City's zoning regulations, the Parties intend that the Property be developed: (i) as a high-quality, master-planned community including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City; and (ii) pursuant to binding, contractual development regulations included in this Agreement, that are recorded in the deed records of Denton County (so as to bind Owner and all future owners of the Property or any portion thereof), and that will provide regulatory certainty during the term of this Agreement; and

**WHEREAS**, Public Infrastructure is not currently available to serve the Parties' intended development of the Property; and

**WHEREAS**, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow the Parties' intended development of the Property in a cost-effective and market-competitive manner; and

**WHEREAS**, the City is unable (at the current time and for the foreseeable future) to provide, or participate in the cost of, the Public Infrastructure that will allow the Parties' intended development of the Property; and

**WHEREAS**, the City intends to provide full municipal services for the Parties' intended development of the Property upon annexation of the Property; and

**WHEREAS**, the Parties intend for the City Council of the City (the "City Council") to create a public improvement district encompassing the Property (the "PID") upon receipt of a petition submitted by Owner requesting creation of the PID in accordance with Texas Local Government Code, Chapter 372, as amended, (the "PID Act") for the purpose of financing a portion of the costs of certain Public Infrastructure improvements that specially benefits the Property (the "PID Authorized Improvements"); and

**WHEREAS**, the Parties intend for creation of the PID to be a condition precedent to the annexation of the Property; and

**WHEREAS**, the City intends to enter into this Agreement on the Effective Date, and create the PID, annex the Property, and zone the Property pursuant to the PD Ordinance (defined in Section 2.1(d) below) on the Effective Date immediately following execution of this Agreement; and

**WHEREAS**, the Parties intend for the PID Authorized Improvements to be funded, in part, by public improvement district assessments ("PID Assessments") levied on portions of the Property receiving a special benefit from the PID Authorized Improvements, which may include through the issuance by the City of special revenues bonds ("PID Bonds") secured by such PID Assessments; and



**WHEREAS**, the Parties intend that Owner will design, construct and install the Public Infrastructure, including the PID Authorized Improvements, with the proceeds of the PID Bonds at no cost or expense to the City, or alternatively, using funds advanced by Owner subject to City reimbursement for such advances from revenue from PID Assessments or from the proceeds of PID Bonds; and

**WHEREAS**, the Parties' intended development of the Property, including the design, construction and installation of Public Infrastructure, including the PID Authorized Improvements, will benefit the City and its current and future citizens, including the creation of substantial future tax base for the City, without any capital investment by the City; and

**WHEREAS**, the enhancement of the local economy is in the best interest of City's citizens; and

**WHEREAS**, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity within City's corporate limits; and

**WHEREAS**, the City has determined that this Agreement will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity in the City, and is for the public purposes of development and diversification of the economy of the state and the elimination of unemployment or underemployment in the state; and

**WHEREAS**, City finds that this Agreement and the economic development incentives set forth herein for the development of the Property are given and provided by City pursuant to Chapter 380, Texas Local Government Code, and constitute a program authorized by Chapter 380 to promote local economic development and stimulate business and commercial activity within City's corporate limits; and

**WHEREAS**, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

**WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed to by the Parties, the Parties agree as follows:

## **ARTICLE II** **DEVELOPMENT REGULATIONS**

2.1 Development Regulations. Development of the Property is governed solely by the following development regulations (collectively, the "Development Regulations");

(a) the Concept Plan attached as **Exhibit C** as amended from time to time in accordance with this Agreement (the "Concept Plan"), which Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;

(b) the subdivision regulations of the City in effect on the Effective Date (the "Subdivision Regulations"), as modified by the regulations on **Exhibit D** (the "Special Regulations");

(c) the sign regulations of the City in effect on the Effective Date (the "Sign Regulations");

(d) the comprehensive zoning ordinance of the City in effect on the Effective Date (the "Comprehensive Zoning Ordinance"), as modified by the planned development district zoning ordinance, the final draft of which is attached as **Exhibit E**, which will govern all minimum lot sizes, dimensional standards, land use, and development standards applicable to the Property, upon annexation and zoning of the Property in accordance with such ordinance (the "PD Ordinance");

(e) the building codes of the City that are uniformly applicable in the City's corporate limits and in effect on the Effective Date, subject to local amendments if such amendments are uniformly applied within the City limits (the "Building Codes"); and

(f) Articles II through IV of this Agreement.

The Development Regulations are exclusive, and no other City-adopted ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date or any regulations for annexation) apply to the development of the Property; provided, however, pursuant to Section 245.002(d), a permit holder, including, but not limited to, Owner, may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or a change to the laws, rules, regulations, or ordinances of a regulatory agency that enhance or protect the project, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under Chapter 245, Texas Local Government Code or this Agreement. To the extent any provision in the Subdivision Regulations, PD Ordinance, or Building Codes is inconsistent with State law, such provision shall be deemed to be of no force or effect without any further action by the Parties, and State law shall apply, and nothing herein shall be deemed to be a waiver by either Party of any State law. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the Development Regulations shall include the City's exercise of exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of all of the Public Infrastructure. A development application, including, but not limited to, a preliminary plat and a final plat, shall be approved if it complies with the Development Regulations.

2.2 Concept Plan Revisions. Owner may make minor adjustments, subject to prior notice given to the City of at least thirty (30) days, to the Concept Plan limited to: (a) adjustments to the street network and layout; (b) changes as a result of a finding or determination by the City;

(c) adjustments to the boundaries and area of any undeveloped areas on the Concept Plan by up to an amount of ten percent for each land use (i.e., lot size category); (d) adjustment to and resulting from the final engineering and platting design of the development of the Property; and (e) increases to the total residential lot count by up to ten percent. All other Concept Plan Revisions require City Council Approval.

2.3 Exceptions to Development Regulations. The Director of Planning of the City may administratively approve requests from Owner for minor revisions to the Development Regulations. The City Council may authorize additional exceptions to strict compliance with the Development Regulations when Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (A) is not contrary to the public interest; (B) does not cause injury to adjacent property; and (C) does not materially adversely affect the quality of development.

2.4 Amenities. Owner shall construct the Required Amenities, as defined on **Exhibit E**, at its sole liability, cost and expense.

2.5 Lake Ray Roberts Zoning. Prior to the Parties entering into this Agreement, a portion of the Property was governed by the Lake Ray Roberts zoning ordinance adopted by Denton County (the "County Zoning Ordinance"). Section 2-204 of the County Zoning Ordinance states, "This ordinance shall govern any and all buildings, structures, and land located within the area bounded by the shoreline of Lake Ray Roberts at its take line elevation of 645 feet mean sea level (645 MSL) and a line 5000 feet from and following along said take line *except any land lying within the corporate limits of any municipality.*" The Parties agree that, based on Section 2-204 of the County Zoning Ordinance, the County Zoning Ordinance does not apply to portions of the Property that may have otherwise been governed by the ordinance after the City annexes such portions of the Property. In addition, the City agrees that, consistent with Section 231.112 of the Texas Local Government Code, the City's approval of this Agreement is a municipal action that controls in the extent of a conflict with the County Zoning Ordinance. By entering into this Agreement providing for the Development Regulations to be the exclusive regulations applicable to the Property, the City agrees that it has taken a municipal action that controls over the conflicting County Zoning Ordinance, and the County Zoning Ordinance (including any future amendments thereto) shall not apply to the Property during the term of this Agreement.

2.6 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement including, but not limited to, the Comprehensive Zoning Ordinance, Building Codes, Subdivision Regulations, and Sign Regulations (the "City Policies"), this Agreement controls. Notwithstanding the foregoing, to the extent this Agreement is silent on a subject, the City Policies in effect on the Effective Date shall apply with respect to that subject. For example, if the City Policies in effect on the Effective Date require a landscape buffer for all residential subdivisions, and there is no landscape buffer requirement on **Exhibit E** and **Exhibit E** is silent on that topic, the landscape buffer requirement in the City Policies in effect on the Effective Date shall apply. This Agreement controls over any contrary zoning regulations that would otherwise be applicable to the Property following annexation of the Property.

### **ARTICLE III**

#### **DEVELOPMENT FEES; OPEN SPACE AND PARK LAND**

3.1 Development Fees. Except as otherwise provided in this Article III, development of the Property shall be subject to payment to the City of the reasonable and lawful Development Fees that are uniformly applicably in the City's corporate limits according to the fee schedule adopted by the City Council and in effect on the Effective Date. The term "Development Fees" shall mean fees charged in accordance with state law and this Section 3.1 including water and wastewater impact fees and fees for any of the following: building permit plan review, building inspections, plat applications, engineering plan review, and inspection of Public Infrastructure. Nothing in this Agreement waives or limits the City's authority to adopt and apply roadway impact fees in accordance with applicable state and federal laws; provided, however, that roadway impact fees shall be applied only to the extent the Property is located within a duly adopted roadway impact fee service area at the time of building permit issuance, and Owner shall receive credits for any road improvements constructed by Owner that benefit the City's roadway network, consistent with and in accordance with Chapter 395, Texas Local Government Code. All Development Fees, other than impact fees, shall be determined based on the fee schedule in effect on the date of submittal of the applicable permit application, plat application, or other development application. The requirements in this Agreement for open space and the Required Amenities (defined on **Exhibit E**) shall apply in lieu of any requirements for parkland dedication, fees in lieu of parkland dedication, and park development fees.

3.2 Public Improvement Construction Inspection Fees. The City agrees to use a third party inspection company mutually approved by the Parties to inspect all of the water, sewer, roadway, and drainage infrastructure constructed as part of the platting of the Property, and the inspection fee shall be the actual cost charged by the third party (without mark up) plus a ten percent (10%) administrative fee.

3.3 Impact Fee Credits or Rebates.

(a) The Property shall be subject to water and wastewater impact fees and related charges as authorized by Chapter 395, Texas Local Government Code, and City ordinances at the rates for the service area containing the Property in effect on the Effective Date, as follows: water impact fee \$2,250 per single family lot and wastewater impact fee of \$3,000 per single family lot. Impact fees under this Section shall be collected at the time of building permit issuance. Owner shall be entitled to credits or offsets for system-related water and wastewater facilities constructed by Owner in accordance with Chapter 395, Texas Local Government Code. Notwithstanding the foregoing, if the Property is determined not to be within a duly adopted water impact fee service area at the time of assessment, water impact fees shall not apply until the Property is included in such service area in accordance with Chapter 395, Texas Local Government Code.

(b) Any credits or offsets for system-related facilities constructed by Owner shall be applied in the form of a rebate paid by the City to Owner in accordance with Chapter 395 and the City's duly adopted capital improvements plans. To the extent permitted by law, the City shall apply statutory credits in its impact fee calculations. Any payment to Owner sourced from collected impact fees shall be limited strictly to the actual impact fees collected by the City attributable to the Property and shall not be paid from the City's general fund or other City



revenues. No rebates or payments shall be due if and to the extent no impact fees have been collected. The City shall remit any rebate or credit payment due to Owner within sixty (60) days after the City's receipt of a complete written request for payment, accompanied by documentation demonstrating Owner's entitlement to the rebate or credit.

(c) Owner does not, by agreeing to the terms in this Article III, waive any rights, and Owner expressly reserves such rights, with respect to any and all claims that any impact fees assessed or collected by the City in connection with the Property violate Chapter 395, Texas Local Government Code, or any other state or federal law.

3.4 Open Space and Park Land. The open space requirements and Required Amenities described on **Exhibit E** shall fully satisfy all park land dedication requirements of the City that would otherwise apply, and no other open space, park land dedication, park fees, or park improvement requirements of any kind shall apply to the Property.

#### **ARTICLE IV** **PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE**

##### 4.1 Public Infrastructure.

(a) Water. Owner will construct the water system Public Infrastructure necessary to serve the Property including water wells, ground storage, elevated storage, pump station, and all necessary components (the "Water Improvements"). Owner will completely fund the acquisition and construction of the Water Improvements by using the proceeds of PID Bonds, or if PID Bonds are not issued, revenue from PID Assessments will be used to fund the Water Improvements, at no cost or expense to the City. Elevated water tanks shall display only City of Sanger logos and shall not include any signage advertising the development on the Property or any other advertising. Owner will utilize the TxDOT right-of-way to install an off-site water line, and shall not be required to obtain a separate utility easement for the water line. Owner shall convey all Water Improvements, private easements, and tracts of land for water facilities (including any elevated storage tank site) to the City, free and clear of all liens and encumbrances, upon completion of construction and acceptance by the City. Owner shall provide a twenty-four (24) month warranty on all Water Improvements conveyed to the City, warranting that such facilities are free from defects in materials and workmanship and conform to the approved plans and specifications.

(b) Sewer. Owner will construct the sewer system Public Infrastructure necessary to serve the Property including force mains, gravity mains, lift stations, and all necessary components (the "Sewer Improvements"). Owner will completely fund the acquisition and construction of the Sewer Improvements by using the proceeds of PID Bonds, or if PID Bonds are not issued, revenue from PID Assessments will be used to fund the Sewer Improvements, at no cost or expense to the City. Owner will utilize the TxDOT right-of-way to install an off-site force main, and shall not be required to obtain a separate utility easement for the force main. Owner shall convey all Sewer Improvements to the City, free and clear of all liens and encumbrances, upon completion of construction and acceptance by the City. Owner shall provide a twenty-four (24) month warranty on all Sewer Improvements conveyed to the City.

(c) Roadways.

(i) Owner will construct the internal roadway Public Infrastructure necessary to serve the Property and attributable to the development of the Property (the "Roadway Improvements"). Owner will completely fund the acquisition and construction of the Roadway Improvements by using the proceeds of PID Bonds, or if PID Bonds are not issued, revenue from PID Assessments will be used to fund the Roadway Improvements, at no cost or expense to the City. Owner shall convey all Roadway Improvements to the City, free and clear of all liens and encumbrances, upon completion of construction and acceptance by the City. Owner shall provide a twenty-four (24) month warranty on all Roadway Improvements conveyed to the City.

(ii) At the time of platting, Owner shall dedicate one-half of the right-of-way, as required by the City's and/or County's master thoroughfare plan in effect on the Effective Date, for portions of Union Hill Road and FM 1190 adjacent to the plat. Owner shall not be required to construct a sidewalk along Union Hill Road. Owner shall not be required to construct any perimeter or off-site road improvements.

(iii) Owner shall not be required to dedicate any right-of-way, or make any improvements to roads owned by Denton County or the State of Texas.

(iv) For improvements to existing roads, new pavement sections will be designed and constructed to match existing pavement sections.

(d) Drainage.

(i) Owner will construct the drainage Public Infrastructure necessary to serve the Property (the "Drainage Improvements"). Owner will completely fund the acquisition and construction of the Drainage Improvements by using the proceeds of PID Bonds, or if PID Bonds are not issued, revenue from PID Assessments will be used to fund the Drainage Improvements, at no cost or expense to the City. Owner shall convey all Drainage Improvements to the City, free and clear of all liens and encumbrances, upon completion of construction and acceptance by the City. Owner shall provide a twenty-four (24) month warranty on all Drainage Improvements conveyed to the City.

(ii) HDPE storm drainage improvements may be constructed in lieu of concrete storm drainage systems. All fully developed flows from the development of the Property shall be captured and directed to Lake Ray Roberts. Stormwater discharge velocities shall be less than 5 feet per second at the boundary of the Property along Lake Ray Roberts, which is a USCOE requirement for point source discharges. Adequate erosion protection shall be installed to prevent erosive conditions at the boundary of the Property along Lake Ray Roberts. It is understood that if these conditions are satisfied, Owner shall not be required to obtain any

authorizations, letters of acceptance, or permits from the USCOE for the stormwater discharges.

(iii) Owner may install retaining walls at the lot line in lieu of creating an erosion clear zone. The retaining wall toe will be a minimum of two feet below the flowline elevation of the stream. The homeowners association for the Property will be responsible for maintenance of the retaining wall and debris removal from the stream.

(iv) The Property currently does not have mapped FEMA 100-year floodplain. The overall drainage basins (including offsite areas) is less than 1 square mile (640 acres). FEMA designates FEMA floodplain for drainage basins larger than 1 square mile. The City agrees since the drainage basins do not meet the 1 square mile threshold, the FEMA 100-year floodplain shall not be extended up into the Property.

(v) Owner can increase the flow and water surface elevations discharging onto the USACE property subject to USACE approval.

(e) No Oversizing. Owner shall not be required to oversize any Public Infrastructure or construct or fund any oversized Public Infrastructure.

#### 4.2 Retail Water Service.

(a) The City agrees to be the exclusive retail provider of water service to the Property within the City CCN. If the City is the retail water service provider, the following provisions shall apply:

(i) The City has (or will obtain) and will maintain a sufficient water supply for full development of the Property as contemplated by this Agreement.

(ii) The City shall have discretion in denying a plat or other development approval that is authorized under the Development Regulations on the basis of water capacity; provided, however, that the City shall not deny a plat or other development approval on the basis of water capacity if Owner has funded and constructed (or committed to fund and construct) water supply facilities deemed sufficient by the City in its reasonable discretion, to serve the applicable phase of development as contemplated by this Agreement.

(iii) The City shall not be obligated to provide free or discounted irrigation service to Owner within the Property.

(iv) The City agrees to provide adequate, continuous retail water service to the Property on the same terms and at the same rates provided to other in-City customers.

(b) The water CCN that includes the Property is currently held by Bolivar, and the City and Bolivar have entered into an agreement for the transfer of the water CCN from Bolivar

to the City (the "CCN Transfer Agreement"). The Parties agree as follows with respect to the transfer of the Bolivar CCN overlying the Property to the City CCN:

(i) Owner shall compensate Bolivar for the CCN transfer to the City in accordance with that certain agreement entered into between Owner and Bolivar relating to such compensation.

(ii) In accordance with the CCN Transfer Agreement, the City will prepare, file, and prosecute a petition with the Public Utility Commission of Texas ("PUC") within 60 days after the Effective Date of this Agreement to transfer the portion of the Bolivar CCN overlying the Property to the City CCN, at Owner's sole cost and expense. The City shall use good faith efforts to have the Bolivar CCN overlying the Property transferred to the City.

(iii) If the PUC refuses to release the Property from the Bolivar CCN or refuses to amend the City CCN to include the Property, the Parties agree and acknowledge that Owner shall not be entitled to any reimbursements or funding from the PID for water infrastructure that is not dedicated to and accepted by the City.

(iv) The City shall not be obligated to provide retail water service to any portion of the Property that is not located within the City's water CCN.

#### 4.3 Retail Wastewater Service.

(a) The City agrees to be the retail provider of wastewater service to the Property, which is located wholly within its wastewater CCN, and agrees it has (or will obtain) and will maintain sufficient wastewater capacity for full development of the Property as contemplated by this Agreement. The City agrees to provide adequate, continuous retail wastewater service to the Property within its CCN on the same terms and at the same rates provided to other in-City customers.

(b) To the extent that wastewater treatment service is required within the Property prior to such time as wastewater transportation facilities, treatment facilities, or connections are made available to the Property, the City agrees to allow Owner to provide, at Owner's sole liability, and cost and expense, "pump and haul" service within the Property, solely as an interim measure in compliance with all applicable law, including applicable regulations of the Texas Commission on Environmental Quality (the "TCEQ"), or to make such other arrangements as are compatible with applicable law and regulations in order to assist Owner in attaining necessary wastewater treatment services as set forth herein. The City shall have no obligation to accept or treat hauled wastewater from the Property. Owner shall cause all hauled wastewater collected from the Property to be transported by a registered transporter to a receiving facility authorized to accept such waste and that has agreed in writing to accept such waste, which facility shall be the City of Denton's wastewater treatment plant if, and only if, it consents to receive such waste. Owner shall provide the City copies of any receiving facility authorizations upon request. Notwithstanding the foregoing, City's cooperation set forth in this Subsection 4.3(b) does not imply, and shall not be interpreted to mean, that City automatically approves specific

plans for alternative wastewater treatment, that Owner does not need to submit plans and obtain approvals (with the exception of providing proof to the City upon request of treatment authorization) with the Development Regulations, or that cooperation implies City will dedicate funds toward alternative wastewater treatment.

## **ARTICLE V** **TERM OF AGREEMENT**

The term of this Agreement shall be 30 years after the Effective Date (the "Term"). The Term may be extendable at the discretion of the City in five (5) year increments based on objective progress and remaining public obligations.

## **ARTICLE VI** **JURISDICTIONAL STATUS**

### 6.1 Annexation.

(a) The City may annex the Property following satisfaction of the following conditions precedent (the "Conditions Precedent"): (i) the City Council's approval of this Agreement; (ii) the full execution of this Agreement by the Parties; (iii) execution by the City and Bolivar of an agreement to transfer Bolivar's water CCN overlying the Property to the City; and (iv) the City's creation of the PID in accordance with applicable state law. If the Conditions Precedent are not satisfied on the Effective Date, Owner has the right to terminate this Agreement by delivering a written notice of termination to the City in accordance with the notice requirements of this Agreement. The Parties agree that the City's obligations in Article VII of this Agreement are part of the consideration for Owner's agreement to annex the Property.

(b) Consistent with Section 43.106 of the Texas Local Government Code, the City will annex the entire width of the portion of a county road and the adjacent right-of-way on both sides of the road that abuts a portion of the Property being annexed.

(c) Upon annexation, the City agrees to consider zoning annexed portions of the Property as reflected in the PD Ordinance, but nothing in this Agreement shall be construed as requiring that the City zone the Property in any particular manner. In the event of a conflict between the future zoning regulations applicable to any annexed portion of the Property and this Agreement, this Agreement shall control. No base zoning district shall be required for planned development zoning of all or any portion of the Property. The Concept Plan, as defined herein, shall be the only plan required to be attached to a planned development district ordinance zoning all or any portion of the Property, and no other plans of any kind shall be required to be submitted with a planned development district zoning application. Prior to zoning the Property or any portion of it, the City agrees to update its comprehensive plan in accordance with Chapter 213, Texas Local Government Code, to reflect the future single family land use and development of the Property consistent with the density permitted by this Agreement.

6.2 Satisfaction of Section 212.172(b-1). Pursuant to Section 212.172(b-1) of the Texas Local Government Code, at the time a municipality makes an offer to a landowner to enter into an agreement pursuant to Section 212.172, the municipality must provide the landowner with a written disclosure that includes: (1) a statement that the landowner is not required to enter into the



agreement; (2) the authority under which the municipality may annex the land with references to relevant law; (3) a plain-language description of the annexation procedures applicable to the land; (4) whether the procedures require the landowner's consent; and (5) a statement regarding the municipality's waiver of immunity to suit. The Parties agree that the City provided to Owner all of the documents described in (1)-(5) of this section, and that neither Party shall claim this Agreement is void on the basis that such disclosure was not provided in accordance with Section 212.172 of the Texas Local Government Code. Specifically, the City's statement disclosed to Owner (1) that Owner is not required to enter into this Agreement (2) that the City may annex the Property pursuant to Chapter 43, Texas Local Government Code and Section 212.172, Texas Local Government Code; (3) that annexation notices will be mailed and posted on the City's website, and an annexation public hearing will be held at which interested parties have the opportunity to be heard, after which the City will adopt an annexation ordinance annexing the Property consistent with the terms of this Agreement; (4) that such annexation and associated procedures require Owner's consent, which is given pursuant to the terms of this Agreement; and (5) the City acknowledges its waiver of immunity to suit pursuant to Section 212.172(i), Texas Local Government Code.

**6.3 Written Services Agreement Prior to Annexation.** The Parties agree that this Agreement serves as a written agreement for services pursuant to Section 43.0672, Texas Local Government Code, for the Property. On the effective date of annexation, the City shall provide the following municipal services to the annexed portions of the Property: (1) police protection, including patrol and emergency response; (2) fire protection and emergency medical services, either directly or through existing mutual aid or interlocal agreements; (3) solid waste collection services on the same terms provided to other in-City customers; (4) operation and maintenance of roads and streets dedicated to and accepted by the City, including street lighting; (5) operation and maintenance of water and wastewater facilities dedicated to and accepted by the City; (6) building inspection and code enforcement services; and (7) animal control services. The City shall provide the following services within the time periods indicated: (1) connection to the City's centralized water distribution system upon completion of the related water infrastructure portion of the Public Infrastructure by Owner and acceptance by the City, whichever is later; (2) connection to the City's centralized wastewater collection and treatment system upon completion of the related wastewater infrastructure portion of the Public Infrastructure by Owner and acceptance by the City, whichever is later; (3) parks, recreation, and open space maintenance for any facilities dedicated to and accepted by the City upon completion and acceptance. The City is not required to provide a service that is not included in this Section 6.3. With the exception of the services to be provided starting on the effective date of annexation, nothing in this Section 6.3 requires the City to provide services to areas of the Property that have not yet been platted or for which infrastructure has not been completed and accepted by the City.

**6.4 PD Ordinance; Termination and Disannexation.**

(a) If the City Council does not adopt the PD Ordinance substantially in the form attached as Exhibit E within 30 days after the Effective Date, either Party may terminate this Agreement by delivering written notice of termination to the other Party within 40 days after the Effective Date in accordance with the notice requirements of Section 11.2. This termination right shall be an exception to the prohibition on termination in Section 8.2.

(b) Upon delivery of a termination notice in accordance with this Section 6.4 and the City's adoption of a disannexation ordinance in accordance with law disannexing the Property from the City's corporate limits within 60 days after the Effective Date, this Agreement shall automatically terminate and neither Party shall have any further obligations under this Agreement except for obligations that expressly survive termination.

(c) For the avoidance of doubt, the termination and disannexation rights under this Section 6.4 are in addition to, and not in lieu of, the Owner's termination right under Section 6.1(a).

## **ARTICLE VII**

### **PUBLIC IMPROVEMENT DISTRICT**

7.1 PID Financing. A Condition Precedent to the annexation of the Property is the City Council's creation of the PID, to fund, in part, the Public Infrastructure consisting of the PID Authorized Improvements that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, such time period not to exceed 120 days, the City agrees to consider the issuance of PID Bonds, subject to City Council approval.

(a) Funding of the PID Authorized Improvements as authorized by the PID Act, including but not limited to streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to the Property, will include, to the maximum extent authorized by State law, and only as requested by Owner, one or more of the following: (i) annual payments by the City to Owner of PID Assessments not pledged to the repayment of PID Bonds issued by the City secured solely by PID Assessments in accordance with the PID Act and the PID Reimbursement Agreement (defined below); (ii) the issuance by the City of one or more series of PID Bonds secured only by PID Assessments with a total overall minimum value to lien ratio of 3 to 1 at the time of issuance of each series of PID Bonds (unless the City, in its sole discretion, approves a lower value to lien ratio), and as confirmed by an independent third-party appraisal acceptable to the City, together with additional market, absorption, and builder contract conditions established by the City; or (iii) any other method approved by the Parties.

(b) The PID Authorized Improvements to be funded by PID Assessments or PID Bonds will be described in the service and assessment plan for the PID (as amended and updated from time to time, the "Service and Assessment Plan") approved by the City Council in accordance with the PID Act. The Service and Assessment Plan shall provide that the City's cost to administer the PID shall be paid as part of the annual collection costs collected in connection with the assessments levied against the benefitted property within the PID. Prior to the collection of the first annual installments of the PID Assessments, Owner hereby agrees to pay administrative costs associated with the creation of the PID and the levy of PID Assessments under a written professional services agreement approved by both Parties.

(c) The total estimated cost of the PID Authorized Improvements (the "PID Project Costs") will be as stated in the Service and Assessment Plan.

(d) Owner will provide an engineer's opinion of probable cost for review by the City, Following the City's review of such opinion of probable cost and any changes agreed to by

the Parties, the City will prepare, or direct the preparation of, a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, and complies with all requirements of the PID Act, the City will hold a public hearing and will consider an ordinance to levy PID Assessments against the Property or applicable portion thereof.

(e) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. Concurrent with the levy of PID Assessments and as needed to implement the Service and Assessment Plan, the City and Owner will enter into a PID reimbursement agreement in substantially the same form as the agreement attached as **Exhibit F** (the "**PID Reimbursement Agreement**") that provides for Owner's construction of certain PID Authorized Improvements and the City's reimbursement to Owner of certain PID Project Costs.

(f) The City will consider issuance of one or more series of PID Bonds secured, in whole or in part, by PID Assessments levied against the portion of the Property specially benefitted by the PID Authorized Improvements. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon: (1) there being a total overall minimum value to lien ratio of 3 to 1 at the time the PID Bonds are issued (unless the City, in its sole discretion, approves a lower value to lien ratio but subject to the other requirements of this subsection) assuming that the PID Authorized Improvements are in place as of the date of the fair market valuation as determined by an independent third-party appraisal acceptable to the City, together with additional market, absorption, and builder contract conditions established by the City; and (2) the adequacy of the bond security and the financial obligation of Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Owner to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 **PID Notice.** When selling any of the Property included in the PID, Owner shall provide notices in the form and manner required by the Texas Property Code, as amended, including specifically Sections 5.014, 5.0141, 5.0142, and 5.0143, to anyone who purchases property within the PID. In all purchase contracts entered into by Owner for the sale of all or any portion of the Property, Owner shall require the purchaser to comply with Sections 5.014 – 5.0142 of the Texas Property Code. Further, such Owner shall require builders selling homes to continuously post a notice of the PID Assessments in a conspicuous location in each model home and provide an explanation of the PID Assessments in written brochures and promotional materials given to each prospective purchaser. Owner shall indemnify, defend, and hold harmless the City from and against claims arising from Owner's noncompliance with purchaser notice obligations and shall promptly cure any nondisclosure by appropriate means required by applicable laws.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT; REMEDIES**

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured, provided the cure does not exceed six months from the date the notice of the alleged failure is delivered to the defaulting Party.

8.2 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement, except as expressly provided in Section 6.4; or
- (b) affect any portion of the Property other than the platted lot or unplatted tax parcel that is the subject of the default; or
- (c) entitle the aggrieved Party to seek or recover exemplary damages; or
- (d) adversely affect or impair the continuation of the ETJ status of the Property and its immunity from annexation as provided by this Agreement; or
- (e) withhold approval of any plat or other development permit or wrongfully condition or deny a plat or other development permit that meets the Development Regulations; or
- (f) limit the Term;

8.3 City Remedies. Upon an uncured material default after notice and opportunity to cure, the City may, to the extent permitted by law and without impairing vested rights under Chapter 245 of the Texas Local Government Code, temporarily suspend further discretionary approvals related to the lot or tract of land that is the subject to the default until cured, and pursue all remedies at law or equity, including specific performance and injunctive relief. Nothing herein requires the City to approve permits or plats that do not meet applicable standards.

8.4 Governmental Functions; Waivers of Immunity. This Agreement is a "development agreement" under Subchapter G, Chapter 212, Texas Local Government Code. Pursuant to Section 212.172(i), the City waives immunity from suit solely for the purpose of adjudicating a claim for breach of this Agreement, and the Parties' remedies are limited to those provided by Section 212.172, including actual damages, specific performance, or injunctive relief, subject to the statutory exclusions and limitations. Except as expressly provided by Section 212.172 or other

applicable law, the City does not waive, and expressly retains, all governmental immunity, immunities, and defenses from suit and liability.

## **ARTICLE IX**

### **ASSIGNMENT AND ENCUMBRANCE**

#### **9.1 Assignments.**

(a) The Owner has the right (from time to time with the prior, written consent of the City), to assign this Agreement with the consent of the City to another party with the financial ability and experience to complete the Development as reflected in the Agreement, in whole or in part (an "Assignee"), provided that the Owner is not in breach of this Agreement at the time of such assignment. The Owner shall have the right to transfer its rights and obligations under this Agreement without the City's consent to a third party to effectuate a land banking arrangement pursuant to which such third party acquires (directly or indirectly) all or any portion of the Property, and the Owner or an affiliate of the Owner has the right to reacquire the Property, also without the prior written consent of the City, provided the Owner will remain liable for the obligations under this Agreement. An Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. In addition to requirements set forth in Section 9.3 hereof, notice of each proposed assignment to a Assignee shall be provided to the City at least thirty (30) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Assignee.

(b) Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owner shall maintain written records of all assignments made to Assignees, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

(e) No assignments of this Agreement are permitted except as stated in this Section 9.1.



9.2 Encumbrance. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City; provided, however, the Owner shall be limited to a maximum of six (6) such assignments and any additional assignments after the sixth such assignment shall require the prior, written consent of the City; and provided further, however, that no such assignment shall be made without the prior written consent of the City if such transfer would result in (1) the issuance of municipal securities and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement, and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

## **ARTICLE X**

### **RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES**

10.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of Denton County. Either Party may record this Agreement and any amendment hereto in the deed records of Denton County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any owner, developer, tenant, user, or occupant; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Development Regulations.

10.2 Releases. From time to time upon written request of Owner, the City Manager shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Development Regulations.

10.3 Estoppel Certificates. From time to time upon written request of Owner, the City Manager will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement.

## **ARTICLE XI** **ADDITIONAL PROVISIONS**

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the notice is delivered in person to the person to whose attention the notice is addressed with a confirming copy sent by e-mail; (ii) 10 business days after the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid with a confirming copy sent by e-mail; or (iii) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address with a confirming copy sent by e-mail. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such change to the other Party as provided in this section.

To the City:

City of Sanger  
Attn: John Noblitt, City Manager  
P.O. BOX 1729  
Sanger, Texas 76266  
E-mail: citytymanager@sangertexas.org

With a copy to:

Jackson Walker  
Attn: Juan Luevanos  
2323 Ross Avenue, Suite 600  
Dallas, Texas 75201  
E-mail: jluevanos@jw.com

Attn: Gary Hazlewood  
Triple "T" Farms, Ltd.  
1000 Texas Trail, Suite 200  
Grapevine, Texas 76051  
E-mail: ghazland@gmail.com

Attn: Melissa Lindelow  
Shupe Ventura, PLLC  
9406 Biscayne Boulevard  
Dallas, Texas 75218  
E-mail: [melissa.lindelow@svlandlaw.com](mailto:melissa.lindelow@svlandlaw.com)

11.4 Water Wells. Water wells may be drilled within the Property subject to compliance with all applicable rules and regulations of the TCEQ.

11.6 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

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competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) 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. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that remains within the City's ETJ.

11.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Venue for any action to enforce or construe this Agreement shall be in Denton County.

11.9 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. 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.

11.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, 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 30 days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, must give notice to all the Parties, including a 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" includes events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care including, but not limited to, events or circumstances related to an epidemic or pandemic, supply shortage delays, government acts, a state of emergency, a government order, or a quarantine.

11.12 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions

of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Owner; and, neither the City nor its consultants have verified such information.

11.13 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, Owner agrees that this Agreement may be terminated if Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of Owner on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

11.14 Chapter 380 Reporting. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

11.15 Written Disclosure. The Parties acknowledge and agree that, with this Agreement and the provisions contained herein, City has provided to Owner the written disclosures required by Section 212.172(b-1) and Section 43.004 of the Texas Local Government Code, and the Parties hereby waive any claim that this Agreement may be void for failure to provide such disclosures.

11.16 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with



a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

11.17 Iran, Sudan, and Foreign Terrorist Organizations. Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law or Texas law and excludes Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

11.18 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

11.19 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade

association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

11.20 Affiliate. As used in Sections 11.16-11.19 of this Agreement, Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

11.21 Survival. Notwithstanding anything contained herein, the representations and covenants contained in Sections 11.16-11.19 of this Agreement shall survive termination of the Agreement until the statute of limitations has run.

11.22 Employment of Undocumented Workers. During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Owner shall repay the incentives granted herein within 120 days after the date Owner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

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

11.24 Further Documents. 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.

11.25 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

|           |                                              |
|-----------|----------------------------------------------|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Depiction of the Property                    |
| Exhibit C | Concept Plan                                 |
| Exhibit D | Special Regulations                          |
| Exhibit E | Development Regulations                      |
| Exhibit F | Form of PID Reimbursement Agreement          |

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Executed by Owner and the City to be effective on the Effective Date.

**ATTEST:****CITY OF SANGER**

By: \_\_\_\_\_  
 Name: Kelly Edwards  
 Title: City Secretary

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGALITY:**

Name: \_\_\_\_\_  
                     City Attorney

STATE OF TEXAS                   §  
                                           §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2026 by \_\_\_\_\_,  
 \_\_\_\_\_ of the City of Sanger, Texas on behalf of said city.

\_\_\_\_\_  
 Notary Public, State of Texas

**OWNER:**

TRIPLE "T" FARMS, LTD.,  
a Texas limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                      §

§

COUNTY OF DENTON                §

This instrument was acknowledged before me on \_\_\_\_\_, 2026 by  
\_\_\_\_\_, \_\_\_\_\_ of Triple "T" Farms, Ltd., a Texas limited partnership, on behalf of  
said partnership.

\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT A**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

387.515 ACRES  
 IN THE R. BEBEE SURVEY, A-29, AND  
 THE J. MORTON SURVEY, A-792,  
 DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1190, AT THE SOUTHWEST CORNER OF SAID 23.298 ACRE TRACT AND AT THE SOUTHEAST CORNER OF A CALLED 23.191 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HOMEQWEST HOMEBUYERS, INC. AS RECORDED IN DOCUMENT NUMBER 2006-145419 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST, WITH THE WEST LINE OF SAID 23.298 ACRE TRACT AND EAST LINE OF SAID 23.191 ACRE TRACT, A DISTANCE OF 1511.99 FEET TO AN IRON PIPE FOUND FOR CORNER IN THE SOUTH LINE OF SAID 138.124 ACRE TRACT, AT THE NORTHWEST CORNER OF SAID 23.298 ACRE TRACT COMMON TO THE NORTHEAST CORNER OF SAID 23.191 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 138.124 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 78 DEGREES 19 MINUTES 14 SECONDS WEST A DISTANCE OF 294.33 FEET TO AN IRON PIPE FOUND FOR CORNER;
2. SOUTH 67 DEGREES 28 MINUTES 45 SECONDS WEST A DISTANCE OF 122.01 FEET TO AN IRON PIPE FOUND FOR CORNER;
3. SOUTH 04 DEGREES 49 MINUTES 49 SECONDS WEST A DISTANCE OF 321.40 FEET TO AN IRON PIPE FOUND FOR CORNER;
4. SOUTH 37 DEGREES 54 MINUTES 04 SECONDS WEST A DISTANCE OF 196.69 FEET TO AN IRON PIPE FOUND FOR CORNER;
5. SOUTH 06 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 414.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

6. NORTH 86 DEGREES 09 MINUTES 21 SECONDS WEST A DISTANCE OF 129.04 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 23.191 ACRE TRACT;
7. NORTH 85 DEGREES 21 MINUTES 32 SECONDS WEST A DISTANCE OF 488.53 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
8. NORTH 85 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 105.80 FEET TO A 3/8-INCH IRON ROD FOUND FOR CORNER;
9. NORTH 85 DEGREES 48 MINUTES 50 SECONDS WEST A DISTANCE OF 346.50 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER;
10. NORTH 85 DEGREES 25 MINUTES 06 SECONDS WEST A DISTANCE OF 690.24 FEET TO A MAG NAIL FOUND FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS UNION HILL ROAD AND AT THE SOUTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE NORTH 00 DEGREES 49 MINUTES 40 SECONDS EAST, WITH THE WEST LINE OF SAID 138.124 ACRE TRACT AND ALONG OF SAID UNION HILL ROAD, A DISTANCE OF 2239.33 FEET TO A MAG NAIL FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE SOUTH 88 DEGREES 11 MINUTES 34 SECONDS EAST, WITH THE NORTH LINE OF SAID 138.124 ACRE TRACT, A DISTANCE OF 1563.65 FEET TO AN IRON ROD FOUND FOR CORNER, AT THE SOUTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 249-343/1000 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 00 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 1260.80 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
2. NORTH 00 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 702.64 FEET TO A PK NAIL SET FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS LAKE RAY ROBERTS DRIVE, AT THE NORTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE NORTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 88 DEGREES 38 MINUTES 50 SECONDS EAST, ALONG SAID LAKE RAY ROBERTS DRIVE, A DISTANCE OF 491.39 FEET TO A CAPPED IRON ROD SET (LABELED 4857, TYPICAL) FOR CORNER;
2. NORTH 31 DEGREES 23 MINUTES 59 SECONDS EAST, PASSING EN ROUTE AT A DISTANCE OF 34.38 FEET A 5/8-INCH IRON ROD FOUND FOR WITNESS AND CONTINUING ON SAID COURSE A TOTAL DISTANCE OF 463.72 FEET TO A 100-D NAIL FOUND FOR CORNER;
3. NORTH 04 DEGREES 35 MINUTES 10 SECONDS EAST A DISTANCE OF 219.51 FEET TO A 100-D NAIL FOUND FOR CORNER;

4. NORTH 41 DEGREES 44 MINUTES 26 SECONDS EAST A DISTANCE OF 781.37 FEET TO A 100-D NAIL FOUND FOR CORNER;
5. NORTH 21 DEGREES 18 MINUTES 10 SECONDS EAST A DISTANCE OF 426.20 FEET TO A 100-D NAIL FOUND FOR CORNER;
6. NORTH 77 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 512.68 FEET TO A 100-D NAIL FOUND FOR CORNER;
7. NORTH 40 DEGREES 31 MINUTES 58 SECONDS EAST A DISTANCE OF 1044.05 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 304.44 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. SOUTH 10 DEGREES 50 MINUTES 17 SECONDS EAST A DISTANCE OF 739.41 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
2. SOUTH 35 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 823.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
3. SOUTH 77 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 471.53 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
4. SOUTH 31 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 332.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
5. SOUTH 41 DEGREES 11 MINUTES 29 SECONDS WEST A DISTANCE OF 689.91 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
6. SOUTH 77 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 825.07 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
7. SOUTH 00 DEGREES 59 MINUTES 56 SECONDS WEST A DISTANCE OF 316.43 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 240.70 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER, AT THE NORTHWEST CORNER OF USA TRACT NO. 521-2 AS RECORDED IN VOLUME 6, PAGE 139 OF SAID REAL PROPERTY RECORDS;
9. SOUTH 46 DEGREES 36 MINUTES 07 SECONDS EAST A DISTANCE OF 468.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
10. SOUTH 17 DEGREES 53 MINUTES 16 SECONDS EAST A DISTANCE OF 468.01 FEET TO A CAPPED IRON ROD SET FOR CORNER;
11. SOUTH 24 DEGREES 34 MINUTES 33 SECONDS WEST A DISTANCE OF 334.70 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHWEST CORNER OF SAID USA TRACT NO. 521-2;
12. SOUTH 77 DEGREES 07 MINUTES 19 SECONDS EAST A DISTANCE OF 452.29 FEET TO A WOOD FENCE CORNER POST FOR CORNER;
13. SOUTH 29 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 291.16 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

14. SOUTH 01 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 66.91 FEET TO A CAPPED IRON ROD FOUND FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 88 DEGREES 27 MINUTES 42 SECONDS WEST A DISTANCE OF 37.27 FEET TO A CAPPED IRON ROD SET FOR CORNER;
2. NORTH 87 DEGREES 54 MINUTES 41 SECONDS WEST A DISTANCE OF 399.58 FEET TO A CAPPED IRON ROD SET FOR CORNER;
3. NORTH 87 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 60.20 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 31.20 ACRE TRACT;

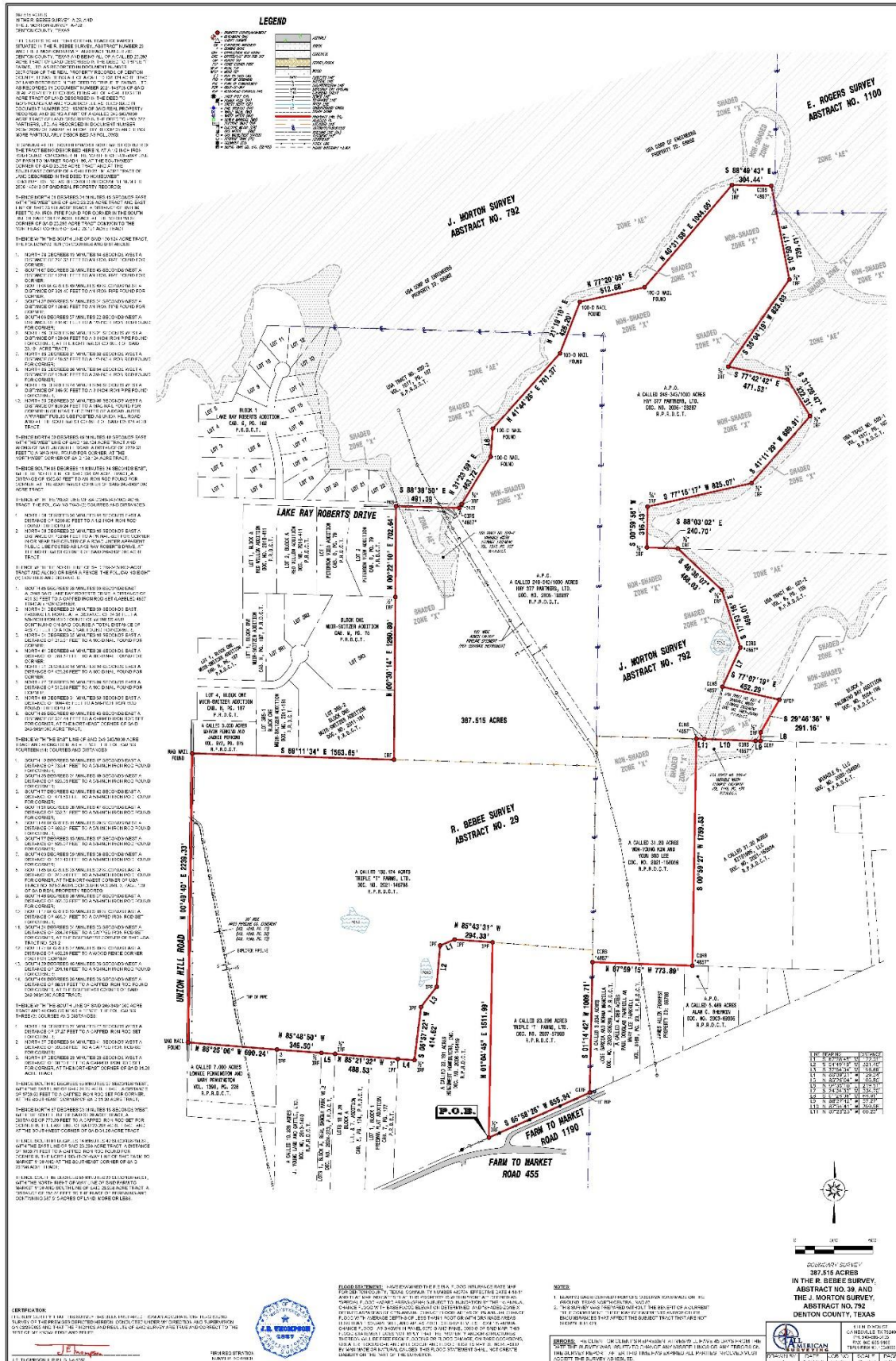
THENCE SOUTH 00 DEGREES 59 MINUTES 27 SECONDS WEST, WITH THE EAST LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 1759.53 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE NORTH 87 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 773.89 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID 23.298 ACRE TRACT AND AT THE SOUTHWEST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 1009.71 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHEAST CORNER OF SAID 23.298 ACRE TRACT;

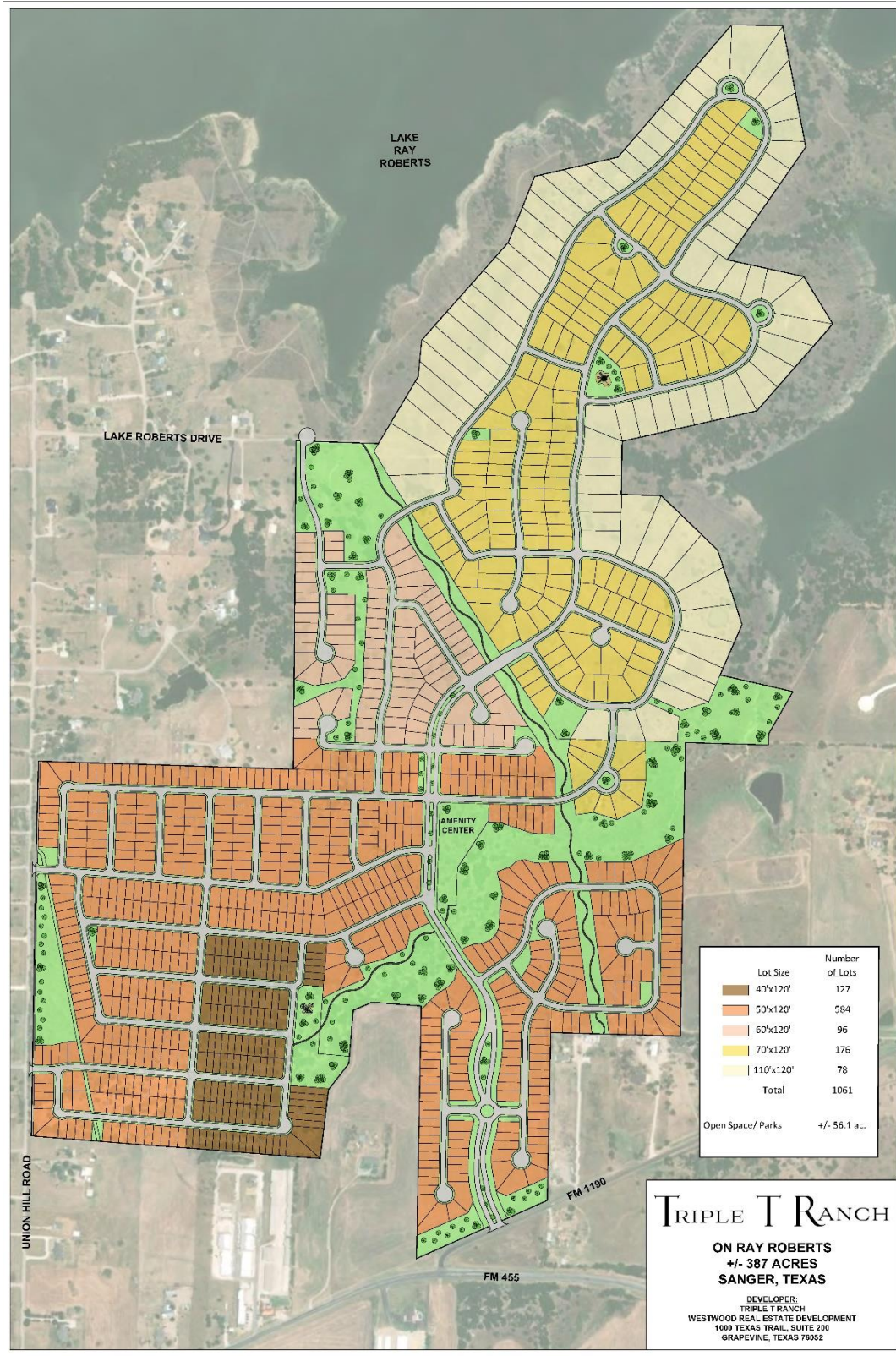
THENCE SOUTH 65 DEGREES 58 MINUTES 26 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND SOUTH LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 855.84 FEET TO THE PLACE OF BEGINNING AND CONTAINING 387.515 ACRES OF LAND, MORE OR LESS.

**EXHIBIT B**  
**DEPICTION OF THE PROPERTY**





**EXHIBIT C**  
**CONCEPT PLAN**





## AMENITY CENTER SKETCH CONCEPT 2

TRIPLE T RANCH

JANUARY 27, 2026



**EXHIBIT D**  
**SUBDIVISION REGULATIONS**

1. No approved preliminary plat shall expire if an application for a final plat for all or a portion of the property shown on the preliminary plat is filed with the City within two years after the date of approval of the preliminary plat.
2. Civil plans for public improvements associated with a plat shall be reviewed and approved, approved subject to conditions, or denied within 30 days after they are submitted to the City. If no action is taken within such 30-day period, the plans shall be deemed approved. The approval of civil plans shall not be unreasonably withheld, conditioned, or delayed.
3. No plat shall be denied on the basis that it fails to comply with the comprehensive plan, any other City plan, or zoning regulations if the plat complies with this Agreement and the Development Regulations.
4. The Property may be preliminary platted and final platted in phases.
5. A preapplication conference may be held prior to filing a plat application.
6. A plat shall be approved if it complies with this Agreement.
7. The preliminary lot layout shown on the Concept Plan shall control over anything to the contrary in the Subdivision Regulations.
8. Double frontage lots are permitted.
9. Lots may be placed at right angles to each other.
10. Zoning of the Property is not required as a condition to platting any portion of the Property.
11. Plats are not required to show building lines.



**EXHIBIT E**  
**DEVELOPMENT REGULATIONS**

**CITY OF SANGER, TEXAS ORDINANCE**  
**09-34-26**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REGARDING AMENDING THE ZONING MAP TO ESTABLISH PLANNED DEVELOPMENT DISTRICT (PD) ZONING ON APPROXIMATELY 387.515 ACRES OF NEWLY ANNEXED LAND DESCRIBED AS ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS TO; AMENDING ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sanger (the "City") is a home rule municipality regulated by state law and Charter; and

**WHEREAS**, the City Council finds it necessary for the public health, safety, and welfare that development occur in a controlled and orderly manner; and

**WHEREAS**, on October 5, 2026, the City Council adopted Ordinance No. 09-32-26 amending the Future Land Use Map of the City's Comprehensive Plan to designate the future land use of the property described on Exhibit A of the Ordinance (the "Property") to Medium Residential; and

**WHEREAS**, the City Council finds that this Ordinance is consistent with and in accordance with the Comprehensive Plan, as amended by Ordinance No. 09-32-26; and

**WHEREAS**, the Planning and Zoning Commission on September 14, 2026, duly conducted a public hearing for the purpose of assessing a request for amendment to the Zoning Map for the Property; and

**WHEREAS**, all requests for amendment to the Zoning Map were duly filed with the City of Sanger, Texas, concerning the Property; and

**WHEREAS**, notice of the public hearings on the proposed amendment to the City's Zoning Map to establish Planned Development (PD) zoning for the Property was duly given in the time and manner required by Chapter 211 of the Texas Local Government Code, the City's regulations as applicable, publication of notice in the City's designated official newspaper, and publication of notice on the City's Internet website; written notice mailed or otherwise delivered within two hundred feet (200') of the Property, and to each school district in which the Property is located; posting and maintenance of the notice sign required by Section 211.0073 of the Texas Local Government Code on the Property or on an applicable public right-of-way; and delivery of any additional notice required by law, if any, all as evidenced by the affidavits, applicable certificates, and other proofs of notice on file with the City Secretary; and

**WHEREAS**, the City Council intends and finds that this Ordinance is a municipal proposal to adopt a zoning overlay district that will have the effect of allowing more residential development than allowed without the overlay, and will include the Property which is an area along a major roadway, highway, or transit corridor, and the zoning proposed by this Ordinance is therefore a "proposed comprehensive zoning change" as defined in Section 211.0011, Texas Local Government Code; and

**WHEREAS**, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

**SECTION 1.** That an amendment to the Zoning Map to establish Planned Development (PD) zoning is hereby granted for the approximately 387.515-acre property described on Exhibit A of this Ordinance (the "Property"). The Property shall be developed and used in accordance with the Development Standards described on Exhibit B of this Ordinance and the Concept Plan attached as Exhibit C of this Ordinance. The Concept Plan attached as Exhibit C of this Ordinance may be amended in accordance with the terms of that certain Development Agreement between the City of Sanger and Triple "T" Farms, Ltd. dated October 5, 2026.

**SECTION 2.** That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.



**SECTION 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

**SECTION 4.** Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

**SECTION 5.** This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED AND APPROVED** by the City Council of the City of Sanger, Texas, on this 5<sup>th</sup> day of October, 2026.

**APPROVED:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kelly Edwards, City Secretary

Exhibit A to PD Ordinance  
Legal Description

387.515 ACRES  
IN THE R. BEBEE SURVEY, A-29, AND  
THE J. MORTON SURVEY, A-792,  
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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8. SOUTH 88 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 304.44 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. SOUTH 10 DEGREES 50 MINUTES 17 SECONDS EAST A DISTANCE OF 739.41 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
2. SOUTH 35 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 823.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
3. SOUTH 77 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 471.53 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
4. SOUTH 31 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 332.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
5. SOUTH 41 DEGREES 11 MINUTES 29 SECONDS WEST A DISTANCE OF 689.91 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
6. SOUTH 77 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 825.07 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
7. SOUTH 00 DEGREES 59 MINUTES 56 SECONDS WEST A DISTANCE OF 316.43 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 240.70 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER, AT THE NORTHWEST CORNER OF USA TRACT NO. 521-2 AS RECORDED IN VOLUME 6, PAGE 139 OF SAID REAL PROPERTY RECORDS;
9. SOUTH 46 DEGREES 36 MINUTES 07 SECONDS EAST A DISTANCE OF 468.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
10. SOUTH 17 DEGREES 53 MINUTES 16 SECONDS EAST A DISTANCE OF 468.01 FEET TO A CAPPED IRON ROD SET FOR CORNER;
11. SOUTH 24 DEGREES 34 MINUTES 33 SECONDS WEST A DISTANCE OF 334.70 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHWEST CORNER OF SAID USA TRACT NO. 521-2;
12. SOUTH 77 DEGREES 07 MINUTES 19 SECONDS EAST A DISTANCE OF 452.29 FEET TO A WOOD FENCE CORNER POST FOR CORNER;
13. SOUTH 29 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 291.16 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
14. SOUTH 01 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 66.91 FEET TO A CAPPED IRON ROD FOUND FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 88 DEGREES 27 MINUTES 42 SECONDS WEST A DISTANCE OF 37.27 FEET TO A CAPPED IRON ROD SET FOR CORNER;
2. NORTH 87 DEGREES 54 MINUTES 41 SECONDS WEST A DISTANCE OF 399.58 FEET TO A CAPPED IRON ROD SET FOR CORNER;
3. NORTH 87 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 60.20 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 00 DEGREES 59 MINUTES 27 SECONDS WEST, WITH THE EAST LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 1759.53 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE NORTH 87 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 773.89 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID 23.298 ACRE TRACT AND AT THE SOUTHWEST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 1009.71 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHEAST CORNER OF SAID 23.298 ACRE TRACT;

THENCE SOUTH 65 DEGREES 58 MINUTES 26 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND SOUTH LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 855.84 FEET TO THE PLACE OF BEGINNING AND CONTAINING 387.515 ACRES OF LAND, MORE OR LESS.



Exhibit B to PD Ordinance  
Development Standards

**I. Definitions**

Defined terms in this exhibit shall have the same meaning attributed to them in the body of this Agreement.

**II. Uses**

The following uses of the Property are permitted by right:

- Accessory uses customarily incidental to and maintained and operated as a part of the principal use, including, but not limited to, home occupations  
Accessory dwelling units, but only on lots that are a minimum of one half acre in size
- Agricultural uses
- Amenity center
- Community and/or recreation center with or without swimming pools and tennis courts;
- Day care, day camp, or child care centers as part of an amenity center
- Hike and bike trails and paths
- Lakes
- Model homes
- Open space
- Petroleum and gas well development
- Public or private parks, playgrounds, athletic fields, community buildings, and other similar recreational facilities
- Public or private schools
- Public or private tennis courts+-
- Recreational facilities
- Single family residential uses
- Temporary batch plant (concrete or asphalt) associated with development of the Property
- Temporary buildings for uses incidental to construction work on the premises or sale or marketing of homes on the premises, which temporary buildings shall be removed upon the completion or abandonment of construction work and sales of homes within the development

**III. Lot Regulations and Design Standards**

| Minimum Lot Dimension | Minimum Lot Size (SF) | Maximum # of Homes | Minimum House Size (SF)* |
|-----------------------|-----------------------|--------------------|--------------------------|
| 40'x120'              | 4,800                 | 127                | 1,650                    |
| 50'x120'              | 6,000                 | 584                | 2,000                    |
| 60'x120'              | 7,200                 | 96                 | 2,250                    |
| 70'x150'              | 10,500                | 176                | 2,250                    |
| 110'x200'             | 22,000                | 78                 | 3,000                    |
| <b>TOTAL</b>          |                       | <b>1,061</b>       |                          |

\*Minimum House Size is defined as air-conditioned area of house.

| Minimum Lot Dimension* | Minimum Front Yard Building Setback** | Minimum Rear Yard Building Setback** | Minimum Interior Side Yard Building Setback** | Minimum Corner Side Yard Building Setback | Maximum Lot Coverage (Building Footprint) | Maximum Building Height |
|------------------------|---------------------------------------|--------------------------------------|-----------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------|
| 40'x120'               | 25'                                   | 15'                                  | 5'                                            | 5'                                        | 65%                                       | 40'                     |
| 50'x120'               | 25'                                   | 15'                                  | 5'                                            | 5'                                        | 65%                                       | 40'                     |
| 60'x120'               | 25'                                   | 15'                                  | 5'                                            | 5'                                        | 65%                                       | 40'                     |
| 70'x150'               | 25'                                   | 20'                                  | 5'                                            | 5'                                        | 65%                                       | 40'                     |
| 110'x200'              | 25'                                   | 25'                                  | 10'                                           | 5'                                        | 65%                                       | 40'                     |

\*Notwithstanding anything to the contrary in this Agreement or on the Concept Plan, the minimum lot depth for all lots located along a cul-de-sac or eyebrow may have a reduced lot depth of 95 feet. Lot widths are measured at the rear of the required front yard setback as shown on final plats.

\*\*Porches and architectural features such as stoops, overhangs, courtyard walls, steps, railing, lighting, chimneys, and bay windows may extend into front and rear yard building setbacks a maximum of five feet. Swimming pool decking and paving shall not be required to meet side or rear building setbacks. Swimming pools must only meet a five foot minimum rear and side yard building setback.

Notwithstanding the tables above, outdoor living and entertainment areas shall have a minimum rear yard setback of five feet. For purposes of this section, "outdoor living and entertainment areas" shall mean any patio, deck, grill, pool sitting area, or other outdoor space or amenity which is designed or used for outdoor living and entertaining.

No regulations that are specific to a particular zoning district shall apply, and if the Property is zoned as a planned development, no base zoning district shall apply.

All residential dwellings may have front, side, or rear entry garages. A minimum of two enclosed parking spaces shall be required for each single family residence. Split garage doors are not required.

All single family homes shall comply with the City's Exterior Facade Design Criteria Manual as adopted on October 7, 2019. No other building material or aesthetic regulations shall apply except requirements contained on this **Exhibit E**. For purposes of this Exhibit E and any other adopted City regulations that apply as part of the Development Regulations, the term "masonry" shall mean stone or brick laid up unit by unit and set in mortar (including cultured stone), cementitious fiberboard, or stucco.

The use of color on the exterior of a residence shall be restricted to earth tones or natural colors. No bright, unfinished, or mirrored exterior residential surfaces are permitted.

The residential facade "non-repeat" standard shall be:

- (1) Two dwellings with the same floor plan and architectural elevation must have at least three lots of separation between them on the same side of a street and must not be directly across the street from each other.
- (2) Two dwellings with the same floor plan but a different architectural elevation must have at least two lots of separation between them on the same side of a street and must not be directly across the street from each other.

Roads leading into the Property will contain a combination of entry monumentation, landscaping, screening walls or fences constructed of brick, stone, or wrought iron, and community signage.

If a community trail is proposed along a street or thoroughfare, the trail will take the place of any required sidewalk adjacent to the roadway. For purposes of this paragraph, a community trail means a minimum six-foot wide concrete trail.

Mailboxes shall be dual boxes or cluster boxes as required by the Sanger postmaster.

Sidewalks/Trails may be located outside public right-of-way if located within an adjacent open space lot for pedestrian access to allow for meandering sidewalks and trails. Interior residential street right-of-way shall include sidewalks a minimum of four feet in width and constructed by homebuilders at time of adjacent house construction. Open space lots improvements and corresponding sidewalks shall be installed by the developer.

Screening walls or fences shall be constructed along Union Hill Road and FM 1190 and will consist of a combination of brick, stone, wrought iron, and/or tubular steel and landscaping. Floodplain, flowage easements, parks open spaces are exempt from these screening requirements.

Residential privacy fences installed by homebuilders on side yards and rear yards shall be a maximum of six feet in height, setback a minimum of five feet from the front building line, and constructed of stained wood. Fencing shall be constructed where the structural supports are not visible from the public right-of-way.

Fencing abutting open space lots shall be restricted to black tubular steel fencing and a brick or stone masonry courtyard wall under 42 inches. Landscape borders and hedges are permitted.

Electrical, gas meters and AC components should be located behind front or side street setbacks and screened from view by landscaping.

Solar panels when visible from the front street shall be flush with the roof.

Trash containers shall be stored in an enclosed area, fenced, or screened from view from adjacent streets or common open spaces.

#### **IV. Landscape Requirements and Entry Requirements**

Roads leading into the Property will contain a combination of entry monumentation, landscaping, screening walls or fences (constructed of brick, stone, or wrought iron), and community signage. Decorative or textured pavement may be used.

A landscaped buffer area consisting of trees, turf, or other living ground cover, or necessary detention ponds, shall be provided adjacent to and outside of the rights-of-way for all areas adjacent to Union Hill Road and FM 1190. The buffer shall contain a minimum of one four-inch caliper large canopy tree for every 75 linear feet of roadway, and one evergreen tree that is a minimum of six feet in height for every 50 linear feet of roadway. The buffer described in this paragraph shall be provided in lieu of any other requirement for a landscaped buffer or landscaping along Union Hill Road and FM 1190.

Each residential lot shall have a minimum of two shade trees, each a minimum of three inches in caliper at the time of planting. One shade tree shall be planted in the front portion of the lot and the other in the rear portion of the lot. In addition, each residential lot shall have a minimum of ten shrubs planted in the front yard, each a minimum of three gallons in size at the time of planting.

Each residential lot shall have an irrigation system in the front yard and street corner side yards. Irrigation shall also be installed in the rear yard unless synthetic turf is installed. Synthetic turf is permitted in rear yards.

The requirements above, as well as the open space landscaping requirements below, shall be the exclusive landscaping requirements applicable to the Property.

The City has not adopted tree mitigation or preservation ordinances. In the event the City adopts such an ordinance after the Effective Date, the ordinance shall not apply to the Property during the term of this Agreement.

Screening walls and fences will be constructed along Union Hill Road and FM 1190 and will consist of a combination of brick, stone or wrought iron and landscaping. Floodplain, flowage easements, and open spaces are exempt from these screening requirements.

Residential fences facing open spaces or Corps of Engineer property must be wrought iron. Rear and side yard fences facing residences outside of the Property may utilize wood privacy fencing.

## **V. Homeowners Association**

A permanent and mandatory homeowners association ("HOA") will be established by recorded covenants, conditions, and restrictions ("CCRs"), and all residential lots shall be subject to the CCRs. The CCRs will be finalized before the fifth residential unit (excluding models) is constructed. The HOA will have the authority to levy annual dues against any and all residential lots, which dues will constitute an enforceable and foreclosable lien against each respective lot.

Common areas, parks, playgrounds, lakes, hike and bike trails, entries, and internal street medians will be maintained by the HOA, and perpetual maintenance thereof will be required by the CCRs.

## **VI. Open Space**

Open space areas designated on the Concept Plan shall include the following amenities (the "Required Amenities"):

### Public Trail System & Surrounding Open Space

- Construction of a minimum six-foot wide, four-inch thick concrete trail system as shown on Concept Plan located within a public access easement. Trails may be less than six feet in width where restricted by pipeline easements or other unavoidable restrictions.
- Trail System will include a combination of benches, sitting areas, landscaping, signage, lighting, bike racks, trash cans, dog waste stations, which shall also be located within a public access easement.

### Amenity Center

- At least one amenity center that must include a community swimming pool, at least one shade structure, seating areas, parking spaces, restroom facilities, walking paths, and landscaping. These facilities will not be accessible to the general public.

### Parks

- At least one commercial grade playground area, which will be accessible to the public.
- Pocket park areas with a combination of landscaping, seating areas, and connecting to the trail system, which will be accessible to the public.

The Required Amenities may be installed in phases as each open space area designated on the Concept Plan is platted and improved with an adjacent development phase. The Required Amenities are conceptually shown on the Concept Plan. The homeowners association for the Property will be responsible for maintaining the Required Amenities and open space areas within the Property.

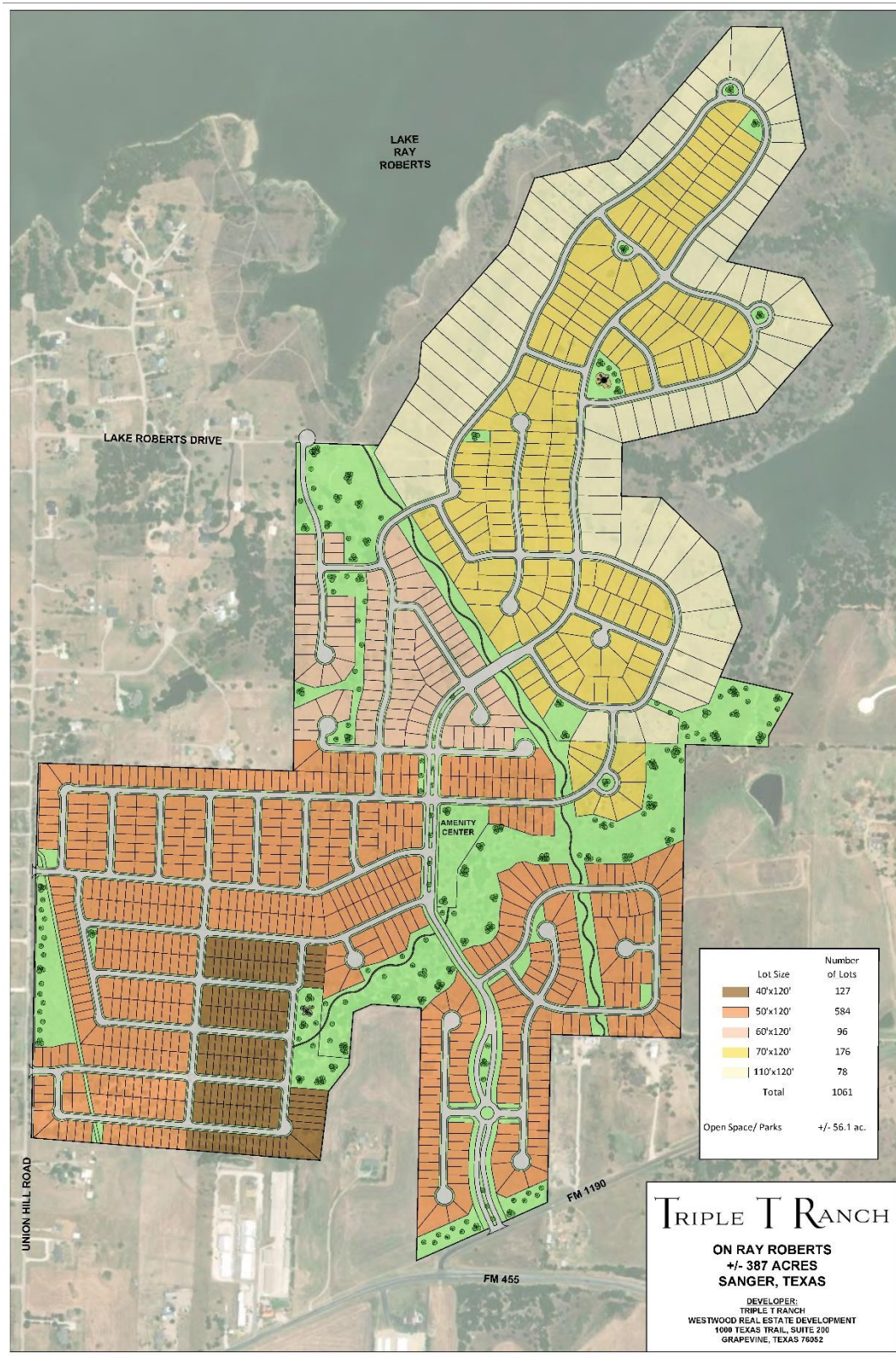
## **VII. Special Regulations**

1. No approved preliminary plat shall expire if an application for a final plat for all or a portion of the property shown on the preliminary plat is filed with the City within two years after the date of approval of the preliminary plat.
  2. Civil plans for public improvements associated with a plat shall be reviewed and approved, approved subject to conditions, or denied within 30 days after they are submitted to the City. If no action is taken within such 30-day period, the plans shall be deemed approved. The approval of civil plans shall not be unreasonably withheld, conditioned, or delayed.
  3. No plat shall be denied on the basis that it fails to comply with the comprehensive plan, any other City plan, or zoning regulations if the plat complies with this Agreement and the Development Regulations.
  4. The Property may be preliminary platted and final platted in phases.
  5. A preapplication conference may be held prior to filing a plat application.
  6. A plat shall be approved if it complies with this Agreement.
  7. The preliminary lot layout shown on the Concept Plan shall control over anything to the contrary in the Subdivision Regulations.
  8. Double frontage lots are permitted.



9. Lots may be placed at right angles to each other.
10. Zoning of the Property is not required as a condition to platting any portion of the Property.
11. Plats are not required to show building lines.
12. When velocities are less than 5fps, channel velocity increases up to 5% are acceptable if the downstream owner accepts the increase. When velocities are above 6 fps, no more than 1% velocity increase is acceptable.

Exhibit C to PD Ordinance  
Concept Plan

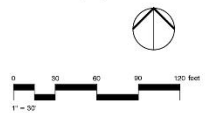




## AMENITY CENTER SKETCH CONCEPT 2

TRIPLE T RANCH

JANUARY 27, 2026





**Exhibit F**  
**Form of PID Reimbursement Agreement**

**PID Reimbursement Agreement**  
**[ \_\_\_\_\_ ] Public Improvement District**

This PID Reimbursement Agreement (this "Agreement") is entered into by Triple "T" Farms, Ltd., a Texas limited partnership (the "Developer") and the City of Sanger, Texas, a home-rule municipality of the State of Texas (the "City"), to be effective \_\_\_\_\_, 20\_\_, (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

**SECTION 1. RECITALS**

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Developer is a Texas limited partnership;

1.4 WHEREAS, the City is a Texas home-rule municipality;

1.5 WHEREAS, on \_\_\_\_\_, 20\_\_, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the Act, covering approximately \_\_\_\_\_ contiguous acres within the City's extraterritorial jurisdiction, which land is described in the PID Creation Resolution;

1.6 WHEREAS, on \_\_\_\_\_, 20\_\_, the City Council passed and approved an Assessment Ordinance related to Improvement Area #1 of the PID and an Assessment Ordinance related to the Major Improvement Area of the PID;

1.7 WHEREAS, the City Council expects to pass and approve additional Assessment Ordinances related to other phases of development in the PID in the future as such phases are developed;

- 1.8 WHEREAS, each Assessment Ordinance approves the SAP;
- 1.9 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;
- 1.10 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;
- 1.11 WHEREAS, the Assessed Property is being developed in phases or "Improvement Areas;"
- 1.12 WHEREAS, this Agreement shall apply to all phases and no additional reimbursement agreement shall be required for future phases;
- 1.13 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;
- 1.14 WHEREAS, in each Assessment Ordinance the City levied or expects to levy the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll(s);
- 1.15 WHEREAS, Assessments, including the Annual Installments thereof, are or will be due and payable as described in the SAP;
- 1.16 WHEREAS, Assessments, including the Annual Installments thereof, shall be billed and collected by the City or its designee;
- 1.17 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such Assessments are issued, or (2) into the PID Reimbursement Fund if no such PID Bonds are issued or none of such PID Bonds remain outstanding;
- 1.18 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture;
- 1.19 WHEREAS, a PID Project Fund related to each series of PID Bonds shall only be used in the manner set forth in the applicable Indenture;
- 1.20 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;



1.21 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.22 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

## SECTION 2.

### DEFINITIONS

- 2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.
- 2.2 "Actual Costs" are defined in the SAP.
- 2.3 "Administrator" is defined in the SAP.
- 2.4 "Agreement" is defined in the introductory paragraph.
- 2.5 "Annual Collection Costs" are defined in the SAP.
- 2.6 "Annual Installment" is defined in the SAP.
- 2.7 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.
- 2.8 "Assessed Property" is defined in the SAP.
- 2.9 "Assessment" is defined in the SAP.
- 2.10 "Assessment Ordinance" is defined in the SAP.

- 2.11 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments, including Prepayments, Annual Installments, and foreclosure proceeds.
- 2.12 "Assessment Roll" is defined in the SAP.
- 2.13 "Authorized Improvements" are defined in the SAP.
- 2.14 "Bringdown Verification" is defined in Section 4.23.
- 2.15 "Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.
- 2.16 "Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by a City Representative, delivered to a City Representative (and/or, if applicable, to the trustee named in any applicable Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that each Authorized Improvement (or its completed segment) covered by the certificate has been inspected by the City.
- 2.17 "City" is defined in the introductory paragraph.
- 2.18 "City Council" means the governing body of the City.
- 2.19 "City Representative" means any person authorized by the City Council to undertake the actions referenced herein.
- 2.20 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.
- 2.21 "Commitment" is defined in Section 3.10.
- 2.22 "Default" is defined in Section 4.8.1.
- 2.23 "Delinquent Collection Costs" is defined in the SAP.

- 2.24 "Developer" is defined in the introductory paragraph.
- 2.25 "Developer Advances" means advances made by the Developer to pay Actual Costs.
- 2.26 "Developer Improvement Account" means the account of the PID Project Fund which may be created and established under the applicable Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits any funds received from the Developer as required under such Indenture.
- 2.27 "Development Agreement" is defined in the SAP.
- 2.28 "Effective Date" is defined in the introductory paragraph.
- 2.29 "Failure" is defined in Section 4.8.1.
- 2.30 "Form 1295" is defined in Section 4.24.
- 2.31 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.
- 2.32 "Maturity Date" is the date one year after the last Annual Installment is collected.
- 2.33 "Party" and "Parties" are defined in the introductory paragraph.
- 2.34 "PID" is defined as the [\_\_\_\_\_] Public Improvement District, created by the PID Creation Resolution.
- 2.35 "PID Bonds" are defined in the SAP.
- 2.36 "PID Creation Resolution" is defined as Resolution No. \_\_\_\_\_ passed and approved by the City Council on \_\_\_\_\_, 20\_\_.
- 2.37 "PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing PID Bonds issued and still outstanding.
- 2.38 "PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the applicable Indenture.

2.39 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

2.40 "Prepayment" is defined in the SAP.

2.41 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.42 "Request Letter" is defined in Section 4.23.

2.43 "SAP" is defined as the [\_\_\_\_\_] *Public Improvement District Service and Assessment Plan* approved \_\_\_\_\_, 20\_\_, as part of the Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

2.44 "Standing Letter" is defined in Section 4.23.

2.45 "TEC" is defined in Section 4.24.

2.46 "Transfer" and "Transferee" are defined in Section 4.11.

2.47 "Verifications" are defined in Section 4.22.

### SECTION 3.

#### FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Until PID Bonds are issued, the City shall bill and collect Assessments, or cause such Assessments to be billed and collected by a third-party, and upon receipt of Assessment Revenue shall immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill and collect Assessments, or cause such Assessments to be billed and collected by a third-party, and upon receipt of Assessment Revenue shall immediately deposit all Assessment Revenue in the manner set forth in the applicable Indenture. The City shall also deposit Bond Proceeds and any other funds authorized or required by the applicable Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any

person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Indenture; provided that funds disbursed from the applicable PID Project Fund pursuant to Section 3.5 below shall be made first from Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund. Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements within each phase or "Improvement Area" shall be paid from the Assessment Revenue collected solely from Assessments levied on the property within such phase or "Improvement Area" benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. Each year in accordance with Applicable Laws, including without limitation the Texas Tax Code, the City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent and if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment; provided, however, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenue, taxes, income, or property other than moneys collected from the Assessments. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the Bond Proceeds shall be used in the manner



provided in the applicable Indenture; and, except as may be required under the Development Agreement and/or an applicable Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the Bond Proceeds, together with any other funds in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) days prior to the scheduled closing date of such PID Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

3.3 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each Certificate for Payment (which amounts include all Actual Costs paid by or at the direction of the Developer) plus: (1) simple interest on the unpaid principal balance at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date the obligation was incurred (which date is the same as the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years one through five beginning on the of acceptance of the Authorized Improvements as evidenced by either a recorded final plat dedicating such Authorized Improvements to the City or a City letter of acceptance of such Authorized Improvements; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date the obligation was incurred (which date is the same as the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years six and thereafter (the unpaid principal balance, together

with accrued but unpaid interest, owed the Developer for all Certificates for Payment is referred to as the "Reimbursement Agreement Balance"; provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Certificate for Payment to be paid to the Developer shall be the lower of: (1) the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Certificate for Payment was filed, or (2) the interest rate approved by the City Council of the City in the Assessment Ordinance levying the Assessments from which such PID Bonds shall be paid. If an Assessment is levied prior to the issuance of a series of PID Bonds secured by such Assessment and PID Bonds are subsequently issued at a higher interest rate than the interest rate previously set forth at the time of the levy of such Assessment, then the principal amount of the outstanding Reimbursement Agreement Balance to be paid from the proceeds of the PID Bonds will be reduced. Additionally, the principal amount of the outstanding amount of the Reimbursement Agreement Balance to be paid from such PID Bonds shall be further reduced by the costs of issuance associated with the issuance of such PID Bonds, including any underwriter's discount, in addition to any reserve fund deposits and capitalized interest, if any, required by the applicable Indenture. The Developer acknowledges that the City may issue bonds, including refunding bonds to refund all or a portion of any outstanding PID Bonds and/or to pay all or a portion of any outstanding Reimbursement Agreement Balance owed under this Agreement, without the Developer's consent, which could result in a reduction of the Reimbursement Agreement Balance actually paid to the Developer.

The interest rates set forth in this section have been approved by the City Council and are authorized by the Act. The Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from Bond Proceeds; and, no other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from Bond Proceeds shall be made in the manner set forth in the applicable Indenture. So long as no PID Bonds are issued, the City shall make a payment to the Developer from the PID Reimbursement Fund for the Reimbursement Agreement Balance at least annually, and no later than April 1 after the date payment of the Annual Installments are due and payable to the City. In the event that a Prepayment of an Assessment is made, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance attributable to the parcel related to such Prepayment from the Assessment Revenue deposited into the PID

Reimbursement Fund within ninety (90) days after the Prepayment is made. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying all or a portion of the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the PID Bonds, the Developer has a duty to construct those Authorized Improvements as described in the SAP and the Development Agreement. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the PID Project Fund to pay the Actual Costs. This Agreement shall apply to all of the PID Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer and the City as

of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City at least five (5) days prior to the pricing of such PID Bonds for payment in accordance with the provisions of the Indenture. In order to receive additional disbursements from the applicable fund under an Indenture, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Certification for Payment. Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. The City shall deliver the approved or partially approved Certificate for Payment to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter for all undisputed amounts.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Pledged Revenue Fund, or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the

Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. Subject to the provisions of Section 3.3 and 3.6, if the Developer is in substantial compliance with its obligations under the Development Agreement, then following the inspection and approval of any portion of Authorized Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Indenture.

3.8 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and in accordance with this Agreement and any other agreement between the parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the

Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

3.10 Ownership and Transfer of Authorized Improvements. If requested in writing by the City, the Developer shall furnish to the City a commitment for title insurance (a "Commitment") for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The Commitment shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the Commitment unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any Commitment, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.



## SECTION 4.

### ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City shall have the right to examine and approve the contractor selected by the Developer prior to executing a construction contract with the contractor, which approval shall not be unreasonably delayed or withheld.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

4.5 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's

decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.6 PID Administration and Collection of Assessments. If the City designates an administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. For so long as PID Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Developer of any change of administrator or third-party collection of the Assessments.

4.7 Representations and Warranties.

4.7.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to collect sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.7.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.8 Default/Remedies.

4.8.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the

cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.8.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided no Default by the Developer shall entitle the City to terminate this Agreement or to withhold payments to the Developer from the PID Reimbursement Fund or the PID Pledged Revenue Fund or the PID Project Fund in accordance with this Agreement and the Indenture.

4.8.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

4.8.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.9 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.10 Estoppel Certificate. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate (1) identifying any obligations of the Developer under this Agreement that are in Default or, with the giving of notice or passage of time, would be

in Default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

4.11 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund or the PID Pledged Revenue Fund in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.12 Encumbrance by Owner and Assignees. Developer and Transferees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any Default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party.

4.13 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement

of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Denton County, Texas.

4.14 Notice. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the notice is delivered in person to the person to whose attention the notice is addressed with a confirming copy sent by e-mail; (ii) 10 business days after the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid with a confirming copy sent by e-mail; or (iii) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address with a confirming copy sent by e-mail. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such change to the other Party as provided in this section.

To the City:                      Attn: \_\_\_\_\_, City Manager  
                                          City of \_\_\_\_\_  
                                          \_\_\_\_\_  
                                          \_\_\_\_\_, Texas \_\_\_\_\_  
                                          E-mail: \_\_\_\_\_  
                                          TEL: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
                                          FAX: (\_\_\_\_) \_\_\_\_-\_\_\_\_

With a copy to:                Attn: \_\_\_\_\_  
                                          FIRM NAME  
                                          \_\_\_\_\_  
                                          \_\_\_\_\_, Texas \_\_\_\_\_  
                                          E-mail: \_\_\_\_\_  
                                          TEL: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
                                          FAX: (\_\_\_\_) \_\_\_\_-\_\_\_\_

To the Developer:            Attn: Gary Hazlewood \_\_\_\_\_  
                                          Triple "T" Farms, Ltd.  
                                          1000 Texas Trail, Suite 200  
                                          Grapevine, Texas 76051  
                                          E-mail: \_\_\_\_\_  
                                          TEL: (\_\_\_\_) \_\_\_\_-\_\_\_\_

With a copy to:                Attn: Melissa Lindelow  
                                          Shupe Ventura, PLLC  
                                          9406 Biscayne Blvd.

Dallas, Texas 75218  
E-mail:melissa.lindelow@svlandlaw.com  
TEL: (817) 405-9937

Any Party may change its address by delivering notice of the change in accordance with this section.

4.15 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.16 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.17 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.18 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

4.19 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Developer agrees that this Agreement may be terminated if the Developer knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Developer fails to cure the violation on or before the 10th business day after the date the City provides notice to Developer of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Developer is required to preserve all contracting information related to this Agreement



as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Developer on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

4.20 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.21 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.22 Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything contained in this Agreement to the contrary.

4.22.1 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and

means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

4.22.2 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

4.22.3 No Discrimination Against Fossil Fuel Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

4.23 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

- (a) 'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;
- (b) 'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for

silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

- (c) 'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

4.24 Texas Attorney General Standing Letter. If PID Bonds are issued and it is required by the Texas Attorney General, the Developer will file with the Texas Attorney General a standing letter addressing the representations and verifications hereinbefore described in the form attached as Exhibit A to the All Bond Counsel Letter from the Office of the Texas Attorney General (November 1, 2023), as last supplemented on December 29, 2023 (a "Standing Letter"). In addition, if the Developer or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Developer receives or has received a letter from the Texas Comptroller of Public Accounts or the Texas Attorney General seeking written verification that the Developer is a member of the Net Zero Banking Alliance, Net Zero Insurance Alliance, Net Zero Asset Owner Alliance, or Net Zero Asset Managers or of the representations and certifications contained in the Developer's Standing Letter (a "Request Letter"), the Developer shall promptly notify the City (if it has not already done so) and provide to the City, two business days prior to the Effective Date and additionally upon request by the City, written verification to the effect that its Standing Letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Developer (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Developer that received the Request Letter) intends to timely respond or has timely responded to the Request Letter. The Bringdown Verification may be in the form of an e-mail.

4.25 Form 1295. The Parties acknowledge and agree that Developer submitted to the City a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295") at the time Developer submitted its signature page to this Agreement. The City hereby confirms timely receipt of the Form 1295 from the Developer pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

*[Execution pages follow.]*

**CITY OF SANGER, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney



**DEVELOPER:**

TRIPLE "T" FARMS, LTD.,  
a Texas limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**CERTIFICATE FOR PAYMENT FORM**

The undersigned is an agent for \_\_\_\_\_ (the "Developer") and requests payment from the applicable account of the [PID Reimbursement Fund] [PID Project Fund] from the **City of \_\_\_\_\_, Texas** (the "City") in the amount of \_\_\_\_\_ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the [\_\_\_\_\_] Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan and the Development Agreement.
5. The Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity the Developer controls owes, located in the PROJECT Public Improvement District and has no outstanding delinquencies for such assessments.
6. All conditions set forth in the Indenture (as defined in the Reimbursement Agreement) for the payment hereby requested have been satisfied.
7. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).
8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.
9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for major improvements or any phase of Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has

accepted such Authorized Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment).

**Payments requested are as follows:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

If the Authorized Improvements are to be paid in part from one series of PID Bonds and in part from another, insert the following:

As required by Section \_\_\_\_\_ of the Indenture, the costs for the Authorized Improvements that constitutes the pro-rata share of such Authorized Improvements allocable to the designated Bonds shall be paid as follows:

| Authorized Improvements: | Amount to be paid from _____ Fund | Amount to be paid from _____ Fund | Total Cost of Authorized Improvements |
|--------------------------|-----------------------------------|-----------------------------------|---------------------------------------|
|                          |                                   |                                   |                                       |

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **"bills paid" affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

**DEVELOPER:**

TRIPLE "T" FARMS, LTD.,  
a Texas limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall [include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate account of the PID Project Fund] [direct payment from the PID Reimbursement Fund] to the Developer or to any person designated by the Developer.

**CITY OF SANGER, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B**  
**FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for \_\_\_\_\_ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the Cost of Issuance Account of the Project Fund from \_\_\_\_\_ (the "Trustee") in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to be transferred from the Cost of Issuance Account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the [\_\_\_\_\_] Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of \_\_\_\_\_, 20\_\_ (the "Indenture") relating to the [INSERT NAME OF BONDS] (the "PID Bonds").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.



**DEVELOPER:**

TRIPLE "T" FARMS, LTD.,  
a Texas limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from Costs of Issuance Account upon delivery of the PID Bonds.

**CITY OF SANGER, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and possible action on Resolution No. R2026-14 of the City of Sanger, Texas, authorizing and creating the Triple T Ranch Public Improvement District within the extraterritorial jurisdiction of the City of Sanger, Texas, in accordance with Chapter 372 of the Texas Local Government Code.

**SUMMARY:**

- This resolution provides the following information:
  - Advisability of the Proposed Improvements
  - General Nature of Proposed Improvements
  - Estimated Costs of Authorized Improvements
  - Boundaries of Proposed District
  - Proposed Method of Assessments
  - Management of the District
  - Advisory Board

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

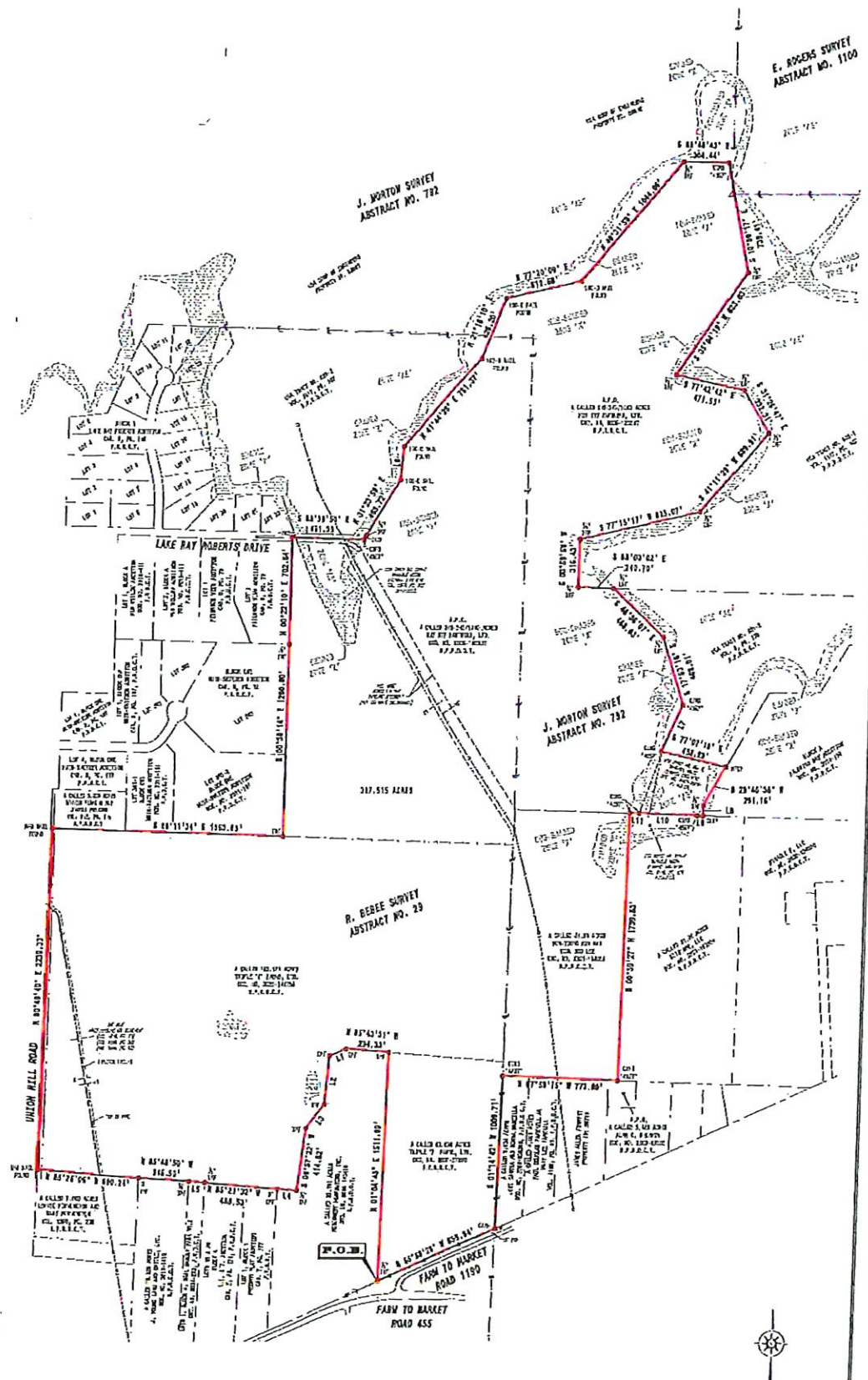
GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

N/A

**ATTACHMENTS:**

Location Map  
Resolution 2025-14



**CITY OF SANGER, TEXAS****RESOLUTION NO. 2026-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS AUTHORIZING AND CREATING THE TRIPLE T RANCH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sanger, Texas (the “**City**”), is authorized under Chapter 372 of the Texas Local Government Code (the “**Act**”), to create a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City; and

**WHEREAS**, on July 29, 2026, Triple "T" Farms, Ltd., a Texas limited partnership (the “**Petitioner**”) submitted and filed with the City Secretary of the City a petition (the “**Petition**”) requesting the establishment of a public improvement district for property within the extraterritorial jurisdiction of the City; and

**WHEREAS**, the Petition requested the creation of the Triple T Ranch Public Improvement District (the “**District**”), which District is located within the extraterritorial jurisdiction of the City and more particularly described by metes and bounds in Exhibit A and depicted in Exhibit B (the “**Property**”) each attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City Council of the City (the “**City Council**”) has investigated and determined that the facts contained in the Petition are true and correct; and

**WHEREAS**, after publishing notice in the *Denton Record-Chronicle*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is to be located or in which the improvements are to be undertaken, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, opened a public hearing on the advisability of the improvements on October 5, 2026, and after all interested parties were given the opportunity to speak, the City Council closed the public hearing.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on October 5, 2026, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements may include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, geothermal water conveyance, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (5) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (7) payment of expenses incurred in the establishment, administration and operation of the



District; and (8) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”). These Authorized Improvements promote the interests of the City and confer a special benefit upon the Property.

**(c) Estimated Costs of the Authorized Improvements and Apportionment of Costs.**

The estimated total costs to design, acquire, construct, and improve the Authorized Improvements, including payment of expenses to finance such public improvement projects such as eligible legal and financial fees and expenses incurred in the establishment, administration and operation of the District, is \$75,500,000 which costs shall be paid by assessments levied on the Property within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. The developer of the Property (the “**Developer**”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

**(d) Boundaries of the District.** The District is proposed to include approximately 387.515 acres of land generally located east of Union Hill Road, west of Jones Road, north of Farm to Market Road 1190 and south of Lake Ray Roberts Drive; and, as more particularly described in the metes and bounds in Exhibit A and depicted in Exhibit B, each attached hereto.

**(e) Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in full or in part at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Triple T Ranch Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. The City Council hereby authorizes and directs the City Secretary to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the District is located no later than October 12, 2026 in accordance with the Act.

Section 6. Effective upon the date of the passage of this Resolution, the District shall be established.

Section 7. This Resolution is effective immediately from and after the date of its passage in accordance with law.

*[Remainder of page left blank intentionally. Execution page follows.]*

**PASSED, APPROVED AND ADOPTED ON THE 5TH DAY OF OCTOBER, 2026.**

**CITY OF SANGER, TEXAS**

\_\_\_\_\_  
Gary Bilyeu, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Edwards, City Secretary

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2026 by Gary Bilyeu and Kelly Edwards as the Mayor and City Secretary, respectively, of the City of Sanger, Texas on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

387.515 ACRES  
 IN THE R. BEBEE SURVEY, A-29, AND  
 THE J. MORTON SURVEY, A-792,  
 DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1190, AT THE SOUTHWEST CORNER OF SAID 23.298 ACRE TRACT AND AT THE SOUTHEAST CORNER OF A CALLED 23.191 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HOMEQWEST HOMEBUYERS, INC. AS RECORDED IN DOCUMENT NUMBER 2006-145419 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST, WITH THE WEST LINE OF SAID 23.298 ACRE TRACT AND EAST LINE OF SAID 23.191 ACRE TRACT, A DISTANCE OF 1511.99 FEET TO AN IRON PIPE FOUND FOR CORNER IN THE SOUTH LINE OF SAID 138.124 ACRE TRACT, AT THE NORTHWEST CORNER OF SAID 23.298 ACRE TRACT COMMON TO THE NORTHEAST CORNER OF SAID 23.191 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 138.124 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 78 DEGREES 19 MINUTES 14 SECONDS WEST A DISTANCE OF 294.33 FEET TO AN IRON PIPE FOUND FOR CORNER;
2. SOUTH 67 DEGREES 28 MINUTES 45 SECONDS WEST A DISTANCE OF 122.01 FEET TO AN IRON PIPE FOUND FOR CORNER;
3. SOUTH 04 DEGREES 49 MINUTES 49 SECONDS WEST A DISTANCE OF 321.40 FEET TO AN IRON PIPE FOUND FOR CORNER;
4. SOUTH 37 DEGREES 54 MINUTES 04 SECONDS WEST A DISTANCE OF 196.69 FEET TO AN IRON PIPE FOUND FOR CORNER;
5. SOUTH 06 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 414.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

6. NORTH 86 DEGREES 09 MINUTES 21 SECONDS WEST A DISTANCE OF 129.04 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 23.191 ACRE TRACT;
7. NORTH 85 DEGREES 21 MINUTES 32 SECONDS WEST A DISTANCE OF 488.53 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
8. NORTH 85 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 105.80 FEET TO A 3/8-INCH IRON ROD FOUND FOR CORNER;
9. NORTH 85 DEGREES 48 MINUTES 50 SECONDS WEST A DISTANCE OF 346.50 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER;
10. NORTH 85 DEGREES 25 MINUTES 06 SECONDS WEST A DISTANCE OF 690.24 FEET TO A MAG NAIL FOUND FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS UNION HILL ROAD AND AT THE SOUTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE NORTH 00 DEGREES 49 MINUTES 40 SECONDS EAST, WITH THE WEST LINE OF SAID 138.124 ACRE TRACT AND ALONG OF SAID UNION HILL ROAD, A DISTANCE OF 2239.33 FEET TO A MAG NAIL FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE SOUTH 88 DEGREES 11 MINUTES 34 SECONDS EAST, WITH THE NORTH LINE OF SAID 138.124 ACRE TRACT, A DISTANCE OF 1563.65 FEET TO AN IRON ROD FOUND FOR CORNER, AT THE SOUTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 249-343/1000 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 00 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 1260.80 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
2. NORTH 00 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 702.64 FEET TO A PK NAIL SET FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS LAKE RAY ROBERTS DRIVE, AT THE NORTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE NORTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 88 DEGREES 38 MINUTES 50 SECONDS EAST, ALONG SAID LAKE RAY ROBERTS DRIVE, A DISTANCE OF 491.39 FEET TO A CAPPED IRON ROD SET (LABELED 4857, TYPICAL) FOR CORNER;
2. NORTH 31 DEGREES 23 MINUTES 59 SECONDS EAST, PASSING EN ROUTE AT A DISTANCE OF 34.38 FEET A 5/8-INCH IRON ROD FOUND FOR WITNESS AND CONTINUING ON SAID COURSE A TOTAL DISTANCE OF 463.72 FEET TO A 100-D NAIL FOUND FOR CORNER;
3. NORTH 04 DEGREES 35 MINUTES 10 SECONDS EAST A DISTANCE OF 219.51 FEET TO A 100-D NAIL FOUND FOR CORNER;

4. NORTH 41 DEGREES 44 MINUTES 26 SECONDS EAST A DISTANCE OF 781.37 FEET TO A 100-D NAIL FOUND FOR CORNER;
5. NORTH 21 DEGREES 18 MINUTES 10 SECONDS EAST A DISTANCE OF 426.20 FEET TO A 100-D NAIL FOUND FOR CORNER;
6. NORTH 77 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 512.68 FEET TO A 100-D NAIL FOUND FOR CORNER;
7. NORTH 40 DEGREES 31 MINUTES 58 SECONDS EAST A DISTANCE OF 1044.05 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 304.44 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. SOUTH 10 DEGREES 50 MINUTES 17 SECONDS EAST A DISTANCE OF 739.41 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
2. SOUTH 35 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 823.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
3. SOUTH 77 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 471.53 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
4. SOUTH 31 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 332.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
5. SOUTH 41 DEGREES 11 MINUTES 29 SECONDS WEST A DISTANCE OF 689.91 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
6. SOUTH 77 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 825.07 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
7. SOUTH 00 DEGREES 59 MINUTES 56 SECONDS WEST A DISTANCE OF 316.43 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 240.70 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER, AT THE NORTHWEST CORNER OF USA TRACT NO. 521-2 AS RECORDED IN VOLUME 6, PAGE 139 OF SAID REAL PROPERTY RECORDS;
9. SOUTH 46 DEGREES 36 MINUTES 07 SECONDS EAST A DISTANCE OF 468.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
10. SOUTH 17 DEGREES 53 MINUTES 16 SECONDS EAST A DISTANCE OF 468.01 FEET TO A CAPPED IRON ROD SET FOR CORNER;
11. SOUTH 24 DEGREES 34 MINUTES 33 SECONDS WEST A DISTANCE OF 334.70 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHWEST CORNER OF SAID USA TRACT NO. 521-2;
12. SOUTH 77 DEGREES 07 MINUTES 19 SECONDS EAST A DISTANCE OF 452.29 FEET TO A WOOD FENCE CORNER POST FOR CORNER;
13. SOUTH 29 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 291.16 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;



14. SOUTH 01 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 66.91 FEET TO A CAPPED IRON ROD FOUND FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 88 DEGREES 27 MINUTES 42 SECONDS WEST A DISTANCE OF 37.27 FEET TO A CAPPED IRON ROD SET FOR CORNER;
2. NORTH 87 DEGREES 54 MINUTES 41 SECONDS WEST A DISTANCE OF 399.58 FEET TO A CAPPED IRON ROD SET FOR CORNER;
3. NORTH 87 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 60.20 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 00 DEGREES 59 MINUTES 27 SECONDS WEST, WITH THE EAST LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 1759.53 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE NORTH 87 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 773.89 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID 23.298 ACRE TRACT AND AT THE SOUTHWEST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 1009.71 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHEAST CORNER OF SAID 23.298 ACRE TRACT;

THENCE SOUTH 65 DEGREES 58 MINUTES 26 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND SOUTH LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 855.84 FEET TO THE PLACE OF BEGINNING AND CONTAINING 387.515 ACRES OF LAND, MORE OR LESS.





## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and possible action on Ordinance No. 09-33-26 annexing for full purposes approximately 387 acres of land described as R. BEBEE SURVEY, A-29, and J. MORTON SURVEY. A-792 generally located north of FM 1190 and east of Union Hill Road, as well as approximately 0.75 acres of adjacent right-of-way owned by the Texas Department of Transportation.

**SUMMARY:**

- This property is currently identified as Triple "T" Farms.
- The property requesting annexation is currently within the City of Sanger ETJ.
- The service plan includes emergency services, solid waste, wastewater facilities, water facilities, road and streets, environmental health inspections and code enforcement services, Planning & Zoning services, parks, playgrounds, libraries, swimming pools, publicly owned facilities, and other services.

**FISCAL INFORMATION:**

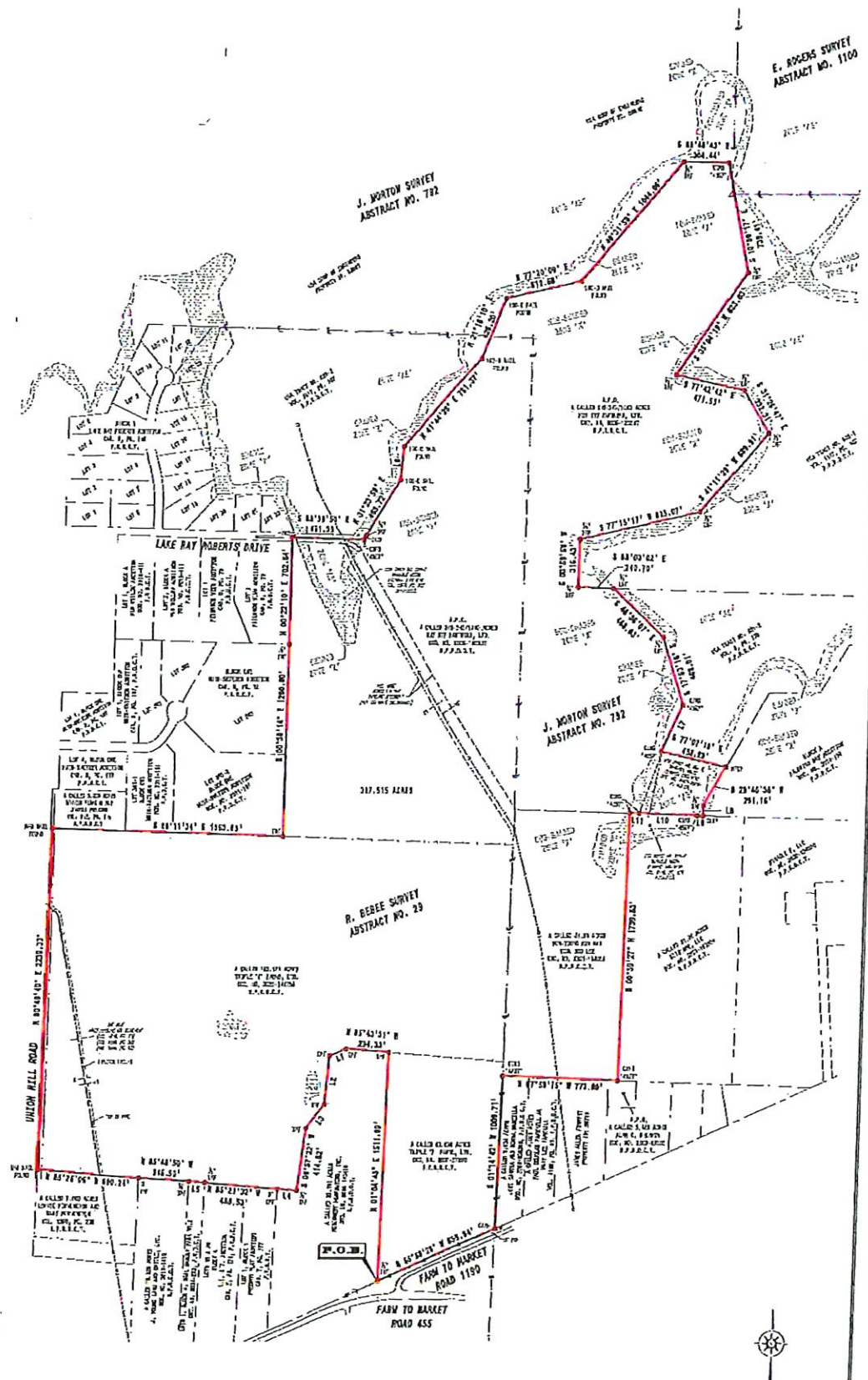
N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL

**ATTACHMENTS:**

Location Map  
Ordinance No. 09-33-26  
Exhibit A  
Conditional Annexation Petition



**CITY OF SANGER, TEXAS****ORDINANCE NO. 09-33-26**

**AN ORDINANCE OF THE CITY OF SANGER, TEXAS, ANNEXING ADJACENT AND CONTIGUOUS TERRITORY, AS DESCRIBED HEREIN, TO THE CITY OF SANGER, TEXAS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREAFTER ADOPTED; FURTHER PROVIDING FOR AMENDING AND CORRECTING THE OFFICIAL BOUNDARIES OF THE CITY AS HERETOFORE ADOPTED; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.**

**WHEREAS**, the City of Sanger, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code, has instituted annexation proceedings to annex additional territory lying adjacent to the City, which territory is described in Exhibit A, attached hereto and incorporated herein for all purposes; and

**WHEREAS**, all statutorily-mandated notices and other requirements were performed in accordance with Chapter 43 of the Texas Local Government Code and all other applicable laws; and

**WHEREAS**, in accordance with Chapter 43 of the Texas Local Government Code, the City entered into a written agreement for services with Triple "T" Farms Ltd. prior to adopting this Ordinance, which written agreement for services is incorporated as part of that certain Development Agreement between the City and Triple "T" Farms Ltd. effective October 5, 2026 (the "Development Agreement"); and

**WHEREAS**, the City and Triple "T" Farms Ltd. entered into the Development Agreement prior to the adoption of this Ordinance; and

**WHEREAS**, the adoption of this annexation ordinance during a Regular Session of the Sanger City Council on October 5, 2026, will complete the annexation proceedings relative to the territory to be annexed; and

**WHEREAS**, the territory to be annexed is contiguous and adjacent to the corporate limits of the City of Sanger, Texas, and meets all applicable size and shape requirements of state law governing eligibility for annexation; and

**WHEREAS**, the territory to be annexed includes (1) approximately 387 acres of land owned by Triple "T" Farms Ltd., which is being annexed with the prior written consent of the owner; and (2) right-of-way owned by the Texas Department of Transportation,

which is being annexed pursuant to and in compliance with Section 43.0156 of the Texas Local Government Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SANGER, TEXAS, THAT:**

**SECTION 1**

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2**

The property described herein and depicted in Exhibit A, attached hereto and incorporated herein for all purposes, shall be and is hereby annexed and brought within the corporate limits of the City of Sanger, Denton County, Texas, and same is hereby made a part of the City.

**SECTION 3**

The property described herein shall bear its pro rata share of the taxes levied by the City, and the inhabitants of the area herein annexed shall be entitled to all of the rights, privileges, and responsibilities of other citizens of the City and, subject to the Development Agreement terms, are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 4**

The official map and boundaries of the City heretofore adopted and amended be and are hereby amended so as to include the property described herein and depicted in Exhibit A as part of the City.

**SECTION 5**

The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to add the territory hereby annexed as required by law.

**SECTION 6**

The Mayor is hereby directed and authorized to file a certified copy of this Ordinance with the necessary governmental agencies.

**SECTION 7**

If any section, subsection, sentence, phrase, or word be found to be illegal, invalid,

unconstitutional or if any portion of said property is incapable of being annexed by the City of Sanger, Texas, for any reason whatsoever, the adjudication shall not affect another section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision to any other person or portion of said property, situation or circumstance, nor shall the adjudication affect any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City of Sanger, Texas. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part and to this end the provisions of this Ordinance are declared to be severable.

### **SECTION 8**

This Ordinance shall take effect and be in full force from and after its passage, as provided by the Revised Civil Statutes of the State of Texas.

**PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF SANGER, TEXAS, THIS 5<sup>th</sup> DAY OF OCTOBER, 2026.**

---

Gary Bilyeu, Mayor

**ATTEST:**

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Kelly Edwards, City Secretary



**Exhibit A**  
**Legal Description of Annexation Area**

**Triple "T" Farms Ltd. property:**

387.515 ACRES  
 IN THE R. BEBEE SURVEY, A-29, AND  
 THE J. MORTON SURVEY, A-792,  
 DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1190, AT THE SOUTHWEST CORNER OF SAID 23.298 ACRE TRACT AND AT THE SOUTHEAST CORNER OF A CALLED 23.191 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HOMEQWEST HOMEBUYERS, INC. AS RECORDED IN DOCUMENT NUMBER 2006-145419 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST, WITH THE WEST LINE OF SAID 23.298 ACRE TRACT AND EAST LINE OF SAID 23.191 ACRE TRACT, A DISTANCE OF 1511.99 FEET TO AN IRON PIPE FOUND FOR CORNER IN THE SOUTH LINE OF SAID 138.124 ACRE TRACT, AT THE NORTHWEST CORNER OF SAID 23.298 ACRE TRACT COMMON TO THE NORTHEAST CORNER OF SAID 23.191 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 138.124 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 78 DEGREES 19 MINUTES 14 SECONDS WEST A DISTANCE OF 294.33 FEET TO AN IRON PIPE FOUND FOR CORNER;
2. SOUTH 67 DEGREES 28 MINUTES 45 SECONDS WEST A DISTANCE OF 122.01 FEET TO AN IRON PIPE FOUND FOR CORNER;

3. SOUTH 04 DEGREES 49 MINUTES 49 SECONDS WEST A DISTANCE OF 321.40 FEET TO AN IRON PIPE FOUND FOR CORNER;
4. SOUTH 37 DEGREES 54 MINUTES 04 SECONDS WEST A DISTANCE OF 196.69 FEET TO AN IRON PIPE FOUND FOR CORNER;
5. SOUTH 06 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 414.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
6. NORTH 86 DEGREES 09 MINUTES 21 SECONDS WEST A DISTANCE OF 129.04 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 23.191 ACRE TRACT;
7. NORTH 85 DEGREES 21 MINUTES 32 SECONDS WEST A DISTANCE OF 488.53 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
8. NORTH 85 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 105.80 FEET TO A 3/8-INCH IRON ROD FOUND FOR CORNER;
9. NORTH 85 DEGREES 48 MINUTES 50 SECONDS WEST A DISTANCE OF 346.50 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER;
10. NORTH 85 DEGREES 25 MINUTES 06 SECONDS WEST A DISTANCE OF 690.24 FEET TO A MAG NAIL FOUND FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS UNION HILL ROAD AND AT THE SOUTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE NORTH 00 DEGREES 49 MINUTES 40 SECONDS EAST, WITH THE WEST LINE OF SAID 138.124 ACRE TRACT AND ALONG OF SAID UNION HILL ROAD, A DISTANCE OF 2239.33 FEET TO A MAG NAIL FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE SOUTH 88 DEGREES 11 MINUTES 34 SECONDS EAST, WITH THE NORTH LINE OF SAID 138.124 ACRE TRACT, A DISTANCE OF 1563.65 FEET TO AN IRON ROD FOUND FOR CORNER, AT THE SOUTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 249-343/1000 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 00 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 1260.80 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
2. NORTH 00 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 702.64 FEET TO A PK NAIL SET FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS LAKE RAY ROBERTS DRIVE, AT THE NORTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE NORTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 88 DEGREES 38 MINUTES 50 SECONDS EAST, ALONG SAID LAKE RAY ROBERTS DRIVE, A DISTANCE OF 491.39 FEET TO A CAPPED IRON ROD SET (LABELED 4857, TYPICAL) FOR CORNER;
2. NORTH 31 DEGREES 23 MINUTES 59 SECONDS EAST, PASSING EN ROUTE AT A DISTANCE OF 34.38 FEET A 5/8-INCH IRON ROD FOUND FOR WITNESS AND CONTINUING ON SAID COURSE A TOTAL DISTANCE OF 463.72 FEET TO A 100-D NAIL FOUND FOR CORNER;
3. NORTH 04 DEGREES 35 MINUTES 10 SECONDS EAST A DISTANCE OF 219.51 FEET TO A 100-D NAIL FOUND FOR CORNER;
4. NORTH 41 DEGREES 44 MINUTES 26 SECONDS EAST A DISTANCE OF 781.37 FEET TO A 100-D NAIL FOUND FOR CORNER;
5. NORTH 21 DEGREES 18 MINUTES 10 SECONDS EAST A DISTANCE OF 426.20 FEET TO A 100-D NAIL FOUND FOR CORNER;
6. NORTH 77 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 512.68 FEET TO A 100-D NAIL FOUND FOR CORNER;
7. NORTH 40 DEGREES 31 MINUTES 58 SECONDS EAST A DISTANCE OF 1044.05 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 304.44 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. SOUTH 10 DEGREES 50 MINUTES 17 SECONDS EAST A DISTANCE OF 739.41 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
2. SOUTH 35 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 823.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
3. SOUTH 77 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 471.53 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
4. SOUTH 31 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 332.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
5. SOUTH 41 DEGREES 11 MINUTES 29 SECONDS WEST A DISTANCE OF 689.91 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
6. SOUTH 77 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 825.07 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
7. SOUTH 00 DEGREES 59 MINUTES 56 SECONDS WEST A DISTANCE OF 316.43 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 240.70 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER, AT THE NORTHWEST CORNER OF USA TRACT NO. 521-2 AS RECORDED IN VOLUME 6, PAGE 139 OF SAID REAL PROPERTY RECORDS;
9. SOUTH 46 DEGREES 36 MINUTES 07 SECONDS EAST A DISTANCE OF 468.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;

10. SOUTH 17 DEGREES 53 MINUTES 16 SECONDS EAST A DISTANCE OF 468.01 FEET TO A CAPPED IRON ROD SET FOR CORNER;
11. SOUTH 24 DEGREES 34 MINUTES 33 SECONDS WEST A DISTANCE OF 334.70 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHWEST CORNER OF SAID USA TRACT NO. 521-2;
12. SOUTH 77 DEGREES 07 MINUTES 19 SECONDS EAST A DISTANCE OF 452.29 FEET TO A WOOD FENCE CORNER POST FOR CORNER;
13. SOUTH 29 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 291.16 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
14. SOUTH 01 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 66.91 FEET TO A CAPPED IRON ROD FOUND FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

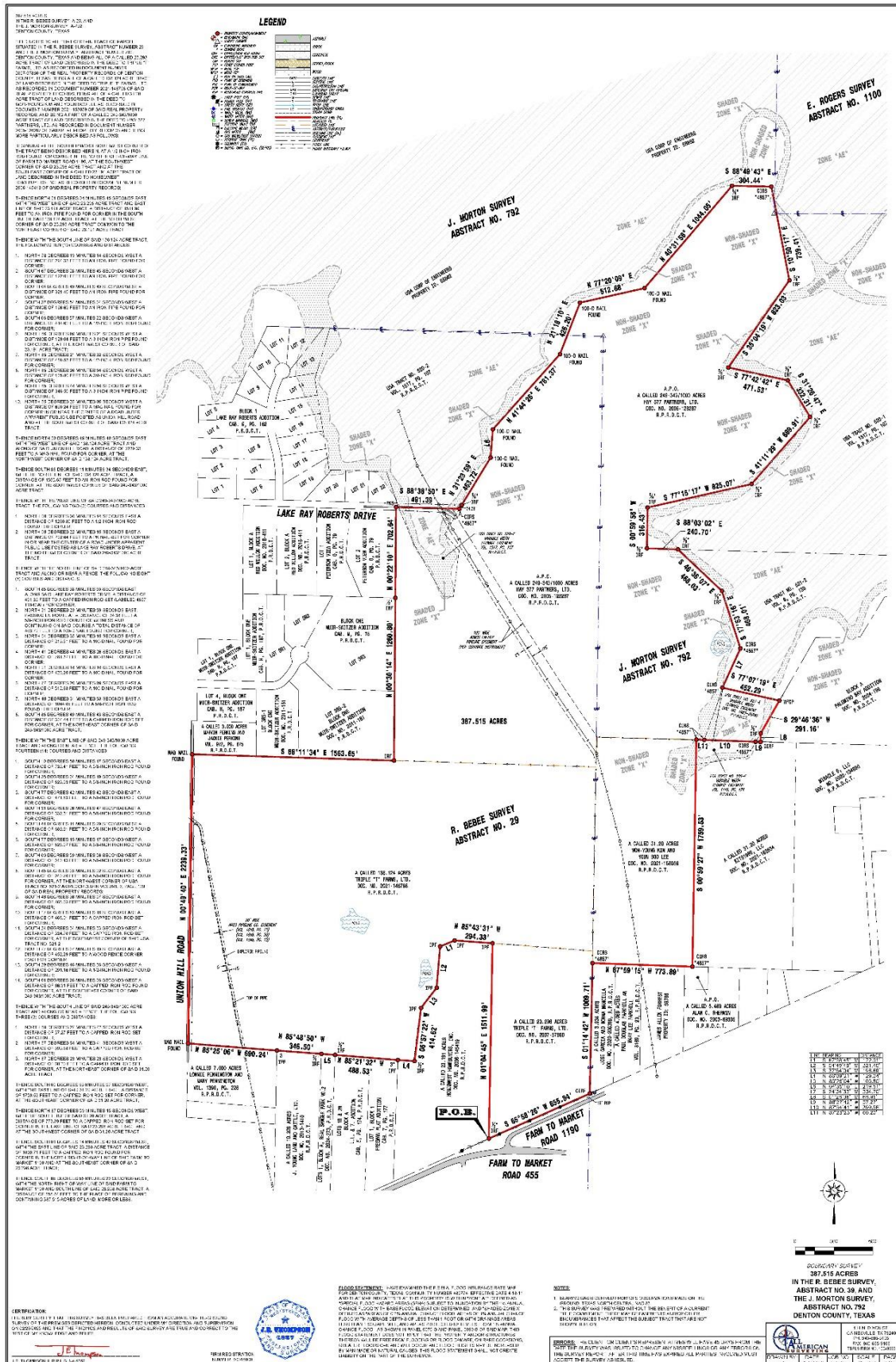
1. NORTH 88 DEGREES 27 MINUTES 42 SECONDS WEST A DISTANCE OF 37.27 FEET TO A CAPPED IRON ROD SET FOR CORNER;
2. NORTH 87 DEGREES 54 MINUTES 41 SECONDS WEST A DISTANCE OF 399.58 FEET TO A CAPPED IRON ROD SET FOR CORNER;
3. NORTH 87 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 60.20 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 00 DEGREES 59 MINUTES 27 SECONDS WEST, WITH THE EAST LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 1759.53 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE NORTH 87 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 773.89 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID 23.298 ACRE TRACT AND AT THE SOUTHWEST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 1009.71 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHEAST CORNER OF SAID 23.298 ACRE TRACT;

THENCE SOUTH 65 DEGREES 58 MINUTES 26 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND SOUTH LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 855.84 FEET TO THE PLACE OF BEGINNING AND CONTAINING 387.515 ACRES OF LAND, MORE OR LESS.



## **TxDOT Right-of-Way:**

0.75 ACRES  
IN THE REUBEN BEBEE SURVEY, A-29,  
CITY OF SANGER  
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE REUBEN BEBEE SURVEY, ABSTRACT NUMBER 29, DENTON COUNTY, TEXAS AND BEING A PART OF THE 90-FOOT-WIDE RIGHT-OF-WAY OF FARM TO MARKET 1190, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHERNMOST SOUTHWEST CORNER OF A CALLED 387.515 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE T FARMS LTD., AS RECORDED IN DOCUMENT NUMBER 2026-75585 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 65 DEGREES 58 MINUTES 26 SECONDS EAST, WITH THE SOUTH LINE OF SAID 387.515 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190, A DISTANCE OF 855.84 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE EAST LINE OF SAID SURVEY AND AT THE SOUTHEAST CORNER OF SAID 387.515 ACRE TRACT;

THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID SURVEY, A DISTANCE OF 33.77 FEET TO A POINT FOR CORNER;

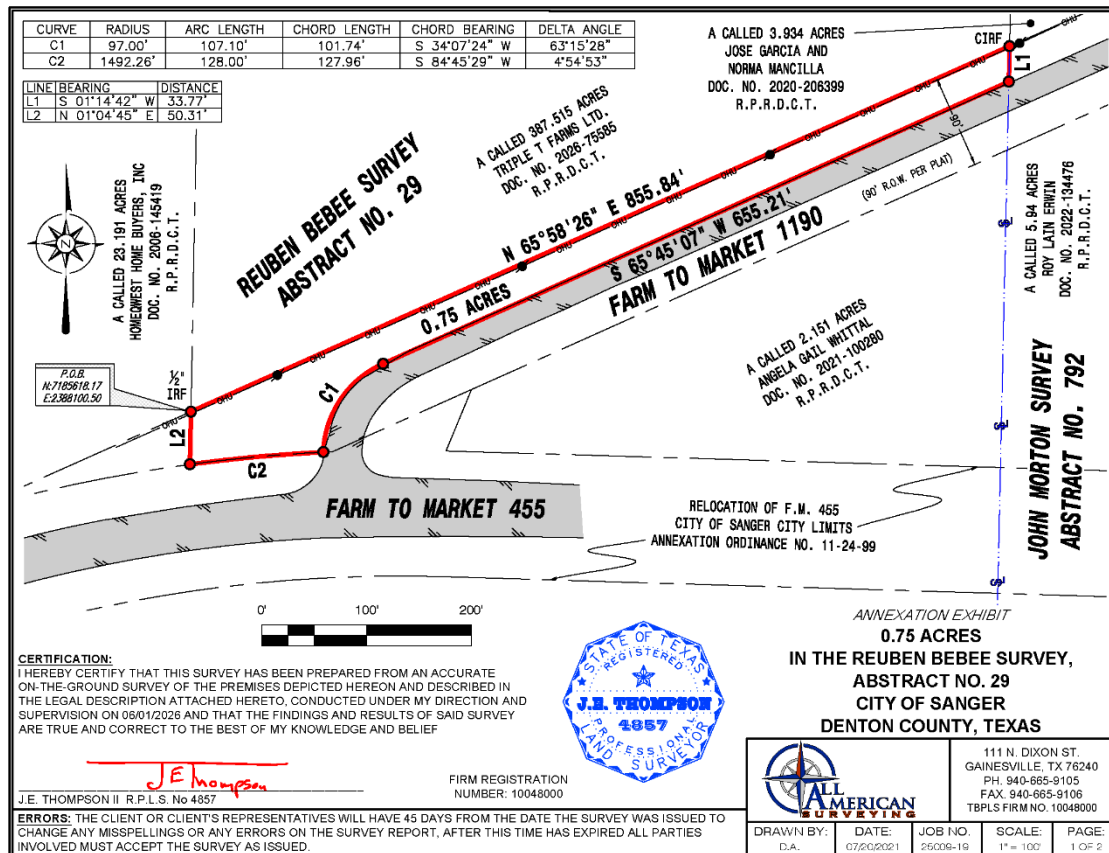
THENCE SOUTH 65 DEGREES 45 MINUTES 07 SECONDS WEST, ALONG THE EDGE OF THE ASPHALT OF SAID FARM TO MARKET 1190, A DISTANCE OF 655.21 FEET TO A POINT FOR CORNER;

THENCE ALONG THE EDGE OF THE ASPHALT OF SAID FARM TO MARKET 1190 AND WITH A CURVE TO THE LEFT AN ARC LENGTH OF 107.10 FEET, A RADIUS OF 97.00 FEET, AND WHOSE CHORD BEARS SOUTH 34 DEGREES 07 MINUTES 24 SECONDS WEST, WITH A CHORD LENGTH OF 101.74 FEET TO A POINT FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET 455 AND A NORTH LINE OF THE SANGER CITY LIMITS (ANNEXATION ORDINANCE NO. 11-24-99);

THENCE WITH A NORTH LINE OF THE SAID SANGER CITY LIMITS, THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 455 AND WITH A CURVE TO THE LEFT AN ARC LENGTH OF 128.00 FEET, A RADIUS OF 1492.26

FEET, AND WHOSE CHORD BEARS SOUTH 84 DEGREES 45 MINUTES 29 SECONDS WEST, WITH A CHORD LENGTH OF 127.96 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST A DISTANCE OF 50.31 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.75 ACRES OF LAND, MORE OR LESS.





# PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND TOWN COUNCIL OF THE CITY OF SANGER,  
TEXAS:

The undersigned (the "Petitioner"), respectfully petitions the City Council of the City of Sanger (the "City") for the annexation of the property described on Exhibit A (the "Property"), which is located in the City's extraterritorial jurisdiction. This Petition for Annexation is conditioned on, and shall become effective only upon, the City satisfying the following conditions prior to annexing the Property:

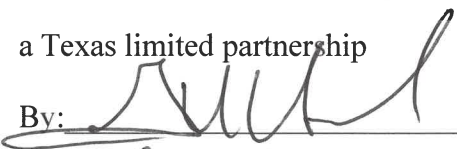
1. entering into a fully executed Development Agreement with the Petitioner pursuant to Section 212.172 of the Texas Local Government Code for the Property (the "Development Agreement");
2. entering into a fully executed agreement with the Bolivar Water Supply Corporation ("Bolivar") for the transfer of the water certificate of convenience and necessity for the Property from Bolivar to the City of Sanger;
3. creating a public improvement district encompassing the Property in accordance with Chapter 372, Texas Local Government Code, and in accordance with the terms of the Development Agreement; and
4. adopting an amendment to future land use component of the City's Comprehensive Plan to contemplate medium residential, consistent with the terms of the Development Agreement.

RESPECTFULLY SUBMITTED this the 8<sup>th</sup> day of September, 2026.

## OWNER:

TRIPLE "T" FARMS, LTD.,

a Texas limited partnership

By: 

Name: Gary Horne

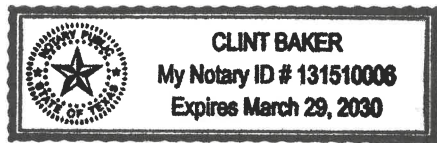
Title: Owner & President

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on Sept 8, 2026 by Gary Hazlewood President of Triple "T" Farms, Ltd., a Texas limited partnership, on behalf of said partnership.



  
\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**  
**Description of the Property**

387.515 ACRES  
 IN THE R. BEBEE SURVEY, A-29, AND  
 THE J. MORTON SURVEY, A-792,  
 DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1190, AT THE SOUTHWEST CORNER OF SAID 23.298 ACRE TRACT AND AT THE SOUTHEAST CORNER OF A CALLED 23.191 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HOMEQWEST HOMEBUYERS, INC. AS RECORDED IN DOCUMENT NUMBER 2006-145419 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST, WITH THE WEST LINE OF SAID 23.298 ACRE TRACT AND EAST LINE OF SAID 23.191 ACRE TRACT, A DISTANCE OF 1511.99 FEET TO AN IRON PIPE FOUND FOR CORNER IN THE SOUTH LINE OF SAID 138.124 ACRE TRACT, AT THE NORTHWEST CORNER OF SAID 23.298 ACRE TRACT COMMON TO THE NORTHEAST CORNER OF SAID 23.191 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 138.124 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 78 DEGREES 19 MINUTES 14 SECONDS WEST A DISTANCE OF 294.33 FEET TO AN IRON PIPE FOUND FOR CORNER;
2. SOUTH 67 DEGREES 28 MINUTES 45 SECONDS WEST A DISTANCE OF 122.01 FEET TO AN IRON PIPE FOUND FOR CORNER;
3. SOUTH 04 DEGREES 49 MINUTES 49 SECONDS WEST A DISTANCE OF 321.40 FEET TO AN IRON PIPE FOUND FOR CORNER;
4. SOUTH 37 DEGREES 54 MINUTES 04 SECONDS WEST A DISTANCE OF 196.69 FEET TO AN IRON PIPE FOUND FOR CORNER;

5. SOUTH 06 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 414.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
6. NORTH 86 DEGREES 09 MINUTES 21 SECONDS WEST A DISTANCE OF 129.04 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 23.191 ACRE TRACT;
7. NORTH 85 DEGREES 21 MINUTES 32 SECONDS WEST A DISTANCE OF 488.53 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
8. NORTH 85 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 105.80 FEET TO A 3/8-INCH IRON ROD FOUND FOR CORNER;
9. NORTH 85 DEGREES 48 MINUTES 50 SECONDS WEST A DISTANCE OF 346.50 FEET TO A 3-INCH IRON PIPE FOUND FOR CORNER;
10. NORTH 85 DEGREES 25 MINUTES 06 SECONDS WEST A DISTANCE OF 690.24 FEET TO A MAG NAIL FOUND FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS UNION HILL ROAD AND AT THE SOUTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE NORTH 00 DEGREES 49 MINUTES 40 SECONDS EAST, WITH THE WEST LINE OF SAID 138.124 ACRE TRACT AND ALONG OF SAID UNION HILL ROAD, A DISTANCE OF 2239.33 FEET TO A MAG NAIL FOUND FOR CORNER, AT THE NORTHWEST CORNER OF SAID 138.124 ACRE TRACT;

THENCE SOUTH 88 DEGREES 11 MINUTES 34 SECONDS EAST, WITH THE NORTH LINE OF SAID 138.124 ACRE TRACT, A DISTANCE OF 1563.65 FEET TO AN IRON ROD FOUND FOR CORNER, AT THE SOUTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 249-343/1000 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 00 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 1260.80 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
2. NORTH 00 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 702.64 FEET TO A PK NAIL SET FOR CORNER IN OR NEAR THE CENTER OF A ROAD UNDER APPARENT PUBLIC USE POSTED AS LAKE RAY ROBERTS DRIVE, AT THE NORTHWEST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE NORTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 88 DEGREES 38 MINUTES 50 SECONDS EAST, ALONG SAID LAKE RAY ROBERTS DRIVE, A DISTANCE OF 491.39 FEET TO A CAPPED IRON ROD SET (LABELED 4857, TYPICAL) FOR CORNER;
2. NORTH 31 DEGREES 23 MINUTES 59 SECONDS EAST, PASSING EN ROUTE AT A DISTANCE OF 34.38 FEET A 5/8-INCH IRON ROD FOUND FOR WITNESS AND CONTINUING ON SAID COURSE A TOTAL DISTANCE OF 463.72 FEET TO A 100-D NAIL FOUND FOR CORNER;

3. NORTH 04 DEGREES 35 MINUTES 10 SECONDS EAST A DISTANCE OF 219.51 FEET TO A 100-D NAIL FOUND FOR CORNER;
4. NORTH 41 DEGREES 44 MINUTES 26 SECONDS EAST A DISTANCE OF 781.37 FEET TO A 100-D NAIL FOUND FOR CORNER;
5. NORTH 21 DEGREES 18 MINUTES 10 SECONDS EAST A DISTANCE OF 426.20 FEET TO A 100-D NAIL FOUND FOR CORNER;
6. NORTH 77 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 512.68 FEET TO A 100-D NAIL FOUND FOR CORNER;
7. NORTH 40 DEGREES 31 MINUTES 58 SECONDS EAST A DISTANCE OF 1044.05 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 304.44 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE EAST LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. SOUTH 10 DEGREES 50 MINUTES 17 SECONDS EAST A DISTANCE OF 739.41 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
2. SOUTH 35 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 823.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
3. SOUTH 77 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 471.53 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
4. SOUTH 31 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 332.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
5. SOUTH 41 DEGREES 11 MINUTES 29 SECONDS WEST A DISTANCE OF 689.91 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
6. SOUTH 77 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 825.07 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
7. SOUTH 00 DEGREES 59 MINUTES 56 SECONDS WEST A DISTANCE OF 316.43 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
8. SOUTH 88 DEGREES 03 MINUTES 02 SECONDS EAST A DISTANCE OF 240.70 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER, AT THE NORTHWEST CORNER OF USA TRACT NO. 521-2 AS RECORDED IN VOLUME 6, PAGE 139 OF SAID REAL PROPERTY RECORDS;
9. SOUTH 46 DEGREES 36 MINUTES 07 SECONDS EAST A DISTANCE OF 468.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
10. SOUTH 17 DEGREES 53 MINUTES 16 SECONDS EAST A DISTANCE OF 468.01 FEET TO A CAPPED IRON ROD SET FOR CORNER;
11. SOUTH 24 DEGREES 34 MINUTES 33 SECONDS WEST A DISTANCE OF 334.70 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHWEST CORNER OF SAID USA TRACT NO. 521-2;
12. SOUTH 77 DEGREES 07 MINUTES 19 SECONDS EAST A DISTANCE OF 452.29 FEET TO A WOOD FENCE CORNER POST FOR CORNER;
13. SOUTH 29 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 291.16 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

14. SOUTH 01 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 66.91 FEET TO A CAPPED IRON ROD FOUND FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 88 DEGREES 27 MINUTES 42 SECONDS WEST A DISTANCE OF 37.27 FEET TO A CAPPED IRON ROD SET FOR CORNER;
2. NORTH 87 DEGREES 54 MINUTES 41 SECONDS WEST A DISTANCE OF 399.58 FEET TO A CAPPED IRON ROD SET FOR CORNER;
3. NORTH 87 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 60.20 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 00 DEGREES 59 MINUTES 27 SECONDS WEST, WITH THE EAST LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 1759.53 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE NORTH 87 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 773.89 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID 23.298 ACRE TRACT AND AT THE SOUTHWEST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 1009.71 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHEAST CORNER OF SAID 23.298 ACRE TRACT;

THENCE SOUTH 65 DEGREES 58 MINUTES 26 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND SOUTH LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 855.84 FEET TO THE PLACE OF BEGINNING AND CONTAINING 387.515 ACRES OF LAND, MORE OR LESS.



## CITY COUNCIL COMMUNICATION

**DATE:** October 5, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and possible action on Ordinance No. 09-34-26 establishing Planned Development (PD) zoning for approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792, generally located north of FM 1190 and east of Union Hill Road.

**SUMMARY:**

- The property consists of 387.515 acres.
- The property is currently within the City's ETJ.
- The property is currently completely undeveloped, with no existing structures.
- Planning & Zoning recommended denial on 9-14-26.

**FISCAL INFORMATION:**

N/A

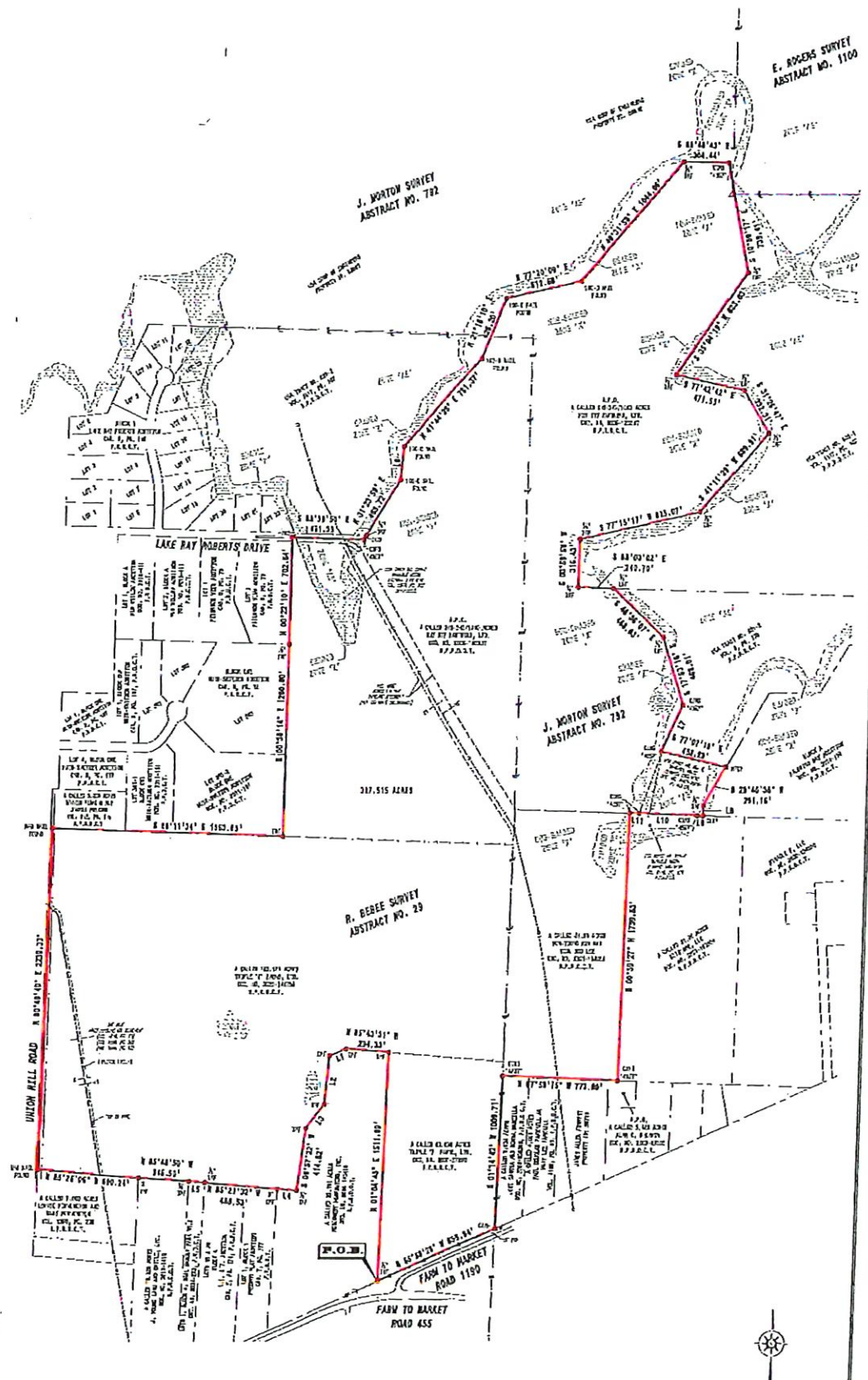
**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map  
Ordinance No. 09-34-26 with Exhibits A, B, & C  
Application  
Letter of Intent  
Response Forms 1-18 – Opposed  
Response Form 19 – In Favor





**CITY OF SANGER, TEXAS ORDINANCE  
09-34-26**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REGARDING AMENDING THE ZONING MAP TO ESTABLISH PLANNED DEVELOPMENT DISTRICT (PD) ZONING ON APPROXIMATELY 387.515 ACRES OF NEWLY ANNEXED LAND DESCRIBED AS ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS TO; AMENDING ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sanger (the "City") is a home rule municipality regulated by state law and Charter; and

**WHEREAS**, the City Council finds it necessary for the public health, safety, and welfare that development occur in a controlled and orderly manner; and

**WHEREAS**, on October 5, 2026, the City Council adopted Ordinance No. 09-32-26 amending the Future Land Use Map of the City's Comprehensive Plan to designate the future land use of the property described on Exhibit A of the Ordinance (the "Property") to Medium Residential; and

**WHEREAS**, the City Council finds that this Ordinance is consistent with and in accordance with the Comprehensive Plan, as amended by Ordinance No. 09-32-26; and

**WHEREAS**, the Planning and Zoning Commission on September 14, 2026, duly conducted a public hearing for the purpose of assessing a request for amendment to the Zoning Map for the Property; and

**WHEREAS**, all requests for amendment to the Zoning Map were duly filed with the City of Sanger, Texas, concerning the Property; and

**WHEREAS**, notice of the public hearings on the proposed amendment to the City's Zoning Map to establish Planned Development (PD) zoning for the Property was duly given in the time and manner required by Chapter 211 of the Texas Local Government Code, the City's regulations as applicable, publication of notice in the City's designated official newspaper, and publication of notice on the City's Internet website; written notice mailed or otherwise delivered within two hundred feet (200') of the Property, and to each school district in which the Property is located; posting and maintenance of the notice sign required by Section 211.0073 of the Texas Local Government Code on the Property or on an applicable public right-of-way; and delivery of any additional notice required by law, if any, all as evidenced by the affidavits, applicable certificates, and other proofs of notice on file with the City Secretary; and

**WHEREAS**, the City Council intends and finds that this Ordinance is a municipal proposal to adopt a zoning overlay district that will have the effect of allowing more residential development than allowed without the overlay, and will include the Property which is an area along a major roadway, highway, or transit corridor, and the zoning proposed by this Ordinance is therefore a "proposed comprehensive zoning change" as defined in Section 211.0011, Texas Local Government Code; and

**WHEREAS**, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

**SECTION 1.** That an amendment to the Zoning Map to establish Planned Development (PD) zoning is hereby granted for the approximately 387.515-acre property described on Exhibit A of this Ordinance (the "Property"). The Property shall be developed and used in accordance with the Development Standards described on Exhibit B of this Ordinance and the Concept Plan attached as Exhibit C of this Ordinance. The Concept Plan attached as Exhibit C of this Ordinance may be amended in accordance with the terms of that certain Development Agreement between the City of Sanger and Triple "T" Farms, Ltd. dated October 5, 2026.

**SECTION 2.** That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

**SECTION 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this

Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

**SECTION 4.** Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

**SECTION 5.** This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED AND APPROVED** by the City Council of the City of Sanger, Texas, on this 5<sup>th</sup> day of October, 2026.

**APPROVED:**

\_\_\_\_\_  
Gary Bilyeu, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Edwards, City Secretary

Exhibit A to PD Ordinance  
Legal Description

387.515 ACRES  
IN THE R. BEBEE SURVEY, A-29, AND  
THE J. MORTON SURVEY, A-792,  
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL SITUATED IN THE R. BEBEE SURVEY, ABSTRACT NUMBER 29 AND THE J. MORTON SURVEY, ABSTRACT NUMBER 792, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 23.298 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2007-57890 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 138.124 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO TRIPLE "T" FARMS, LTD. AS RECORDED IN DOCUMENT NUMBER 2021-146798 OF SAID REAL PROPERTY RECORDS, BEING ALL OF A CALLED 31.20 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WON-YOUNG KIM AND YOUN SOO LEE AS RECORDED IN DOCUMENT NUMBER 2021-158059 OF SAID REAL PROPERTY RECORDS, AND BEING A PART OF A CALLED 249-343/1000 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HWY 377 PARTNERS, LTD. AS RECORDED IN DOCUMENT NUMBER 2005-128287 OF SAID REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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9. SOUTH 46 DEGREES 36 MINUTES 07 SECONDS EAST A DISTANCE OF 468.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;
10. SOUTH 17 DEGREES 53 MINUTES 16 SECONDS EAST A DISTANCE OF 468.01 FEET TO A CAPPED IRON ROD SET FOR CORNER;
11. SOUTH 24 DEGREES 34 MINUTES 33 SECONDS WEST A DISTANCE OF 334.70 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHWEST CORNER OF SAID USA TRACT NO. 521-2;
12. SOUTH 77 DEGREES 07 MINUTES 19 SECONDS EAST A DISTANCE OF 452.29 FEET TO A WOOD FENCE CORNER POST FOR CORNER;
13. SOUTH 29 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 291.16 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;
14. SOUTH 01 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 66.91 FEET TO A CAPPED IRON ROD FOUND FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 249-343/1000 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 249-343/1000 ACRE TRACT AND ALONG OR NEAR A FENCE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 88 DEGREES 27 MINUTES 42 SECONDS WEST A DISTANCE OF 37.27 FEET TO A CAPPED IRON ROD SET FOR CORNER;
2. NORTH 87 DEGREES 54 MINUTES 41 SECONDS WEST A DISTANCE OF 399.58 FEET TO A CAPPED IRON ROD SET FOR CORNER;
3. NORTH 87 DEGREES 23 MINUTES 23 SECONDS WEST A DISTANCE OF 60.20 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE NORTHEAST CORNER OF SAID 31.20 ACRE TRACT;



THENCE SOUTH 00 DEGREES 59 MINUTES 27 SECONDS WEST, WITH THE EAST LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 1759.53 FEET TO A CAPPED IRON ROD SET FOR CORNER, AT THE SOUTHEAST CORNER OF SAID 31.20 ACRE TRACT;

THENCE NORTH 87 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 31.20 ACRE TRACT, A DISTANCE OF 773.89 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID 23.298 ACRE TRACT AND AT THE SOUTHWEST CORNER OF SAID 31.20 ACRE TRACT;

THENCE SOUTH 01 DEGREES 14 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 1009.71 FEET TO A CAPPED IRON ROD FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND AT THE SOUTHEAST CORNER OF SAID 23.298 ACRE TRACT;

THENCE SOUTH 65 DEGREES 58 MINUTES 26 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 1190 AND SOUTH LINE OF SAID 23.298 ACRE TRACT, A DISTANCE OF 855.84 FEET TO THE PLACE OF BEGINNING AND CONTAINING 387.515 ACRES OF LAND, MORE OR LESS.

Exhibit B to PD Ordinance  
Development Standards

**I. Definitions**

Defined terms in this exhibit shall have the same meaning attributed to them in the body of this Agreement.

**II. Uses**

The following uses of the Property are permitted by right:

- Accessory uses customarily incidental to and maintained and operated as a part of the principal use, including, but not limited to, home occupations  
Accessory dwelling units, but only on lots that are a minimum of one half acre in size
- Agricultural uses
- Amenity center
- Community and/or recreation center with or without swimming pools and tennis courts;
- Day care, day camp, or child care centers as part of an amenity center
- Hike and bike trails and paths
- Lakes
- Model homes
- Open space
- Petroleum and gas well development
- Public or private parks, playgrounds, athletic fields, community buildings, and other similar recreational facilities
- Public or private schools
- Public or private tennis courts+-
- Recreational facilities
- Single family residential uses
- Temporary batch plant (concrete or asphalt) associated with development of the Property
- Temporary buildings for uses incidental to construction work on the premises or sale or marketing of homes on the premises, which temporary buildings shall be removed upon the completion or abandonment of construction work and sales of homes within the development

**III. Lot Regulations and Design Standards**

| Minimum Lot Dimension | Minimum Lot Size (SF) | Maximum # of Homes | Minimum House Size (SF)* |
|-----------------------|-----------------------|--------------------|--------------------------|
| 40'x120'              | 4,800                 | 127                | 1,650                    |
| 50'x120'              | 6,000                 | 584                | 2,000                    |
| 60'x120'              | 7,200                 | 96                 | 2,250                    |
| 70'x150'              | 10,500                | 176                | 2,250                    |
| 110'x200'             | 22,000                | 78                 | 3,000                    |
| <b>TOTAL</b>          |                       | <b>1,061</b>       |                          |

\*Minimum House Size is defined as air-conditioned area of house.

| Minimum Lot Dimension* | Minimum Front Yard Building Setback** | Minimum Rear Yard Building Setback** | Minimum Interior Side Yard Building Setback** | Minimum Corner Side Yard Building Setback | Maximum Lot Coverage (Building Footprint) | Maximum Building Height |
|------------------------|---------------------------------------|--------------------------------------|-----------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------|
| 40'x120'               | 25'                                   | 15'                                  | 5'                                            | 5'                                        | 65%                                       | 40'                     |
| 50'x120'               | 25'                                   | 15'                                  | 5'                                            | 5'                                        | 65%                                       | 40'                     |
| 60'x120'               | 25'                                   | 15'                                  | 5'                                            | 5'                                        | 65%                                       | 40'                     |
| 70'x150'               | 25'                                   | 20'                                  | 5'                                            | 5'                                        | 65%                                       | 40'                     |
| 110'x200'              | 25'                                   | 25'                                  | 10'                                           | 5'                                        | 65%                                       | 40'                     |

\*Notwithstanding anything to the contrary in this Agreement or on the Concept Plan, the minimum lot depth for all lots located along a cul-de-sac or eyebrow may have a reduced lot depth of 95 feet. Lot widths are measured at the rear of the required front yard setback as shown on final plats.

\*\*Porches and architectural features such as stoops, overhangs, courtyard walls, steps, railing, lighting, chimneys, and bay windows may extend into front and rear yard building setbacks a maximum of five feet. Swimming pool decking and paving shall not be required to meet side or rear building setbacks. Swimming pools must only meet a five foot minimum rear and side yard building setback.

Notwithstanding the tables above, outdoor living and entertainment areas shall have a minimum rear yard setback of five feet. For purposes of this section, "outdoor living and entertainment areas" shall mean any patio, deck, grill, pool sitting area, or other outdoor space or amenity which is designed or used for outdoor living and entertaining.

No regulations that are specific to a particular zoning district shall apply, and if the Property is zoned as a planned development, no base zoning district shall apply.

All residential dwellings may have front, side, or rear entry garages. A minimum of two enclosed parking spaces shall be required for each single family residence. Split garage doors are not required.

All single family homes shall comply with the City's Exterior Facade Design Criteria Manual as adopted on October 7, 2019. No other building material or aesthetic regulations shall apply except requirements contained on this **Exhibit E**. For purposes of this Exhibit E and any other adopted City regulations that apply as part of the Development Regulations, the term "masonry" shall mean stone or brick laid up unit by unit and set in mortar (including cultured stone), cementitious fiberboard, or stucco.

The use of color on the exterior of a residence shall be restricted to earth tones or natural colors. No bright, unfinished, or mirrored exterior residential surfaces are permitted.

The residential facade "non-repeat" standard shall be:

- (1) Two dwellings with the same floor plan and architectural elevation must have at least three lots of separation between them on the same side of a street and must not be directly across the street from each other.
- (2) Two dwellings with the same floor plan but a different architectural elevation must have at least two lots of separation between them on the same side of a street and must not be directly across the street from each other.

Roads leading into the Property will contain a combination of entry monumentation, landscaping, screening walls or fences constructed of brick, stone, or wrought iron, and community signage.

If a community trail is proposed along a street or thoroughfare, the trail will take the place of any required sidewalk adjacent to the roadway. For purposes of this paragraph, a community trail means a minimum six-foot wide concrete trail.

Mailboxes shall be dual boxes or cluster boxes as required by the Sanger postmaster.

Sidewalks/Trails may be located outside public right-of-way if located within an adjacent open space lot for pedestrian access to allow for meandering sidewalks and trails. Interior residential street right-of-way shall include sidewalks a minimum of four feet in width and constructed by homebuilders at time of adjacent house construction. Open space lots improvements and corresponding sidewalks shall be installed by the developer.

Screening walls or fences shall be constructed along Union Hill Road and FM 1190 and will consist of a combination of brick, stone, wrought iron, and/or tubular steel and landscaping. Floodplain, flowage easements, parks open spaces are exempt from these screening requirements.

Residential privacy fences installed by homebuilders on side yards and rear yards shall be a maximum of six feet in height, setback a minimum of five feet from the front building line, and constructed of stained wood. Fencing shall be constructed where the structural supports are not visible from the public right-of-way.

Fencing abutting open space lots shall be restricted to black tubular steel fencing and a brick or stone masonry courtyard wall under 42 inches. Landscape borders and hedges are permitted.

Electrical, gas meters and AC components should be located behind front or side street setbacks and screened from view by landscaping.

Solar panels when visible from the front street shall be flush with the roof.

Trash containers shall be stored in an enclosed area, fenced, or screened from view from adjacent streets or common open spaces.

#### **IV. Landscape Requirements and Entry Requirements**

Roads leading into the Property will contain a combination of entry monumentation, landscaping, screening walls or fences (constructed of brick, stone, or wrought iron), and community signage. Decorative or textured pavement may be used.

A landscaped buffer area consisting of trees, turf, or other living ground cover, or necessary detention ponds, shall be provided adjacent to and outside of the rights-of-way for all areas adjacent to Union Hill Road and FM 1190. The buffer shall contain a minimum of one four-inch caliper large canopy tree for every 75 linear feet of roadway, and one evergreen tree that is a minimum of six feet in height for every 50 linear feet of roadway. The buffer described in this paragraph shall be provided in lieu of any other requirement for a landscaped buffer or landscaping along Union Hill Road and FM 1190.

Each residential lot shall have a minimum of two shade trees, each a minimum of three inches in caliper at the time of planting. One shade tree shall be planted in the front portion of the lot and the other in the rear portion of the lot. In addition, each residential lot shall have a minimum of ten shrubs planted in the front yard, each a minimum of three gallons in size at the time of planting.

Each residential lot shall have an irrigation system in the front yard and street corner side yards. Irrigation shall also be installed in the rear yard unless synthetic turf is installed. Synthetic turf is permitted in rear yards.

The requirements above, as well as the open space landscaping requirements below, shall be the exclusive landscaping requirements applicable to the Property.

The City has not adopted tree mitigation or preservation ordinances. In the event the City adopts such an ordinance after the Effective Date, the ordinance shall not apply to the Property during the term of this Agreement.

Screening walls and fences will be constructed along Union Hill Road and FM 1190 and will consist of a combination of brick, stone or wrought iron and landscaping. Floodplain, flowage easements, and open spaces are exempt from these screening requirements.

Residential fences facing open spaces or Corps of Engineer property must be wrought iron. Rear and side yard fences facing residences outside of the Property may utilize wood privacy fencing.

## **V. Homeowners Association**

A permanent and mandatory homeowners association ("HOA") will be established by recorded covenants, conditions, and restrictions ("CCRs"), and all residential lots shall be subject to the CCRs. The CCRs will be finalized before the fifth residential unit (excluding models) is constructed. The HOA will have the authority to levy annual dues against any and all residential lots, which dues will constitute an enforceable and foreclosable lien against each respective lot.

Common areas, parks, playgrounds, lakes, hike and bike trails, entries, and internal street medians will be maintained by the HOA, and perpetual maintenance thereof will be required by the CCRs.

## **VI. Open Space**

Open space areas designated on the Concept Plan shall include the following amenities (the "Required Amenities"):

### **Public Trail System & Surrounding Open Space**

- Construction of a minimum six-foot wide, four-inch thick concrete trail system as shown on Concept Plan located within a public access easement. Trails may be less than six feet in width where restricted by pipeline easements or other unavoidable restrictions.
- Trail System will include a combination of benches, sitting areas, landscaping, signage, lighting, bike racks, trash cans, dog waste stations, which shall also be located within a public access easement.

### **Amenity Center**

- At least one amenity center that must include a community swimming pool, at least one shade structure, seating areas, parking spaces, restroom facilities, walking paths, and landscaping. These facilities will not be accessible to the general public.

### **Parks**

- At least one commercial grade playground area, which will be accessible to the public.
- Pocket park areas with a combination of landscaping, seating areas, and connecting to the trail system, which will be accessible to the public.

The Required Amenities may be installed in phases as each open space area designated on the Concept Plan is platted and improved with an adjacent development phase. The Required Amenities are conceptually shown on the Concept Plan. The homeowners association for the Property will be responsible for maintaining the Required Amenities and open space areas within the Property.

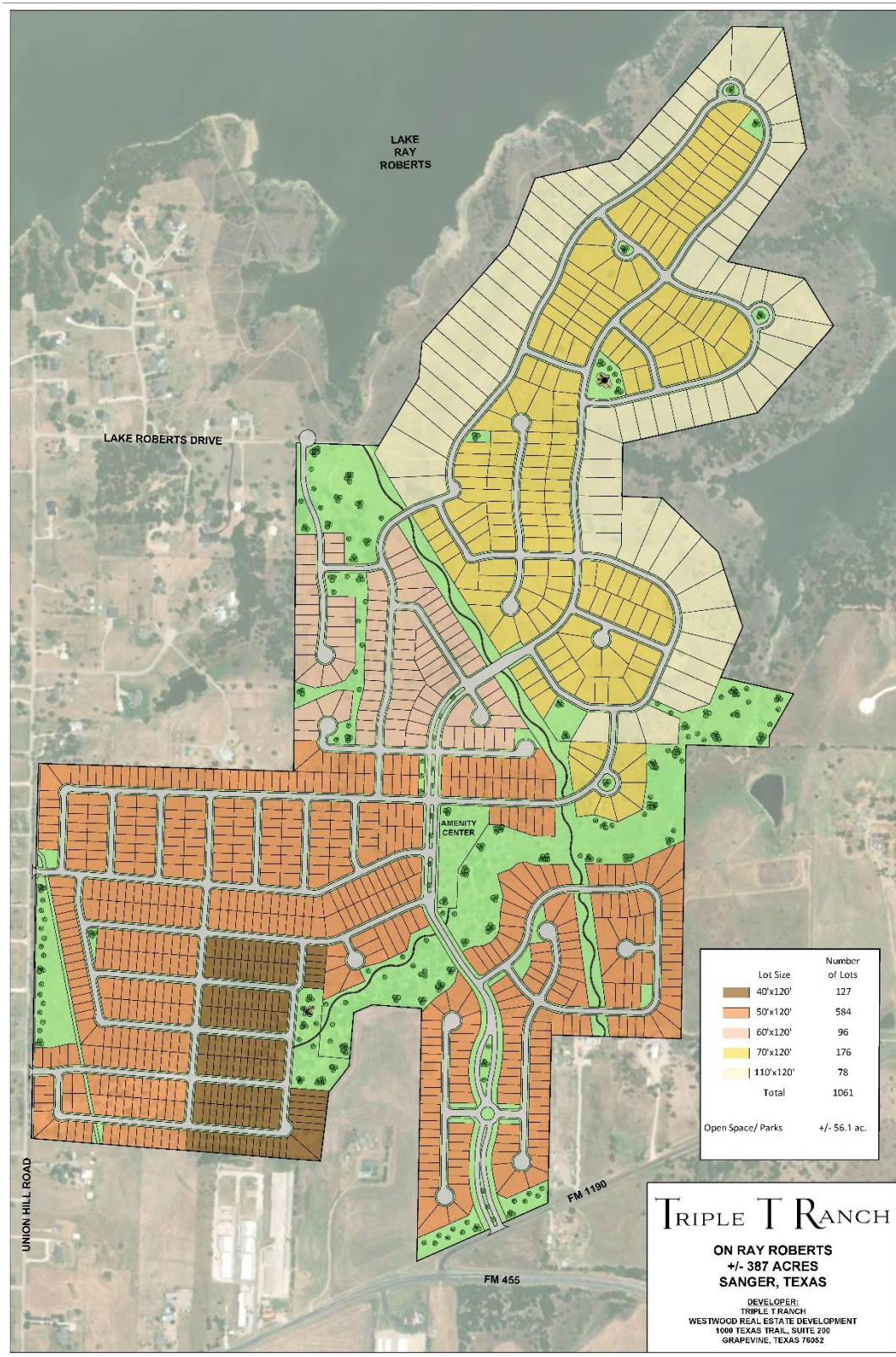
## **VII. Special Regulations**

1. No approved preliminary plat shall expire if an application for a final plat for all or a portion of the property shown on the preliminary plat is filed with the City within two years after the date of approval of the preliminary plat.
2. Civil plans for public improvements associated with a plat shall be reviewed and approved, approved subject to conditions, or denied within 30 days after they are submitted to the City. If no action is taken within such 30-day period, the plans shall be deemed approved. The approval of civil plans shall not be unreasonably withheld, conditioned, or delayed.
3. No plat shall be denied on the basis that it fails to comply with the comprehensive plan, any other City plan, or zoning regulations if the plat complies with this Agreement and the Development Regulations.

4. The Property may be preliminary platted and final platted in phases.
5. A preapplication conference may be held prior to filing a plat application.
6. A plat shall be approved if it complies with this Agreement.
7. The preliminary lot layout shown on the Concept Plan shall control over anything to the contrary in the Subdivision Regulations.
8. Double frontage lots are permitted.
9. Lots may be placed at right angles to each other.
10. Zoning of the Property is not required as a condition to platting any portion of the Property.
11. Plats are not required to show building lines.
12. When velocities are less than 5fps, channel velocity increases up to 5% are acceptable if the downstream owner accepts the increase. When velocities are above 6 fps, no more than 1% velocity increase is acceptable.



Exhibit C to PD Ordinance  
Concept Plan





AMENITY CENTER SKETCH CONCEPT 2

TRIPLE T RANCH

JANUARY 27, 2026







201 Bolivar Street/PO Box 1729 • Sanger, TX 76266  
940-458-2059(office) 940-458-4072(fax) www.sangertexas.org

### ZONING CHANGE/SUP APPLICATION

☒ Zoning Change ☐ Specific Use Permit

| Applicant        |                            | Owner (if different from applicant) |                   |
|------------------|----------------------------|-------------------------------------|-------------------|
| Name:            | Gary Hazlewood             | Name:                               | same as Applicant |
| Company:         | Triple T Farms Ltd.        | Company:                            |                   |
| Address:         | 1000 Texan Trail Suite 200 | Address:                            |                   |
| City, State, Zip | Grapevine TX 70651         | City, State, Zip                    |                   |
| Phone:           | 817 416 4843               | Phone:                              |                   |
| Fax:             |                            | Fax:                                |                   |
| Email:           | cbaker@westwoodland.com    | Email:                              |                   |

#### Submittal Checklist

|                                     |                                                   |
|-------------------------------------|---------------------------------------------------|
| <input checked="" type="checkbox"/> | Site Plan (for Specific Use Permits Only)         |
| <input checked="" type="checkbox"/> | Letter of Intent                                  |
| <input checked="" type="checkbox"/> | Application Fee (Check Payable to City of Sanger) |

I certify that I am the legal owner of the above referenced property and that to the best of my knowledge this is a true description of the property upon which I have requested the above checked action. I designate the applicant listed as my representative.

Describe the subject property (address, location, size, etc.):

387.515 Acres in the J. Morton Survey, North of FM 1190, East of Union Hill Road

Describe the proposed zoning change or Specific Use Permit (SUP):  
ETJ/AG to PD Residential

Owner Signature

Applicant Signature

8/3/26

Date

8/3/26

Date

City of Sanger  
201 Bolivar / P.O. Box 1729  
Sanger, TX 76266  
940-458-2059 (office) 940-458-4072 (fax) www.sangertexas.org

# TRIPLE T FARMS LTD.

City of Sanger Development Services  
201 Bolivar Street  
Sanger, TX 76266

July 29, 2026

## **RE: Letter of Intent – Planned Development (PD) Zoning Request for Triple T Ranch**

To Whom it May Concern,

On behalf of Triple T Farms Ltd. (the “Owner”), we respectfully submit this Letter of Intent in support of Planned Development (PD) zoning for the approximately 387.515 acre property located north of FM 1190 and east of Union Hill Road (the “Property”), currently within the City’s ETJ. The Owner requests that, upon annexation, the Property be zoned to a Planned Development District in accordance with the terms of the proposed Development Agreement between the Owner and the City of Sanger (the “Development Agreement”) to allow development of Triple T Ranch, a high-quality master-planned residential community designed to complement the surrounding natural landscape and lake setting. The Property is completely undeveloped at this time, with no existing structures.

### **Project Overview**

Triple T Ranch will be developed as a cohesive, master-planned community offering a range of quality residential product types set within a framework of connected open space. The proposed PD will establish development standards tailored to the site’s unique lakefront character while ensuring compatibility with adjacent land uses and conformance with the jurisdiction’s comprehensive plan. The Property will be annexed into the city limits pursuant to the terms of the Development Agreement, and will be served by the City of Sanger for both water and sewer.

### **Proposed Community Amenities**

The development plan includes a full complement of amenities intended to serve residents and support a high quality of life, including:

- One or more resort-style amenity centers
- Community swimming pool
- Neighborhood and community parks
- An interconnected system of open space, greenbelts, and trails
- Lake access and/or lake-oriented recreational features

### **Purpose of the PD Request**

A Planned Development designation will allow the flexibility necessary to integrate varied lot sizes, housing types, and amenity placement in a manner that responds to the topography and lake frontage of the site, while providing the City with a clear, binding development plan and set of

*1000 Texan Trail, Suite 200, Grapevine TX, 76051 – 817-416-4843*

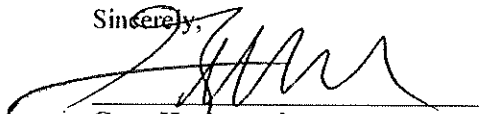
*2192.013/1103879.2*

standards governing density, setbacks, open space ratios, architectural quality, and landscaping. The Owner is committed to working collaboratively with staff and the Commission throughout the review process to ensure Triple T Ranch reflects the community's planning goals and enhances the long-term value of the surrounding area.

**Requested Action**

The Owner respectfully requests that the City initiate PD zoning of the Property in accordance with the Development Agreement terms.

Sincerely,



**Gary Hazlewood**  
**President**  
Triple T Farms Ltd.

*1000 Texan Trail, Suite 200, Grapevine TX, 76051 – 817-416-4843*

2192.013-1103879.2

## Response Form

### 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request      Opposed to request

**Comments:**

Ingress & Egress concerns, Environmental impact concerns  
need out here to get away from such development. It would  
be OK with a few lots

Signature

*Dennis Satterfield*

Printed Name

Dennis Satterfield

Mailing Address

440 Muir Rd

City, State, Zip

Sanger, TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

440 Muir Rd Sanger, TX 76266



In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rammonds@sangertexas.org](mailto:rammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

Comments:

I have lived here at this address for 26 years. I bought this home because it was out in the country and had a beautiful view. I object to this zoning change. It will cause decreased property values, loss of privacy and an incompatible change in neighborhood character. Also much more noise & traffic. They would be basically building almost in my front door! This would impact my property value & daily living conditions not to mention our view.

Signature

Printed Name Cynthia Edgar

Mailing Address 2593 Union Hill Rd.

City, State, Zip Sanger, TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet - 2593 Union Hill Rd, Sanger, TX 76266



**Response Form**  
**265ANZON-0014**

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department

Attn: Ramie Hammonds

P.O. Box 1729

Sanger, TX 76266

You may also email a copy to:

Email: [rammonds@sangertexas.org](mailto:rammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

Comments: When we purchased our home the guidelines were and still are that homes  
must be a minimum of 1 acre lots, the developer should go by the same guidelines we have  
followed. The value of our home will decrease if this allowed to happen. The infrastructure  
(roads) is not sufficient to handle that increase in homes.

Signature

Printed Name Will and Dena Ford

Mailing Address 12204 Lakeshore Ct

City, State, Zip Sanger, TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

Comments:

SANGER NEEDS TO STAY WITH THE PLANS  
OF PROTECTING OUR HOME INVESTMENT OF MEN  
ACRE LOT AND MEN SQFT HOME REQUIREMENTS.

Signature

Vernon W. Eldred

Printed Name

VERNON W. ELDRD

Mailing Address

2701 UNION HILL ROAD

City, State, Zip

SANGER TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

2701 UNION HILL RD  
SANGER TX 76266

# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

Comments:

NOT in favor of high density housing and the other problems that come with it. People come to the rural areas to get away from those scenarios.

Signature

Marvin Perkins

Printed Name

Marvin Perkins

Mailing Address

2790 Union Hill Road

City, State, Zip

Sanger, TX. 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

2790 Union Hill Rd. Sanger, TX

# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request ☐ Opposed to request ☒

Comments:

We chose our property because we wanted to be in an area with large lots. we felt comfortable buying by us because it was close to Lake Ray Roberts & is in the ETS planning area which means larger 2 acre lots. This is wrong!! We do not want to spend our retirement years looking at a big construction mess!!!

Signature

Beverley A. Walton

Printed Name

Beverley A. Walton

Mailing Address

318 Fall meadow Dr

City, State, Zip

Sanger TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

318 Fall meadow - corner

of fall meadow & union hill -



## Response Form

### 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

☒ Opposed to request

Comments:

*Incompatibility with surrounding properties, lot sizes and rural expectations. We moved here to retire and fully expected the land to be used as Ranch estate development.*

Signature

*James E. Walton Jr.*

Printed Name

*JAMES E. WALTON JR.*

Mailing Address

*318 FALL MEADOW*

City, State, Zip

*SANGER, Texas 76266*

Phone Number

Email Address

Physical Address of Property within 200 feet

*We Live on corner of*

*Union Hill & FALL MEADOW*

# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

Comments:

after looking at the concept plan (exhibit C.)  
We oppose the rezoning of this land.

Signature

Kenneth L. Peterson

Cindy L. Peterson

Printed Name

Kenneth L. Peterson

Cindy L. Peterson

Mailing Address

548 Lake Ray Roberts Dr.

City, State, Zip

Sanger TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

548 Lake Ray Roberts Dr. Sanger TX

# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

### Comments:

I am strongly opposed to this rezoning and zoning. The proposed density is incompatible with the surrounding acreage properties and rural character of this area. I am concerned about traffic and safety on Union Hill Rd, sewer and infrastructure (capacity, drainage and runoff toward Lake Ray Roberts), and the lack of an adequate buffer between this development and existing homes. Ask the city to deny this request.

Signature

Printed Name

Jonathan Canon

Mailing Address

400 Muir Rd

City, State, Zip

Sanger, Tx, 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

400 Muir Rd, Sanger TX 76266





---

**FW: Proposed zoning change for Union Hill Road**

---

**From** Kelly Edwards <KEdwards@sangertexas.org>  
**Date** Mon 9/14/2026 7:19 AM  
**To** John Noblitt <JNoblitt@sangertexas.org>  
**Cc** Ramie Hammonds <RHammonds@sangertexas.org>

See below.

Thank you,

Kelly Edwards, TRMC, MMC  
City Secretary

City of Sanger  
940.458.7930 - Main  
940.777.8001 – Direct

---

**From:** Cathy Hagan  
**Sent:** Sunday, September 13, 2026 8:42 PM  
**To:** COS Secretary <citysecretary@sangertexas.org>  
**Subject:** Proposed zoning change for Union Hill Road

To City Manager

I have been a resident of 3274 Union Hill Road for 34 years, and I am writing to express my concerns regarding the proposed zoning change and the impact it could have on our neighborhood and community.

I understand that growth and development are inevitable, and I am not opposed to responsible growth. However, I strongly believe that development should respect the character of our existing community, protect current residents, and consider the long-term effects on our roads, public services, property values, and quality of life.

My primary concerns include:

**Traffic and Safety:**

The proposed development would significantly increase traffic on Union Hill Road and FM 455. I am particularly concerned about the already-dangerous curve on FM 455 and the potential for additional accidents as traffic increases. Before approving higher-density development, I believe the impact on traffic flow and roadway safety should be carefully evaluated.

**Crime and Public Safety:**

Our neighborhood currently experiences very little crime. A substantial increase in population and residential density could place additional demands on law enforcement and other emergency services.

I would like to know what studies have been conducted regarding the public-safety impact of this proposed development and whether adequate resources will be available to serve the increased population.

**Property Values:**

Many of us have invested in our homes and property for decades. I am concerned about the potential effect that significantly higher-density development could have on surrounding property values and the rural character that attracted many residents to this area.

**Lot Size and Community Character:**

Our community has traditionally maintained a minimum lot size of one acre. The proposed change could potentially allow as many as five homes per acre. That represents a substantial change in density and would fundamentally alter the character of our neighborhood.

**Utilities and Increased Costs:**

I am also concerned about how annexation or increased development could affect utility costs. Based on a direct comparison with my daughter's utility bills within the City of Sanger, her costs have been approximately 18% to 29% higher than mine. Residents deserve clear information about how this proposal could affect utility rates and other municipal costs.

**City Taxes:**

Becoming subject to City of Sanger property taxes would create an additional financial burden for existing residents. Any decision that could result in additional taxation should be clearly explained, including what additional services residents would receive in return.

Again, I am not opposed to growth. I am asking for responsible growth that respects the people who already live here. I respectfully request that the current one-acre property standards be maintained and that our area remain within Denton County rather than becoming part of the City of Sanger.

After 34 years of living on Union Hill Road, I have seen this community grow and change. I hope the concerns of long-term residents will be carefully considered before a decision is made that could permanently change the character, cost of living, safety, and quality of life in our neighborhood.

Thank you for your time and consideration.

Respectful

Cath Hagan

3274 Union Hill Road



Outlook

**Proposed Amendment to the Future Land Use Map (Comprehensive Plan) from Ranch/Estate Residential to Medium Residential and Proposed Annexation of Land North of FM 1190 and East of Union Hill Road**

From Molly Erwin

Date Sat 9/12/2026 11:21 AM

To Ramie Hammonds <RHammonds@sangertexas.org>; Jack Hooten <JHooten@sangertexas.org>; Rodney Martin <RMartin@sangertexas.org>; Shelley Warner <SWarner@sangertexas.org>; Lydianna Biggs <LBiggs@sangertexas.org>; Tayte Frazier <TFrazier@sangertexas.org>; Marissa Newton <MNewton@sangertexas.org>; Mark Bulger <MBulger@sangertexas.org>; Margie Tisdale <MTisdale@sangertexas.org>; Victor Gann <VGann@sangertexas.org>; Gary Bilyeu <GBilyeu@sangertexas.org>; Josh Burrus <JBurrus@sangertexas.org>

Cc Community Development <development@sangertexas.org>; COS City Manager <citymanager@sangertexas.org>; Christy Middleton <cmiddleton@sangertexas.org>; Kelly Edwards <KEdwards@sangertexas.org>; John Noblitt <JNoblitt@sangertexas.org>

**Date:** September 12, 2026

**To:**

The City of Sanger Planning & Zoning Commission  
The City of Sanger City Council  
502 Elm Street, Sanger, TX 76266

**RE:** Opposition to the Proposed Amendment to the Future Land Use Map (Comprehensive Plan) from Ranch/Estate Residential to Medium Residential and Proposed Annexation of Land North of FM 1190 and East of Union Hill Road

**From:**

Molly Erwin  
11154 FM 1190, Sanger, TX 76266

Honorable Council Members and Commissioners,

My name is Molly Erwin, and I have lived at 11154 FM 1190 since 1989 (37 years), directly across the road from the proposed development site. I am writing to formally log my strict opposition to amending the Future Land Use Map (FLUM) from Ranch/Estate Residential to Medium Residential, as well as the proposed annexation of this unplatted property into Sanger city limits.

My specific concerns regarding this high-density project—which proposes lot sizes as small as 40'x100' and 50'x100'—are outlined below:

- **Existing Water Infrastructure & Low Pressure:** Our area is already suffering from low water pressure and inconsistent service quality since high-density subdivisions began developing on FM 455 west of FM 1190. High-density lots like 40' and 50' fronts demand a massive, immediate spike in daily volume. I request a formal, independent Water Impact Study be conducted and made public before this item is voted on to prove whether Sanger's municipal wells and Upper Trinity purchased infrastructure can actually support this density without further degrading existing residents' utility rights.
- **Traffic Congestion and Safety on FM 1190:** FM 1190 is a narrow, rural road ill-equipped to handle the immense volume of traffic that a compressed master-planned community brings. We already experience significant noise and congestion at the bottleneck of FM 455 and FM 1190. Multiplying the neighborhood's population will severely worsen this public safety and property hazard.
- **Destruction of Agricultural and Rural Freedom:** Neighbors in this area purchased their land specifically for the "Ranch/Estate" lifestyle, investing capital based on the city's own long-term promise to keep this sector rural. Tightly packing low-quality, small-footprint tract housing in this space directly clashes with our agricultural freedom and the established quiet enjoyment of our properties.
- **Proliferation of Small, Low-Quality Housing Placed Out of Sight:** There is an alarming trend of approving small, high-density, low-quality plats on the fringes of the Extraterritorial Jurisdiction (ETJ). This feels like a strategic move to push lower-tier, cramped developments outside of the city core so they are "out of sight," while leaving existing rural residents to absorb the negative structural impact.
- **Lake Ray Roberts Protection Buffer:** This geographic area sits in close proximity to Lake Ray Roberts. The state and surrounding entities have historically recognized density limitations and permanent buffers to protect the natural character, watershed, and wildlife corridors of the lake area. Dropping thousands of micro-lots into this eco-sensitive zone ignores these broader regional conservation standards.

- **Exploitative Annexation and Non-Local "Cash Grab":** Because this land currently sits within the Denton County ETJ, it is protected from high-density zoning. This out-of-town development company is requesting annexation into Sanger for the sole purpose of rewriting the "Comprehensive Plan" and the Future Land Use Map from Ranch/Estate to Medium Residential. This is a clear, non-local cash grab by an entity with zero long-term investment in our community. They are attempting to manipulate city boundaries for a quick profit, completely disregarding the severe infrastructure, safety, and lifestyle impacts on the actual county residents who live here.
- **Long-Term Community Investment:** Homebuyers seeking micro-plats of 40'x100' are frequently looking for transitional or entry-level housing rather than long-term community placement. The high turnover typical of high-density starter developments means these transient residents will not have the same long-term interest or financial capacity to invest back into Sanger's rural communities, schools, and civic health as the established agricultural stakeholders do.

For these reasons, I urge the Planning & Zoning Commission and City Council to deny the FLUM amendment request and maintain the current Ranch/Estate Residential designation. Our infrastructure, safety, and community identity cannot afford this aggressive overdevelopment.

Thank you for your time and serious consideration.

Sincerely,

Molly Erwin

11154 FM 1190

Sanger, Texas

# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

Comments:

WE FAVOR ESTATE LOT SIZES (>2 ACRES)

Signature

Stacy W. McCollom

Printed Name

Stacy W. McCollom

Mailing Address

2557 Union H. H. Rd

City, State, Zip

Sanger TX 76266

Phone Number

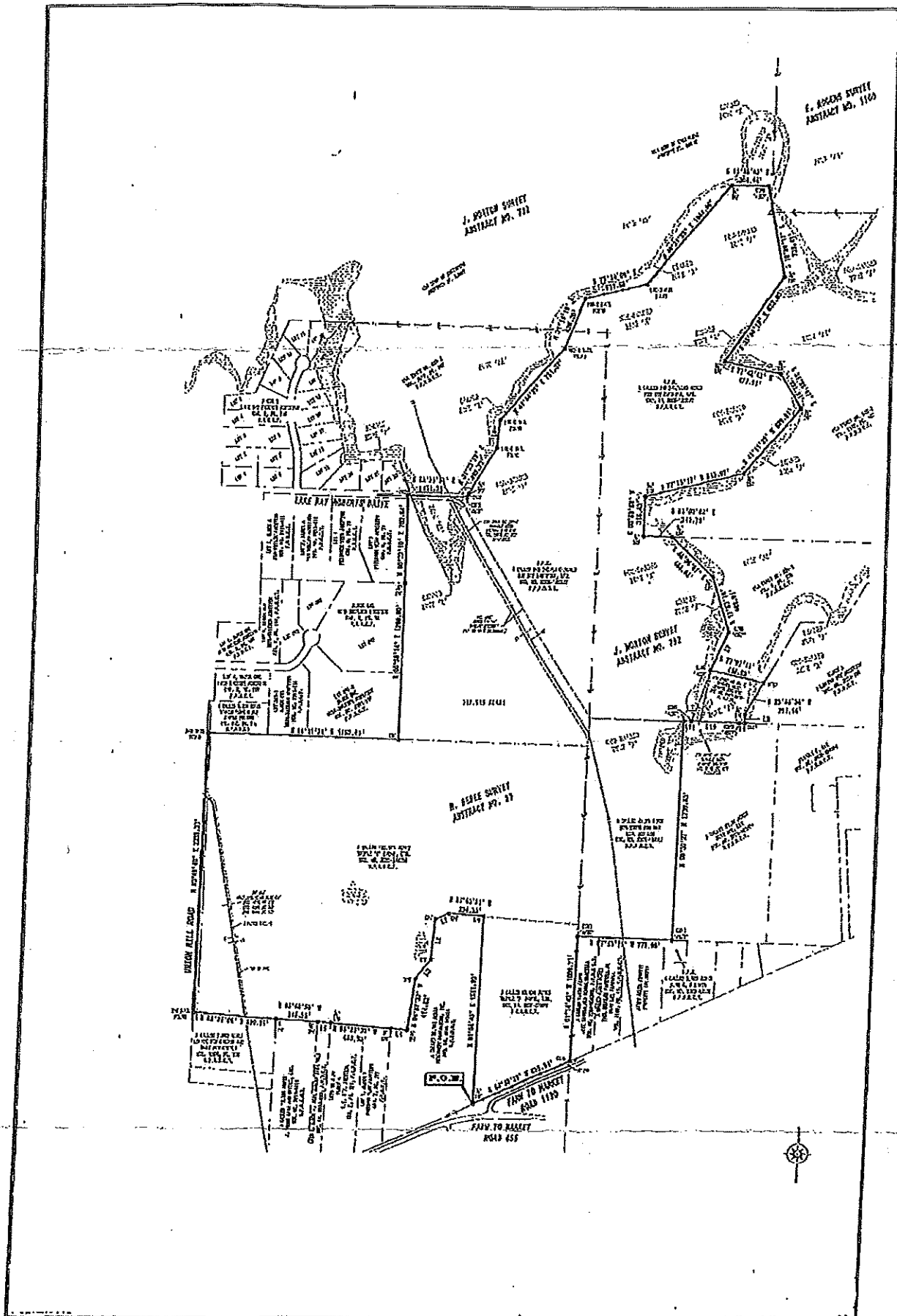
Email Address

Physical Address of Property within 200 feet

2557 Union H. H. Rd

Sanger TX 76266







September 3, 2026

Re: A request to zone approximately 387 acres in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792

Dear Property Owner:

You are receiving this letter because you own property that is within 200 feet of the above referenced property or own property that may be affected by this zoning request.

The Planning and Zoning Commission of Sanger, Texas will hold a public hearing on Monday, September 14, 2026, and City Council of the City of Sanger, Texas, will hold a public hearing on Monday, October 5, 2026, to consider a request to zone the following property Planned Development (PD) upon annexation into the corporate limits of the City of Sanger: 387 acres of land in the R. Bebee Survey, A-29, and the J. Morton Survey, A-792.

The Planning and Zoning Commission public hearing will start at 6:00 p.m. and the City Council public hearing will start at 7:00 p.m. Both hearings will take place at the Historic Church Building, 403 N 7<sup>th</sup> Street, Sanger, Texas.

Any interested party may attend the public hearing to speak in favor of or in opposition to the proposed zoning.

For more information on this zoning application, please contact me at (940) 458-2059.

Ramie Hammonds  
City of Sanger  
Director of Development Services/Building Official

# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

Comments:

See attached

Signature

Dana Huckabee

Printed Name

Dana Huckabee

Mailing Address

319 Fallmeadow Drive

City, State, Zip

Sanger, TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

319 Fallmeadow Drive, Sanger, TX 76266

I live at 319 Fall Meadow Drive, off Union Hill Road. I'm not home grown but have lived at this residence since 1999.

I'm here tonight to formally oppose the proposed annexation and rezoning of 387 acres east of Union Hill Road, specifically the 387 acres of land in the R. Bebee Survey, A-29 and the J. Morton Survey, A-792. I urge this body to protect the integrity of our community and vote NO.

Sanger is growing, but growth must be responsible, sustainable, and consistent with the city's own rules. This proposal fails on all three counts.

**First, it violates the Sanger Comprehensive Plan.** The Plan explicitly designates the Union Hill Road corridor as Ranch and Estate Residential, meant to preserve our rural heritage, protect open space, and buffer against suburban sprawl. The Plan also directs new housing growth toward the existing city limits — not this corridor. A high-density, tract-home subdivision here undermines the city's own master vision and sets a dangerous precedent for every future rezoning request.

**Second, our infrastructure cannot support this.** FM 455 hasn't even been widened past the high school. Union Hill Road is a narrow, rural road with no shoulder and never engineered for the thousands of daily vehicle trips this development would generate. Approving this before an independent, comprehensive Traffic Impact Analysis is completed puts every driver on that road at risk.

Our current school campuses, Sanger police and fire department do not have the capacity to support this scale of growth.

We need real answers on water capacity, stormwater runoff, and wastewater impacts — including the risk of pollution and runoff into Lake Ray Roberts and Corps of Engineers land. Current Sanger taxpayers should not have to shoulder the financial and utility burden created by an outside developer's project.

Our ranching, rural, and agricultural lands are what define Sanger's character. Once they're paved over, they're gone for good.

HB 24, passed in 2025 with heavy backing from real estate developers, stripped neighborhoods of the supermajority protest vote we once relied on. That means the responsibility now rests entirely with the city council. They are elected to represent the citizens of Sanger — not the short-term profits of out-of-town developers.

Please honor the city's own master plan, protect our infrastructure, and recommend a vote of NO to the city council on this rezoning. Thank you.



## Response Form

### 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

Comments:

See attached

Signature

Printed Name

Tracy Huckabee

Mailing Address

319 Fallmeadow Dr.

City, State, Zip

Sanger, TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

319 Fallmeadow Drive, Sanger, TX 76266

My name is Tracy Huckabee, and I live at 319 Fall Meadow Drive, off Union Hill Road. We build our home here in 1999 and have lived at this location since.

I'm here tonight to formally oppose the proposed annexation and rezoning of 387 acres east of Union Hill Road, specifically the 387 acres of land in the R. Bebee Survey, A-29 and the J. Morton Survey, A-792. I urge this body to protect the integrity of our community and vote NO.

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Please honor the city's own master plan, protect our infrastructure, and recommend a vote of NO to the city council on this rezoning. Thank you.

## Response Form

### 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request ☒ Opposed to request

Comments:

We are opposed to zoning request account the proposed number of houses will be too dense. Also we are opposed to annexation by the city of Sanger.

Signature

Frederick A. Brule

Gina Brule

Printed Name

Frederick A. Brule

Gina Brule

Mailing Address

2639 Union Hill Rd.

City, State, Zip

Sanger, TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

2639 Union Hill Rd. Sanger

# Response Form

## 26SANZON-0014

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Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Did Not receive this  
notice until Tuesday  
Sept. 8, 2026

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

### Comments:

It has always been my impression the closer to Lake Ray Roberts  
and LRR core property the larger the lot size would be.  
The amount of traffic this project would bring would make Union Hill Rd

Signature

Marsha R. Higgs

the absolute mess

Printed Name

Marsha R. Higgs

Marion Rd. is Today.

Mailing Address

2497 Union Hill Rd.

Please give thought

City, State, Zip

Sanger, TX, 76266

to people that have

Phone Number

followed LRR

Email Address

Land-Use Ordinance  
Rules and Regulations.

Physical Address of Property within 200 feet

Same

AG 10+ Acres

R-5 5 Acres

R-4 4 Acres

R-3 3 Acres

R-2 2 Acres

R-1 1 Acre

PD 1 Acre

RC 1 Acre

Would like to know what part of this 387 Acres  
is in the Sanger ETJ

And what part is in the <sup>Denton County</sup> LRR Planning & Zoning

Have always thought the reason for the  
<sup>Sanger</sup> ETJ was to keep other cities from taking in  
the land. Not to override LRR P+Z.

And the Denton County LRR Planning & Zoning  
was to keep land backing up to LRR  
and core of engineering ~~prop.~~ prop. To be larger lots.  
Acreage



# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

**Comments:**

Our neighborhood and the surrounding area have a unique rural character that should be carefully protected. The existing homes' spacious lots provide open space, privacy and a lower-density environment that is appropriate for an area bordering the lake. Not higher-density residential neighborhoods!

Signature

B. Bell Wendy Bell

Printed Name

Brian Bell Wendy Bell

Mailing Address

2329 Union Hill Rd.

City, State, Zip

Sanger, TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

2329 Union Hill Rd.  
Sanger, TX 76266

# Response Form

## 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request

Opposed to request

### Comments:

① This proposed annexation is an attempt to go around Lake Ray Roberts Zoning & City of Sanger 2040 plan for this property. ② This notice went out late, on 9/3 instead of 8/25 as posted on Sanger's own 2026 Schedule. ③ If this annex goes through, this plan would violate the MD zoning that is labeled as Sanger's definition of MD is 7=7,150 sq ft. This plan violates that minimum 67% of the time. Request denial of Annexation & if annexation is approved, stick to Ranch Estate lot requirements.

Signature

Printed Name

Troy L. Vaughn

Mailing Address

480 Muir Rd.

City, State, Zip

Sanger, TX 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

480 Muir Rd., Sanger TX 76266



## Response Form

### 26SANZON-0014

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department  
Attn: Ramie Hammonds  
P.O. Box 1729  
Sanger, TX 76266

You may also email a copy to:

Email: [rhammonds@sangertexas.org](mailto:rhammonds@sangertexas.org)

Project No: 26SANZON-0014

Please circle one: In favor of request ☒ Opposed to request ☐

Comments:

High Quality, master planned development  
to be annexed into City limits and extend  
utilities to east side of town.

Signature

Printed Name

Gary Hazlewood / Triple T Farms

Mailing Address

1000 Texas Trail #200

City, State, Zip

Grapevine TX 76051

Phone Number

Email Address

Physical Address of Property within 200 feet

N/A Property Owner

# CITY OF SANGER AUGUST 2026 REPORT

JERI HARWELL – MUNICIPAL SERVICES MANAGER  
DAVID BAKER – GENERAL MANAGER



# RESIDENTIAL COLLECTION TONNAGE

| SANGER - RESI TRASH COLLECTED 2026 (TONS)     |        |        |        |        |        |        |        |        |     |     |     |     |          |        |
|-----------------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|-----|-----|-----|-----|----------|--------|
|                                               | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG    | SEP | OCT | NOV | DEC | TOTAL    | AVG    |
| Residential Trash                             | 291.10 | 248.03 | 301.59 | 342.53 | 327.92 | 358.20 | 315.01 | 244.82 |     |     |     |     | 2,429.20 | 303.65 |
| Brush/Bulk                                    | 91.45  | 63.20  | 77.82  | 68.55  | 65.72  | 79.12  | 76.88  | 80.77  |     |     |     |     | 603.51   | 75.44  |
| Total                                         | 382.55 | 311.23 | 379.41 | 411.08 | 393.64 | 437.32 | 391.89 | 325.59 |     |     |     |     | 3,032.71 | 379.09 |
| SANGER - RESI RECYCLE COLLECTED 2026 (TONS)   |        |        |        |        |        |        |        |        |     |     |     |     |          |        |
|                                               | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG    | SEP | OCT | NOV | DEC | TOTAL    | AVG    |
| Residential SSR                               | 52.37  | 51.75  | 64.6   | 53.76  | 52.36  | 62.4   | 57.4   | 58.62  |     |     |     |     | 453.26   | 56.66  |
| SANGER - TOTAL MATERIAL COLLECTED 2026 (TONS) |        |        |        |        |        |        |        |        |     |     |     |     |          |        |
|                                               | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG    | SEP | OCT | NOV | DEC | TOTAL    | AVG    |
| Total All Services                            | 434.92 | 362.98 | 444.01 | 464.84 | 446    | 499.72 | 449.29 | 384.21 |     |     |     |     | 3,485.97 | 435.75 |
| SANGER - DIVERSION RATE 2026                  |        |        |        |        |        |        |        |        |     |     |     |     |          |        |
|                                               | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG    | SEP | OCT | NOV | DEC | TOTAL    | AVG    |
| Residential SSR                               | 15.25% | 17.26% | 17.64% | 13.57% | 13.77% | 14.84% | 15.41% | 19.32% |     |     |     |     | 15.72%   | 15.88% |



# INDUSTRIAL AND COMMERCIAL COLLECTION TONNAGE

## SANGER - INDUSTRIAL & COMMERCIAL TRASH COLLECTED 2026 (TONS)

|                  | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG    | SEP | OCT | NOV | DEC | TOTAL    | AVG    |
|------------------|--------|--------|--------|--------|--------|--------|--------|--------|-----|-----|-----|-----|----------|--------|
| Industrial Trash | 183.6  | 243.34 | 263.04 | 238.72 | 161.76 | 231.37 | 245.08 | 147.98 |     |     |     |     | 1,714.89 | 214.36 |
| Commercial Trash | 248.18 | 212.02 | 234.55 | 234.79 | 323.87 | 332.7  | 228.83 | 241.7  |     |     |     |     | 2,056.64 | 257.08 |
| Total            | 431.78 | 455.36 | 497.59 | 473.51 | 485.63 | 564.07 | 473.91 | 389.68 |     |     |     |     | 3,771.53 | 471.44 |

## SANGER - INDUSTRIAL RECYCLING COLLECTED 2026 (TONS)

|                           | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL | AVG  |
|---------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|------|
| Comm & Industrial Recycle | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |     |     | 0.00  | 0.00 |

## SANGER - TOTAL MATERIAL COLLECTED 2026 (TONS)

|                    | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG    | SEP | OCT | NOV | DEC | TOTAL    | AVG    |
|--------------------|--------|--------|--------|--------|--------|--------|--------|--------|-----|-----|-----|-----|----------|--------|
| Total All Services | 431.78 | 455.36 | 497.59 | 473.51 | 485.63 | 564.07 | 473.91 | 389.68 |     |     |     |     | 3,771.53 | 471.44 |

## SANGER -INDUSTRIAL DIVERSION RATE 2026

|                   | JAN   | FEB   | MAR   | APR   | MAY   | JUN   | JUL   | AUG   | SEP | OCT | NOV | DEC | TOTAL | AVG   |
|-------------------|-------|-------|-------|-------|-------|-------|-------|-------|-----|-----|-----|-----|-------|-------|
| Comm & Industrial | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |     |     |     |     | 0.00% | 0.00% |



# PARTICIPATION SERVICES

Item 17.

## SANGER - RESIDENTIAL RECYCLE PARTICIPATION RATES 2026

| Participation          | JAN    | FEB    | MAR    | APR    | MAY    | JUN    | JUL    | AUG    | SEP | OCT | NOV | DEC | AVG    |
|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|-----|-----|-----|-----|--------|
| # Households           | 3,368  | 3,353  | 3,366  | 3,387  | 3,399  | 3,423  | 3,427  | 3,452  |     |     |     |     | 3,397  |
| Serviceable Households | 16,840 | 16,765 | 16,830 | 16,935 | 16,995 | 17,115 | 17,135 | 17,260 |     |     |     |     | 3,397  |
| SSR Participation      | 31.10% | 30.87% | 38.38% | 31.74% | 30.81% | 36.46% | 33.50% | 33.96% |     |     |     |     | 33.35% |
| SSR Set Outs           | 5,237  | 5,175  | 6,460  | 5,376  | 5,236  | 6,240  | 5,740  | 5,862  |     |     |     |     | 5,666  |

## SANGER - OTHER INFORMATION 2026

| CONTAINERS           | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Container Deliveries | 8   | 23  | 31  | 44  | 25  | 54  | 46  | 42  |     |     |     |     | 273   |
| Repair               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |     |     | 0     |
| Remove Container     | 2   | 11  | 8   | 1   | 5   | 7   | 8   | 3   |     |     |     |     | 45    |
| Exchange Container   | 0   | 0   | 1   | 0   | 2   | 4   | 5   | 6   |     |     |     |     | 18    |
| SERVICES             | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| Code Red             | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |     |     | 0     |
| Routes Incomplete    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |     |     | 0     |
| Special Bulk Pickup  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |     |     | 0     |
| Illegal Dumps        | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |     |     | 0     |
| TOTAL                | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |     |     |     | 0     |

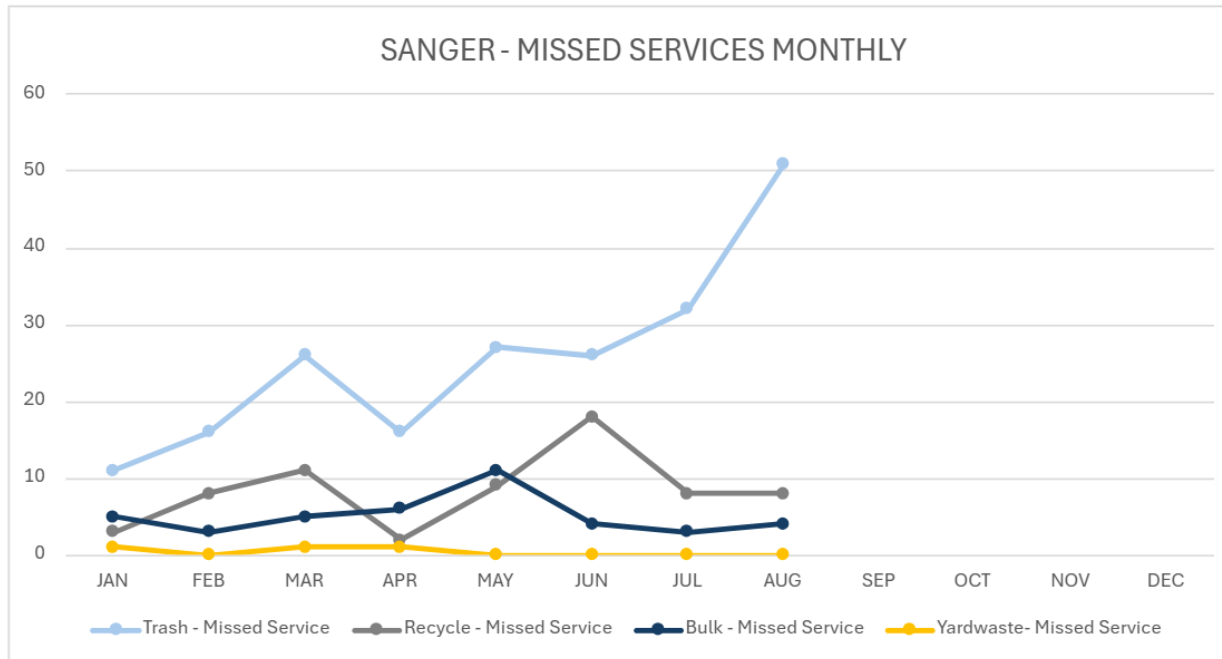


# RELIABLE SERVICES

**SANGER - MISSED SERVICES 2026**

| Service Activity          | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL | AVG   |
|---------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-------|
| Trash - Missed Service    | 11  | 16  | 26  | 16  | 27  | 26  | 32  | 51  |     |     |     |     | 205   | 25.63 |
| Recycle - Missed Service  | 3   | 8   | 11  | 2   | 9   | 18  | 8   | 8   |     |     |     |     | 67    | 8.38  |
| Bulk - Missed Service     | 5   | 3   | 5   | 6   | 11  | 4   | 3   | 4   |     |     |     |     | 41    | 5.13  |
| Yardwaste- Missed Service | 1   | 0   | 1   | 1   | 0   | 0   | 0   | 0   |     |     |     |     | 3     | 0.38  |
| Service Activity Total    | 20  | 27  | 43  | 25  | 47  | 48  | 43  | 63  |     |     |     |     | 316   | 39.50 |

**SANGER - MISSED SERVICES MONTHLY**



It is the policy of Republic Services that if a customer perceives that we missed a collection component, we return for collection and do not question the missed service.



# SAFETY - OUR # 1 GOAL

Item 17.

**SANGER - SAFETY RECORD 2026**

| Service Activity        | JAN      | FEB      | MAR      | APR      | MAY      | JUN      | JUL      | AUG      | SEP | OCT | NOV | DEC | TOTAL    |
|-------------------------|----------|----------|----------|----------|----------|----------|----------|----------|-----|-----|-----|-----|----------|
| Property Damage         | 0        | 0        | 0        | 0        | 0        | 1        | 0        | 1        |     |     |     |     | 2        |
| Motor Vehicle Accidents | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        |     |     |     |     | 0        |
| Moving Violations       | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        |     |     |     |     | 0        |
| Personal Injury Claims  | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        |     |     |     |     | 0        |
| <b>TOTAL</b>            | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>1</b> | <b>0</b> | <b>1</b> |     |     |     |     | <b>2</b> |

Nothing is more important than safety, and no job is so urgent that we cannot take the time to do it safely. The very nature of what we do requires us to be uncompromising on safety, beginning with our employees and extending to our customers and into the communities we serve. Simply, a sustainable planet is only possible if everyone works and lives together... safely.

# MATERIALS DIVERTED

Item 17.

## SANGER - RESOURCES DIVERTED FROM LANDFILL 2026 (TONS)

| MATERIAL    | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL | AVG |
|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|
| OCC         | 30  | 30  | 37  | 31  | 30  | 36  | 33  | 34  |     |     |     |     | 263   | 33  |
| MIXED PAPER | 13  | 12  | 16  | 13  | 13  | 15  | 14  | 14  |     |     |     |     | 109   | 14  |
| PLASTIC     | 5   | 5   | 6   | 5   | 5   | 6   | 6   | 6   |     |     |     |     | 45    | 6   |
| METAL       | 3   | 3   | 3   | 3   | 3   | 3   | 3   | 3   |     |     |     |     | 24    | 3   |
| OTHER       | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |     |     |     |     | 10    | 1   |
| TOTAL       | 52  | 51  | 64  | 53  | 52  | 62  | 57  | 58  |     |     |     |     | 451   | 56  |