

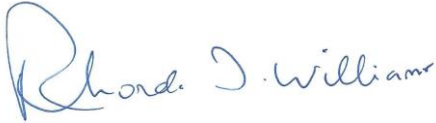
**CITY OF BLUE RIDGE
SPECIAL SESSION AGENDA
September 15, 2022, 7:00 P.M.
Blue Ridge Community Center, 200 W. Tilton Street**



THE BLUE RIDGE CITY COUNCIL WILL MEET IN SPECIAL SESSION AT 7:00 P.M. ON ~~TUESDAY~~,
SEPTEMBER 15, 2022, AT THE BLUE RIDGE COMMUNITY CENTER, LOCATED AT 200 W.
TILTON, BLUE RIDGE, TEXAS WITH THE FOLLOWING ITEMS ON THE AGENDA FOR
CONSIDERATION AND/OR ACTION.

1. Call to order, Roll Call
2. Prayer and Pledges of Allegiance
3. Public Comment: This is an opportunity for the public to address the Council on any matter included on the agenda, except public hearings. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. To address the Council, speakers **MUST** complete a Speaker Form and provide it to the City Secretary **PRIOR** to the start of the meeting. Each speaker shall approach the front of the Council and state his/her name and street address before speaking. Speakers shall address the Council with civility that is conducive to appropriate public discussion. The public cannot speak from the gallery but only from the front of the Council. Per the Texas Open Meetings Act, the Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (1) make a statement of fact regarding the item; (2) make a recitation of existing policy; or (3) propose the item be placed on a future agenda, in accordance with Council procedures.
4. Consider, discuss and act upon concerns of repeated issues from inspections at Branscome's Grocery Store
5. Consider, discuss and act upon Resolution 2022-0915-001 authorizing the Mayor to execute a First Amendment to the Blue Ridge Crossing Development Agreement
6. Consider, discuss and act upon Resolution 2002-0915-002 authorizing the Mayor to execute a First Amendment to the Blue Ridge North Development Agreement
7. Consider, discuss and act upon providing direction regarding a TIRZ (Tax Increment Reinvestment Zone) / PID (Public Improvement District) or other funding mechanisms to repay development costs for The Prairie at Blue Ridge development along FM 1377, starting at 1/2 mile from FM 545 in the City of Blue Ridge's Extra Territorial Jurisdiction
8. Consider, discuss and act upon providing direction with Blue Meadow MUD and options for the development of the properties located on FM 545 west of the City and on FM 1377 south west of the City with both land holdings inside the City of Blue Ridge's Extra Territorial Jurisdiction
9. Discussion of placing items on future agendas
10. Adjournment.

Certified this the 12th day of September, 2022.



Rhonda Williams
Mayor, City of Blue Ridge

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information)

This facility is wheelchair accessible. Request for accommodations or sign interpretative services must be made 48 hours prior to this meeting. Please contact the city secretary's office at 972-752-5791 for further information.

I, the undersigned authority, do hereby certify that this notice was posted in the regular posting place of the City Hall building for Blue Ridge, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted September 12, 2022 by 5:00P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary



FIRM NO. F-19504
 FOR REVIEW ONLY.
 THIS DOCUMENT IS
 RELEASED FOR THE
 PROJECT ONLY AND IS
 VALID ONLY UNDER THE AUTHORITY OF
 JOHN MEARNS, P.E.
 (LIC. NO. 93278).
 IT IS NOT TO BE USED
 FOR ANY OTHER PROJECT
 UNTIL 02-17-2022.

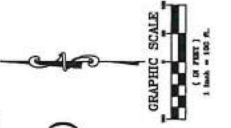
42.6± ACRES
 WEST OF S. BUSINESS HIGHWAY 78 AT
 E. STAPP LANE
 CITY OF BLUE RIDGE, TEXAS

DATE	DESCRIPTION	BY
02-17-2022	BLUE RIDGE CROSSING MIXED LOT SIZES	



BLUE RIDGE CROSSING MIXED LOT SIZES

42.6± ACRES



- 214 RESIDENTIAL LOTS TOTAL**
- 20.1% = 43 - 40' LOTS, NO MORE THAN 43 LOTS OF THIS SIZE (40'x115' Typical Lot Size - 4,600 s.f. Minimum)
- 56.6% = 121 - 50' LOTS, ANY NUMBER OF LOTS (50'x115' Typical Lot Size - 5,500 s.f. Minimum)
- 21.0% = 45 - 60' LOTS, NO LESS THAN 45 LOTS OF THIS SIZE (60'x115' Typical Lot Size - 6,900 s.f. Minimum)
- 2.3% = 5 - 50' LOTS (50'x100' Minimum)
- 7 Common Area Lots**

CITY OF BLUE RIDGE, TEXAS
RESOLUTION NO. 2022-0915-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (BLUE RIDGE CROSSING IN BLUE RIDGE, TEXAS); AND, RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Blue Ridge, Texas (the "City") entered into that certain "Development Agreement (Blue Ridge Crossing in Blue Ridge, Texas)" with Fieldside Development, LLC, a Texas limited liability company (formerly known as GLA Ventures, LLC) ("Developer"), Michael McCreary and Chad Knowles, effective as of March 22, 2022 and recorded on March 30, 2022 in the real property records of Collin County, Texas as Instrument No. 2022033000510140 (the "Development Agreement") related to the development of approximately 42.359 acres of land (the "Property") located partially within the extra-territorial jurisdiction and partially within the corporate limits of the City for a project commonly known as "Blue Ridge Crossing"; and

WHEREAS, at the time the Development Agreement was executed, Developer owned approximately 0.2568 acres of the Property, and Michael McCreary and Chad Knowles owned the remaining portion of the Property; and

WHEREAS, on April 1, 2022, Michael McCreary and Chad Knowles sold and conveyed fee title ownership in their entire portion of the Property to Developer and assigned of all their rights, title, interest, and obligations under the Development Agreement to Developer; and

WHEREAS, the Developer owns 100% of the Property subject to the Development Agreement; and

WHEREAS, the City and Developer desire to amend the Development Agreement to modify Developer's obligations under the Development Agreement to acquire right of way for the upgrade by Developer of Pruett Street; and

WHEREAS, the City Council of the City desires to approve a First Amendment to Development Agreement (Blue Ridge Crossing in Blue Ridge, Texas) (the "Amendment") and authorize and direct the Mayor of the City to execute the Amendment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS:

SECTION 1. THAT the findings and premises contained in the recitals above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes.

SECTION 2. THAT the Amendment attached hereto as **Exhibit A**, is approved and the Mayor is authorized to execute such Amendment on behalf of the City.

SECTION 3. THAT this Resolution shall become effective upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, ON THIS THE 6th DAY OF SEPTEMBER, 2022.

CITY OF BLUE RIDGE, TEXAS:

Rhonda Williams, Mayor

ATTEST:

Eddie Sims, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Andy Messer, City Attorney

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

(BLUE RIDGE CROSSING IN BLUE RIDGE, TEXAS)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is made as of September __, 2022 (the “Effective Date”), by and between Fieldside Development, LLC, a Texas limited liability company (formerly known as GLA Ventures, LLC) (the “Developer” or “Owner”) and the City of Blue Ridge (the “City”), each a “Party” and collectively the “Parties” to the Development Agreement, as amended by this First Amendment. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Agreement (as defined below).

RECITALS

A. **WHEREAS**, the City, Owner, Michael McCreary and Chad Knowles are parties to that certain Development Agreement (Blue Ridge Crossing in Blue Ridge, Texas), dated March 22, 2022 and recorded on March 30, 2022 as entry number 2022033000510140 in the official records of Collin County’s Records Office (the “Development Agreement”) related to the development of the Property commonly known as “Blue Ridge Crossing” and consisting of approximately 42.359 acres of land in Blue Ridge, Collin County, Texas;

B. **WHEREAS**, at the time the Development Agreement was executed, Developer owned approximately 0.2568 acres of the Property, and Michael McCreary and Chad Knowles owned the remaining portion of the Property;

C. **WHEREAS**, on April 1, 2022, Michael McCreary and Chad Knowles sold and conveyed fee title ownership in their entire portion of the Property to Developer and assigned of all their rights, title, interest, and obligations under the Development Agreement to Developer;

D. **WHEREAS**, on April 4, 2022, Developer changed its name with the Texas Secretary of State from “GLA Ventures, LLC, a Texas limited liability company” to “Fieldside Development, LLC, a Texas limited liability company”;

E. **WHEREAS**, as of the Effective Date of this First Amendment, Developer is the sole “Owner” and the “Developer” under the Agreement for all purposes; and

F. **WHEREAS**, the City and Developer desire by this First Amendment to modify Developer’s obligations to acquire right of way for the upgrade by Developer of Pruett Street.

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:

1. Roadways – Pruett Street. The first sentence of Section 3.1(d)(i) of the Development Agreement is hereby amended and restated in entirety as follows:

“The Developer shall be required to improve and construct a section of Pruett Street, as shown on Exhibit E, to a concrete road with a 31-foot paving width and curb, gutter and underground storm drain within 40 feet of right-of-way consistent with the standards set forth in the Governing Regulations.”

An updated Exhibit E is attached hereto and shall replace in entirety the Exhibit E attached to the Development Agreement. Except as set forth above, the remaining portion of Section 3.1(d)(i) of the Development Agreement shall not be altered or modified by this Amendment and shall remain enforceable in accordance with their terms.

2. Incorporation by Reference. The terms of the Development Agreement (as amended hereby) are hereby incorporated herein by this reference.

3. Development Agreement Affirmed. Except as specifically set forth herein, the Development Agreement is hereby affirmed and deemed to continue in full force and effect.

4. Recitals. The recitals contained in this First Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this First Amendment; (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 First Amendment, 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 First Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this First Amendment.

5. Recording. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this First Amendment shall be recorded in the deed records of Collin County.

6. Notices. The Notice provisions of Section 5.12 of the Development Agreement are amended to require that all Notices to the Developer or Owner shall be directed only to the following: Fieldside Development, LLC, Attn: Mitchell Fielding, 4232 Ridge Road, Suite 104, Heath, Texas 75434, E-mail: mitchell@glaventures.net. If Developer assigns the Development Agreement (as amended by this First Amendment), the Developer shall provide Notice to the City of the Assignee's contact information, and the Notice requirements of the Development Agreement shall be deemed to be updated to require the City to give future Notices in accordance with such Notice.

7. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. 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 the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after 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 Developer; and, neither the City nor its consultants have verified such information.

9. Exhibit. The following Exhibit is attached to this Agreement and is incorporated herein for all purposes:

Exhibit E Revised Pruett Street Improvements

[SIGNATURES TO FOLLOW]

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

ATTEST:

CITY OF BLUE RIDGE

Name: _____
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 _____, 2022 by _____,
_____ of the City of Blue Ridge, Texas on behalf of said city.

Notary Public, State of Texas

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

DEVELOPER/OWNER:

FIELDSDIE DEVELOPMENT, LLC,
a Texas limited liability company

Mitchell Fielding, its Manager

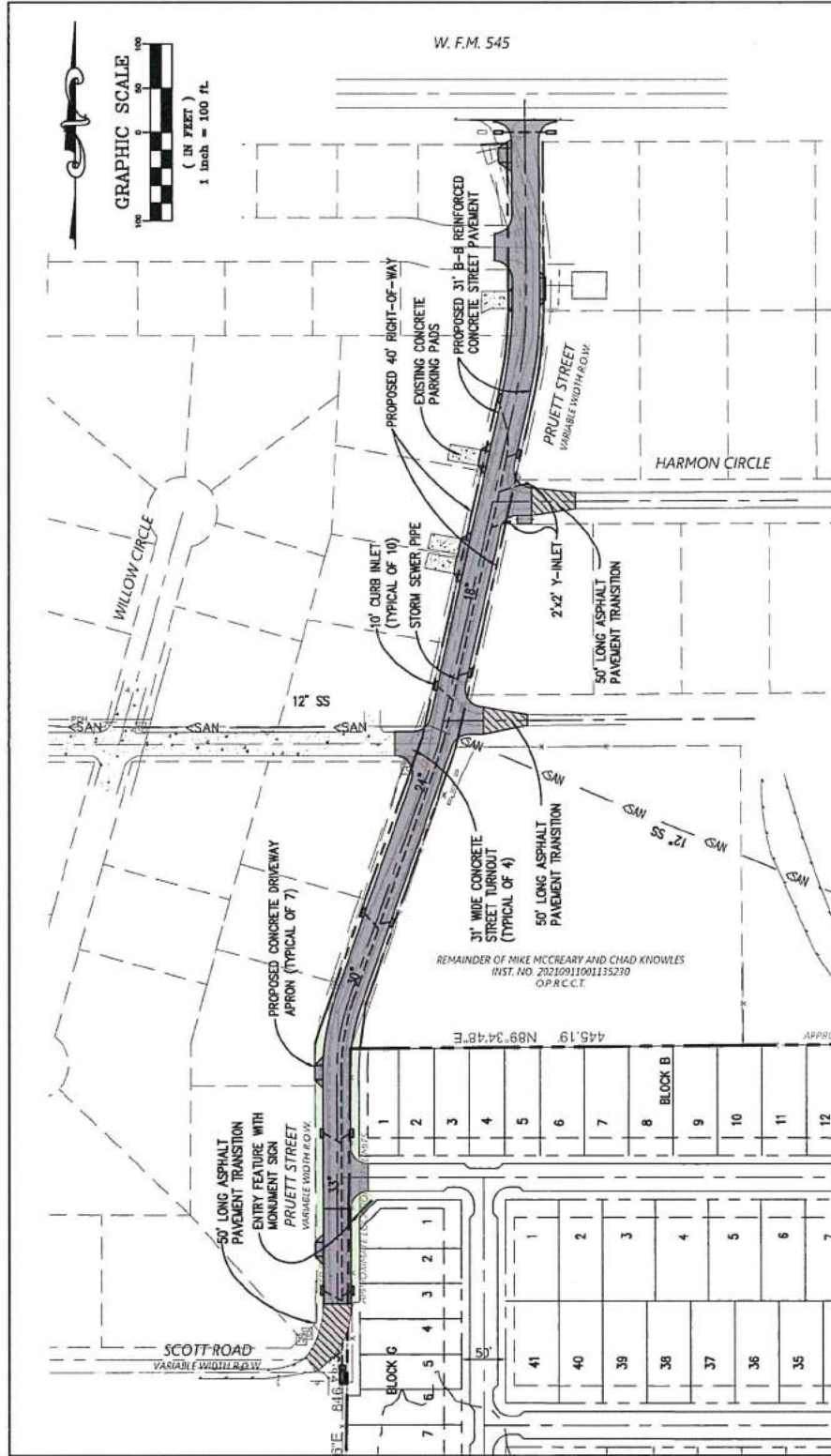
STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022 by Mitchell Fielding, Manager of Fieldside Development, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

Exhibit "E"

Revised Pruett Street Improvements



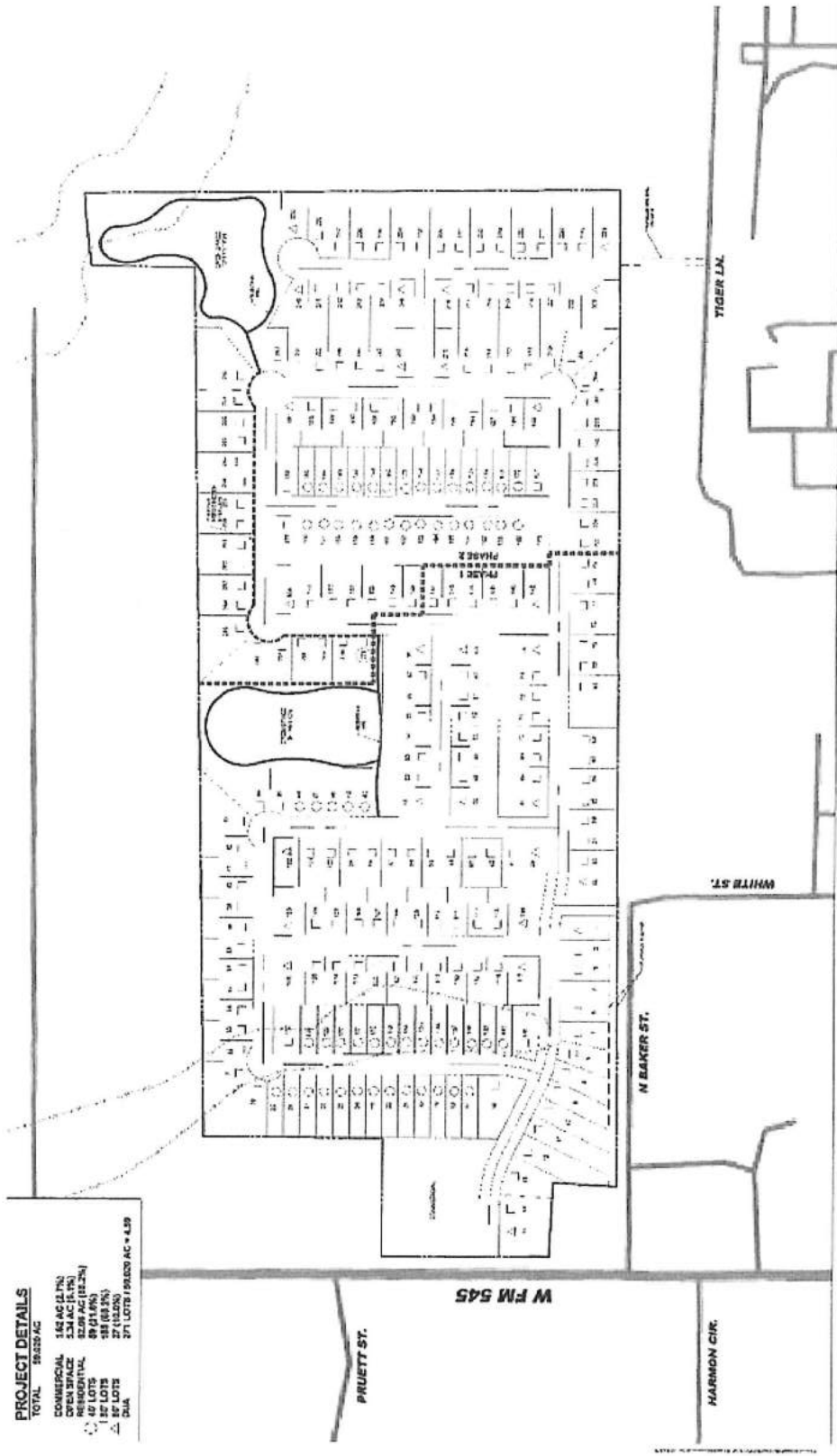
BLUE RIDGE CROSSING

1101 Central Expwy., S.
Suite 215
Allen, TX 75013
PH. 214-491-1830
John McCreary, P.E.
CIVIL ENGINEER

CONCEPT PAVING AND STORM DRAINAGE
IMPROVEMENTS FOR PRUETT STREET
BLUE RIDGE, TEXAS

1 OF 1
08-24-2022

EXHIBIT B
CONCEPT PLAN



PROJECT DETAILS
TOTAL 89,829 AC

COMMERCIAL	142 AC (1.7%)
OPEN SPACE	524 AC (5.8%)
RESIDENTIAL	89,163 AC (98.5%)
40' LOTS	58 (0.07%)
50' LOTS	27 (0.03%)
55' LOTS	27 (0.03%)
DUA	271 LOTS / 99,829 AC = 4.39

BOHLER //
3040 NETWORK BLVD, SUITE 310
FRENCO, TX 79044
713.208.4444
WWW.BOHLER.COM

BLUE RIDGE
SUBDIVISION

BLUE RIDGE, TEXAS | PLAN REV.5

CITY OF BLUE RIDGE, TEXAS
RESOLUTION NO. 2022-0915-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (BLUE RIDGE NORTH IN BLUE RIDGE, TEXAS); AND, RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Blue Ridge, Texas (the "City") entered into that certain "Development Agreement (Blue Ridge North in Blue Ridge, Texas)" with Fieldside Development, LLC, a Texas limited liability company (formerly known as GLA Ventures, LLC) ("Developer"), Prograce Blue Ridge, LLC, a Texas limited liability company ("Prograce"), and Blue Ridge Independent School District ("BRISD"), effective as of July 5, 2022 and recorded on July 6, 2022 in the real property records of Collin County, Texas as Instrument No. 2022000105519 (the "Development Agreement") related to the development of approximately 59.015 acres of land (the "Property") located partially within the extra-territorial jurisdiction and partially within the corporate limits of the City for a project commonly known as "Blue Ridge North"; and

WHEREAS, on July 29, 2022, Prograce sold and conveyed fee title ownership in its entire portion of the Property to Developer and assigned all of its rights, title, interest, and obligations under the Development Agreement to Developer; and

WHEREAS, the Developer and BRISD (collectively, the "Owners") own 100% of the Property subject to the Development Agreement; and

WHEREAS, the City and Owners desire to amend the Development Agreement to modify Developer's obligations under the Development Agreement to acquire right-of-way for certain Street Improvements (as defined in the Development Agreement); and

WHEREAS, the City Council of the City desires to approve a First Amendment to Development Agreement (Blue Ridge North in Blue Ridge, Texas) (the "Amendment") and authorize and direct the Mayor of the City to execute the Amendment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS:

SECTION 1. THAT the findings and premises contained in the recitals above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes.

SECTION 2. THAT the Amendment attached hereto as **Exhibit A**, is approved and the Mayor is authorized to execute such Amendment on behalf of the City.

SECTION 3. THAT this Resolution shall become effective upon its adoption.

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
BLUE RIDGE, TEXAS, ON THIS THE 6th DAY OF SEPTEMBER, 2022.**

CITY OF BLUE RIDGE, TEXAS:

Rhonda Williams, Mayor

ATTEST:

Eddie Sims, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Andy Messer, City Attorney

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

(BLUE RIDGE NORTH IN BLUE RIDGE, TEXAS)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is made as of September __, 2022 (the “Effective Date”), by and between Fieldside Development, LLC, a Texas limited liability company (formerly known as GLA Ventures, LLC) (the “Developer” or “Owner”), the Blue Ridge Independent School District (“BRISD”, together with Developer referred to collectively as the “Owners”) and the City of Blue Ridge (the “City”), each a “Party” and collectively the “Parties” to the Development Agreement, as amended by this First Amendment. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Agreement (as defined below).

RECITALS

A. **WHEREAS**, the City, Owners, and Prograce Blue Ridge, LLC, a Texas limited liability company (“Prograce”) are parties to that certain Development Agreement (Blue Ridge North in Blue Ridge, Texas), dated July 5, 2022 and recorded on July 6, 2022 as entry number 202200105519 in the official records of Collin County’s Records Office (the “Development Agreement”) related to the development of the Property commonly known as “Blue Ridge North” and consisting of approximately 59.015 acres of land in Blue Ridge, Collin County, Texas;

B. **WHEREAS**, on July 29, 2022, Prograce sold and conveyed fee title ownership in its entire portion of the Property to Developer and assigned all of its rights, title, interest, and obligations under the Development Agreement to Developer;

C. **WHEREAS**, consistent with the Development Agreement, BRISD intends to assign all of its rights, title, interest, and obligations under this Agreement to Developer or its affiliate upon Developer’s or its affiliate’s acquisition of fee simple title to the Property on or before December 31, 2022, and pursuant to such assignment, Developer, or if applicable its affiliate, will become the sole owner of the Property under this Agreement and shall be the sole “Owner” and “Developer” under this Agreement for all purposes; and

D. **WHEREAS**, the City and Owners desire by this First Amendment to modify Developer’s obligations to acquire right of way for the upgrades by Developer of Baker Street and White Street.

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:

1. Street Improvements – Baker Street. Section 3.1(c)(i) of the Development Agreement is amended and restated in its entirety as follows:

“With the installation of the Public Infrastructure for the first phase of development of the Property, the Developer agrees to construct Baker Street as described on Exhibit E (the “Baker Street Improvements”). With the first final plat of the Property, the Developer agrees to dedicate right-of-way that is 40 feet in width for the construction of Baker Street in the location show on Exhibit E. If additional right-of-way is needed for such improvements and to have a right-of-way that is 40 feet in width, the City agrees to acquire it pursuant to Section 3.1(f) below.”

An updated Exhibit E is attached hereto and shall replace in entirety the Exhibit E attached to the Development Agreement.

2. Street Improvements – White Street. Section 3.1(c)(ii) of the Development Agreement is amended and restated in its entirety as follows:

“With the installation of the Public Infrastructure for the first phase of development of the Property, the Developer agrees to construct White Street as described on Exhibit F (the “White Street Improvements”). With the first final plat of the Property, the Developer agrees to dedicate right-of-way that is 40 feet in width for the construction of White Street in the location show on Exhibit F. If additional right-of-way is needed for such improvements and to have a right-of-way that is 40 feet in width, the City agrees to acquire it pursuant to Section 3.1(f) below. The White Street Improvements shall include an underground stormwater system.”

An updated Exhibit F is attached hereto and shall replace in entirety the Exhibit F attached to the Development Agreement.

3. Annexation. The first two sentences of Section 2.6 of the Development Agreement are amended and restated in its entirety as follows:

“Unless another date is agreed to by Developer and City staff, as of March 31, 2023, this Agreement acts as Developer’s irrevocable voluntary annexation petition for the ETJ Property; however, a condition precedent to the City’s annexation of the ETJ Property shall be the City’s levy of PID Assessments as contemplated by this Agreement, which the Parties contemplate will occur at the same City Council meeting. The foregoing sentence shall not preclude Owner or Developer from electing to commence the annexation process earlier than March 31, 2023.”

Except as set forth above, the remaining portion of Section 2.6 of the Development Agreement shall not be altered or modified by this Amendment and shall remain enforceable in accordance with their terms.

4. Incorporation by Reference. The terms of the Development Agreement (as amended hereby) are hereby incorporated herein by this reference.

5. Development Agreement Affirmed. Except as specifically set forth herein, the Development Agreement is hereby affirmed and deemed to continue in full force and effect.

6. Recitals. The recitals contained in this First Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this First Amendment; (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 First Amendment, 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 First Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this First Amendment.

7. Recording. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this First Amendment shall be recorded in the deed records of Collin County.

8. Notices. The Notice provisions of Section 5.12 of the Development Agreement are amended to remove any obligation to provide Notice to Prograce. Once Developer obtains title to all of the Property, any obligation to provide Notice to BRISD shall automatically terminate. If Developer assigns the Development Agreement (as amended by this First Amendment), the Developer shall provide Notice to the City of the Assignee's contact information, and the Notice requirements of the Development Agreement shall be deemed to be updated to require the City to give future Notices in accordance with such Notice.

9. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. 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 the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after 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 Developer; and, neither the City nor its consultants have verified such information.

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

- | | |
|-----------|-----------------------------------|
| Exhibit E | Revised Baker Street Improvements |
| Exhibit F | Revised White Street Improvements |

[SIGNATURES TO FOLLOW]

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

ATTEST:

CITY OF BLUE RIDGE

Name: _____
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 _____, 2022 by _____,
_____ of the City of Blue Ridge, Texas on behalf of said city.

Notary Public, State of Texas

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

DEVELOPER/OWNER:

FIELDSDIE DEVELOPMENT, LLC,
a Texas limited liability company

Mitchell Fielding, its Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022 by Mitchell Fielding, Manager of Fieldside Development, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

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

OWNER:

BLUE RIDGE INDEPENDENT SCHOOL
DISTRICT

_____, its _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022 by _____ of the Blue Ridge Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

Exhibit "E"

Revised Baker Street Improvements

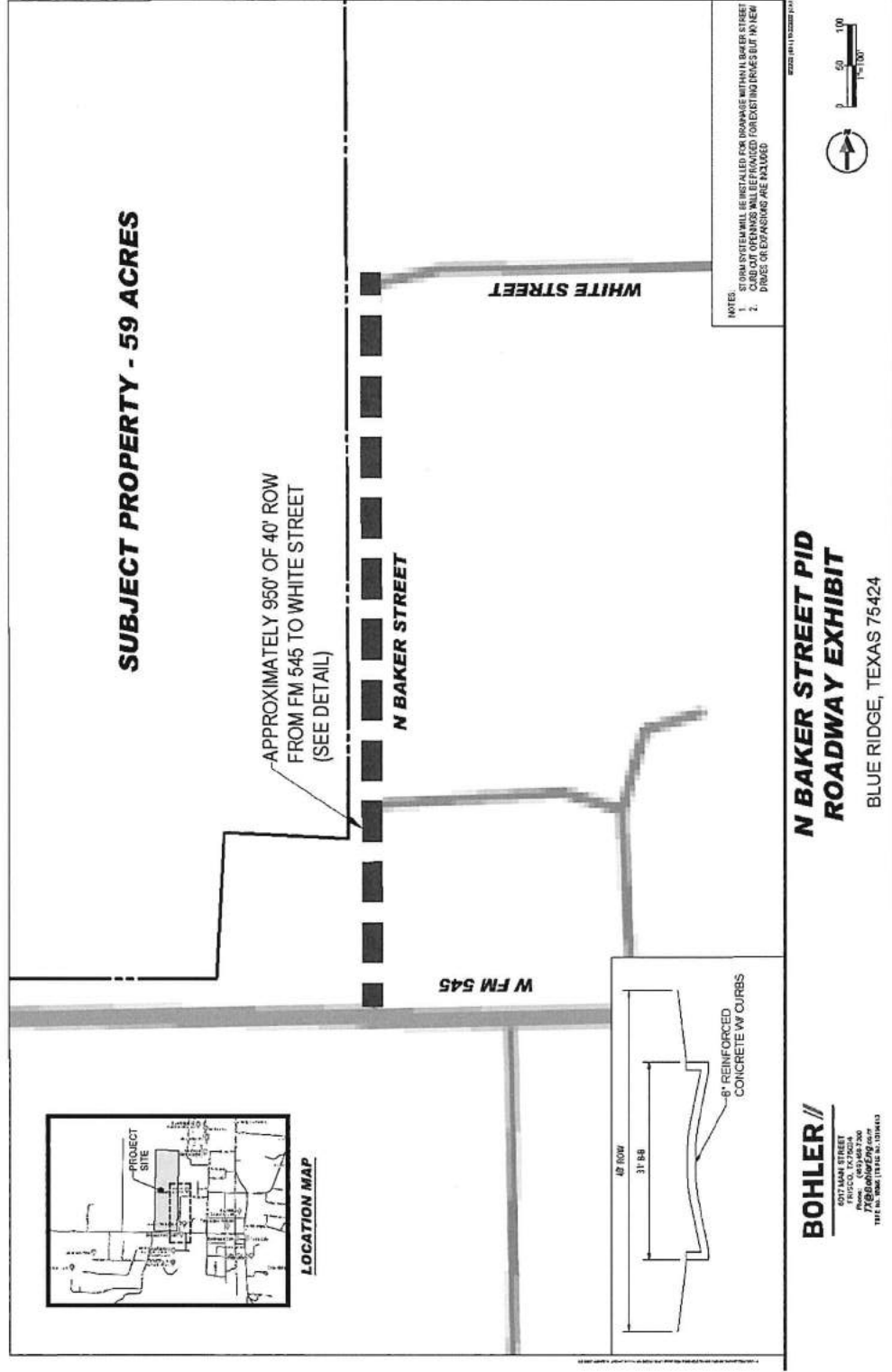
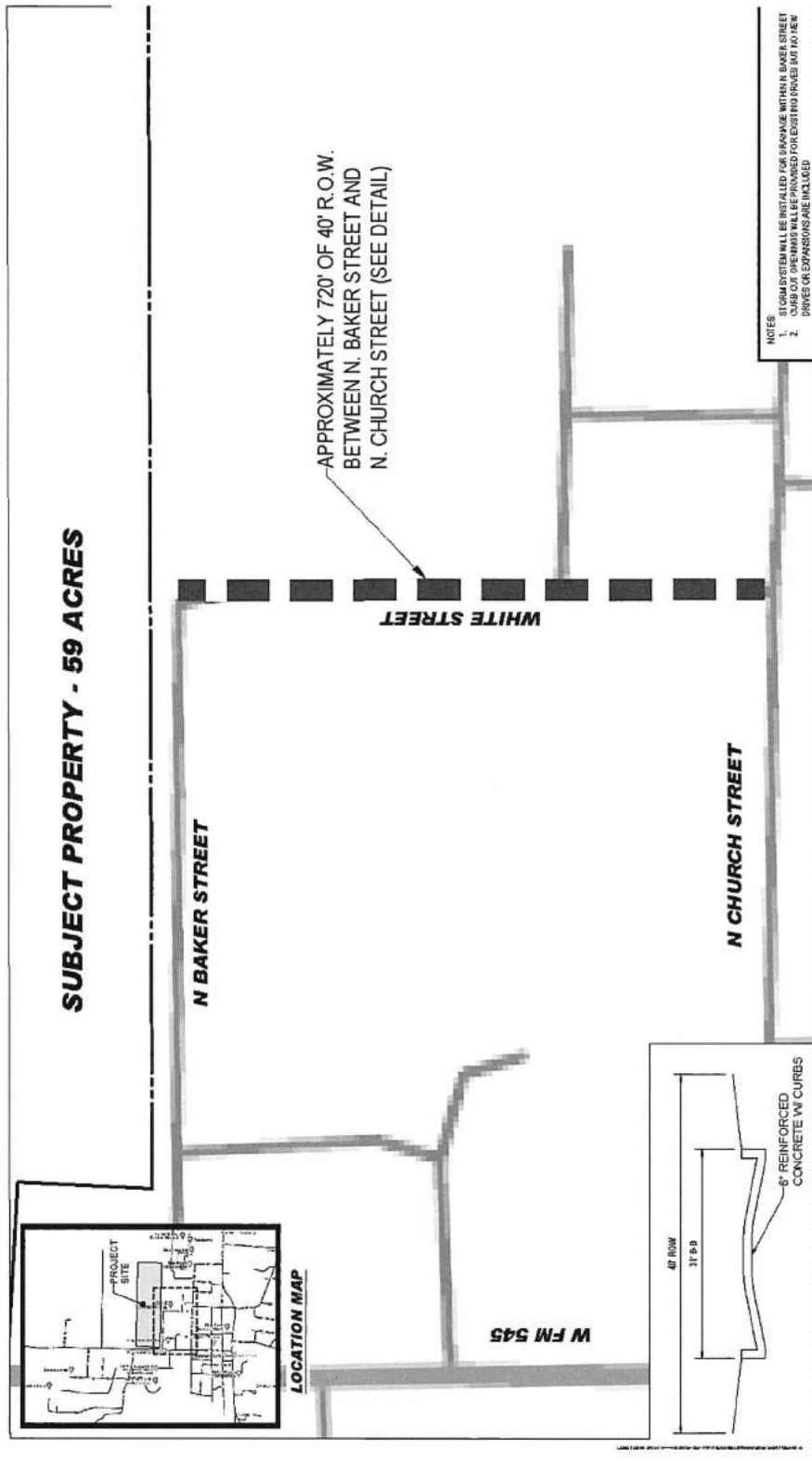


Exhibit 'F'

Revised White Street Improvements



**WHITE STREET
PID ROADWAY EXHIBIT**
BLUE RIDGE, TEXAS 75424

BOHLER //
5010 WHITE STREET
DALLAS, TEXAS 75244
PH: (214) 366-7246
TX@bohlereng.com
WWW.BOHLERENG.COM



The Prairie at Blue Ridge



Anna

Blue Ridge Cemetery
Blue Ridge

96.81 acres

Blue Ridge ETJ

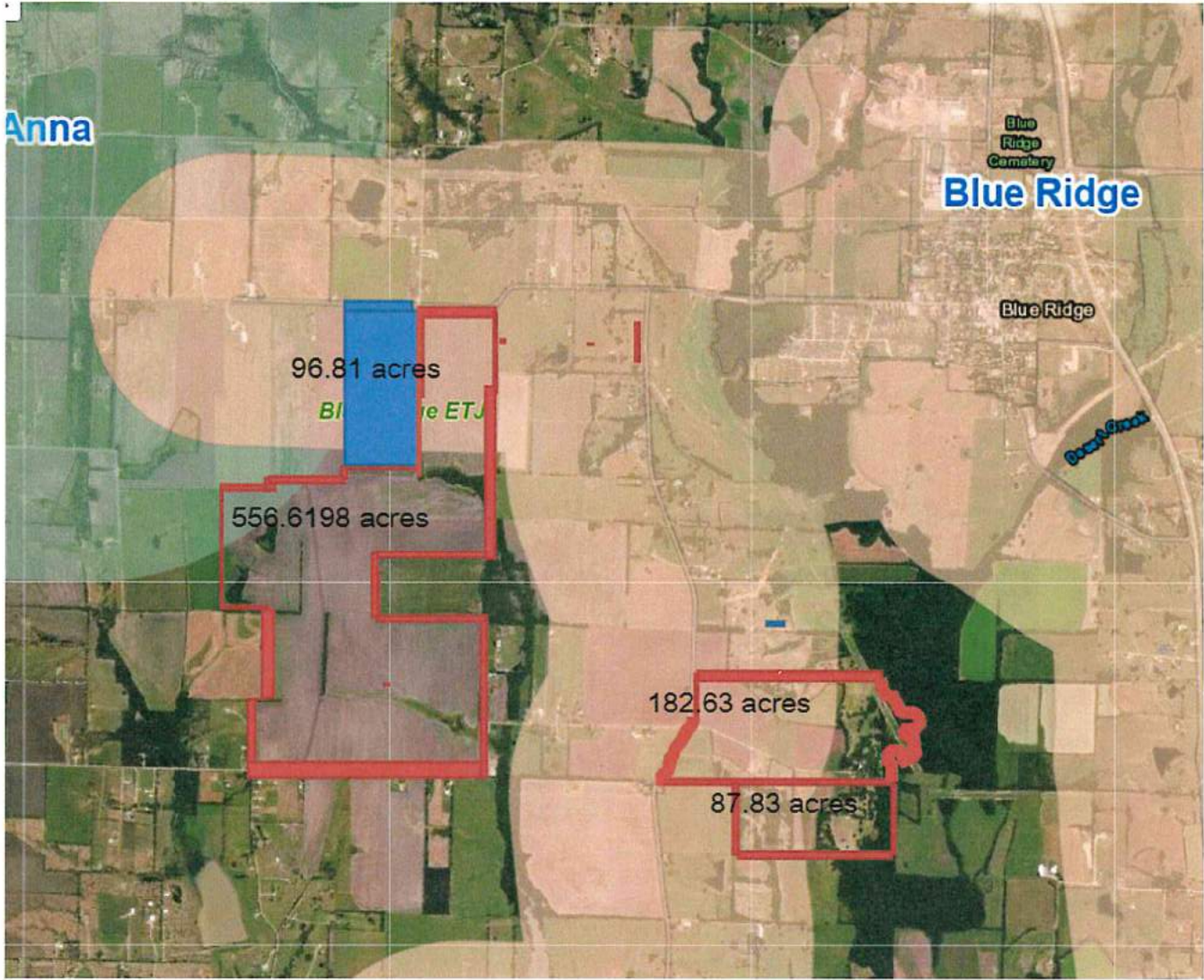
556.6198 acres

182.63 acres

87.83 acres

Blue Ridge

Downs Creek



COATS | ROSE

A PROFESSIONAL CORPORATION

MINDY L. KOEHNE
DIRECTOR

MKOEHNE@COATSROSE.COM
DIRECT: (972) 982-8461
FAX: (713) 890-3979

August 31, 2022

VIA FEDERAL EXPRESS

Ms. Edie Sims, City Secretary
City of Blue Ridge
200 S. Main
Blue Ridge, Texas 75424

Re: Proposed Annexation of 95.159 Acres into Blue Meadow Municipal Utility
District No. 1 of Collin County

Dear Ms. Sims:

Enclosed please find a copy of the Petition for Consent to Annexation of 95.159 acres into Blue Meadow Municipal Utility District No. 1 of Collin County. Please acknowledge receipt of this petition by completing the three certificates of receipt attached and return the certificates to our office in the FedEx envelope provided.

If you need any additional information, please contact me at (972) 982-8461.

Very truly yours,



Mindy L. Koehne

MLK:vc

14755 PRESTON ROAD, SUITE 600, DALLAS, TEXAS 75254
PHONE: (972) 788-1600 FAX: (972) 702-0662
coatsrose.com

HOUSTON | AUSTIN | DALLAS | NEW ORLEANS | CINCINNATI

4872-0753-3360.v1

CERTIFICATE OF RECEIPT

THE STATE OF TEXAS §

COLLIN COUNTY §

BLUE MEADOW MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY §

I, _____, City Secretary for the City of Blue Ridge, Texas, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annexation of Land into Blue Meadow Municipal Utility District No. 1 of Collin County as was filed with the City of Blue Ridge, Texas on the ____ day of _____, 2022.

WITNESS my hand and the Seal of said City this ____ day of _____, 2022.

By: _____

Edie Sims
City Secretary
City of Blue Ridge, Texas

(CITY SEAL)

CERTIFICATE OF RECEIPT

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COLLIN COUNTY §

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Edie Sims
City Secretary
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COLLIN COUNTY §

BLUE MEADOW MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY §

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WITNESS my hand and the Seal of said City this ____ day of _____, 2022.

By: _____

Edie Sims
City Secretary
City of Blue Ridge, Texas

(CITY SEAL)

PETITION FOR CONSENT TO ANNEXATION OF LAND
INTO BLUE MEADOW MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE RIDGE,
TEXAS:

The undersigned, BR 595 Investments, L.P., a Texas limited partnership (the "Petitioner"), being the owner of the property described in Exhibit "A" attached hereto (the "Property"), respectfully petitions the City of Blue Ridge, Texas (the "City") for its consent to the annexation of the Property into Blue Meadow Municipal Utility District No. 1 of Collin County ("District"). In support of this Petition, the Petitioner would show the following:

I.

The Property sought to be added to the District is described by the metes and bounds descriptions in Exhibit "A" attached hereto and made a part hereof for all purposes.

II.

The Property lies wholly within Collin County, Texas, and not within the boundaries of any incorporated city or town. The Property lies wholly within the exclusive extraterritorial jurisdiction of the City.

III.

The Petitioner is the holder of title to all of the Property as shown by the Collin County Tax Rolls and conveyances of record. There are no lienholders on the Property. No one resides on the Property.

IV.

The District was organized, created and established by the 87th Texas Legislature of the State of Texas, HB 4591 ("Bill") adding Chapter 7929A to the Special District Local Laws Code, as amended, and operates pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District is generally empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Property at the present time is the construction, maintenance and operation of a waterworks system for domestic purposes; the construction, maintenance and operation of a sanitary sewer collection system; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Property is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer, and drainage facilities and roads. The health and welfare of the future inhabitants of the Property require the acquisition and installation of an adequate waterworks, sanitary sewer, and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Property within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Property is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be developed for residential purposes in the foreseeable future.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$_____.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Blue Ridge, Texas, adopt a resolution giving its written consent to the addition of the Property to the District.

[SIGNATURES ON THE FOLLOWING PAGES]


RESPECTFULLY SUBMITTED THIS 31st day of AUGUST, 2022.

PETITIONER:

BR 595 INVESTMENTS, L.P.
a Texas limited partnership

By:

BR 595 Investments, GP, LLC
a Texas limited liability company
its General Partner

By: 

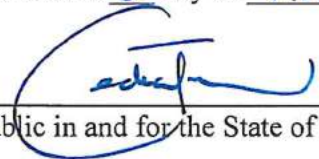
Name: Bob C. Ladd

Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, on this day personally appeared Bob C. Ladd as Manager of BR 595 Investments, GP, LLC, a Texas limited liability company, General Partner of BR 595 Investments, L.P., a Texas limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of AUGUST, 2022.


Notary Public in and for the State of Texas

(NOTARY SEAL)

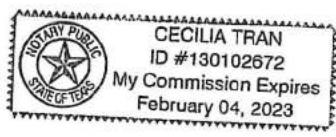


EXHIBIT "A"

EXHIBIT "A"

Order No.: 9001222201447

BEING all of that of land in Collin County, Texas, out of the Jonathan Douthit Survey, A-251, and being all of that called 96.806 acres of land described in deed to R&D Aycock, Ltd. as recorded in Volume 5105, Page 2819 of the Land Records of Collin County, Texas, and being further described as follows:

BEGINNING at a 5/8 inch steel rod found on the South line of F.M. Highway No. 545, at the Northeast corner of said 96.806 acres, and at the Northwest corner of that called 557.57 acres of land described in deed to BR595 Investments, L.P. as recorded under CC# 20210326000609850 of the Official Public Records of Collin County, Texas, from which a TxDot monument found bears South 01 degrees 20 minutes 52 seconds East, 52.77 feet for witness;

THENCE South 01 degrees 20 minutes 52 seconds East (Directional Control Line), 3084.02 feet along the common line of said 96.806 acres and said 557.57 acres to a 1/2 inch steel rod found at the Southeast corner of said 96.806 acres, and at an ell corner of said 557.57 acres;

THENCE North 88 degrees 31 minutes 34 seconds West, 1381.94 feet to a 1/2 inch steel rod found at the Southwest corner of said 96.806 acres, at a Northwest corner of said 96.806 acres, and on the East line of that called 25.05 acres of land described in deed to Leroy W. Warren, Jr. and Linda F. Warren as recorded under CC# 20070530000726310 of the Official Public Records of Collin County, Texas;

THENCE North 01 degrees 04 minutes 29 seconds West, 3061.57 feet to a 5/8 inch steel rod found on the South line of said F.M. Highway No. 545, at the Northwest corner of said 96.806 acres, and at the Northeast corner of said 25.05 acres;

THENCE South 89 degrees 26 minutes 16 seconds East, 1366.43 feet along the South line of said F.M. Highway No. 545 to the POINT OF BEGINNING, containing 96.806 acres of land.

SAVE AND EXCEPT the following described Tract of Land:

BEING, 71,745 square feet (1.6470 acre) of land located in the Jonathan Douthit Survey, Abstract Number 251, Collin County, Texas, and being part of a called 96.806 acre tract of land described as "Exhibit B" in Corrected Warranty Deed to R&D Aycock, Ltd., recorded in Instrument No. 2002021300023157 of the Official Public Records of Collin County, Texas (OPRCCT); said 1.6470 acre tract being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod (Controlling Monument (CM)) found in the East line of a called 25.05 acre tract of land described in Warranty Deed with Vendor's Lien to Leroy W. Warren, Jr. and spouse, Linda F. Warren recorded in Instrument Number 20070530000726310, OPRCCT for the Southwest corner of the said called 96.806 acre tract;

THENCE, North 01 degree, 04 minutes, 36 seconds West, along the West line of the said called 96.806 acre tract and the said East line of the called 25.05 acre tract, a distance of 3,008.11 feet to a 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set in the new South Right-of-Way line of Farm to Market Road 545 (FM545) (Melissa Road) for the POINT OF BEGINNING, having a State Plane Coordinate System, NAD 83 (Epoch 2010), Texas North Central Zone 4202 surface coordinate of North 7,162,561.89 and East 2,598,047.00; said point being 66.00 feet Right of centerline Station 450+30.83;**

(1) THENCE, North 01 degree, 04 minutes, 36 seconds West, departing the said new South

EXHIBIT "A"

(continued)

Right-of-Way line of FM 545, along the said West line of the called 96.806 acre tract and the said East line of the called 25.05 acre tract, a distance of 53.15 feet to a calculated point in the existing South Right-of-Way line of FM 545 and the South line of a called 1.252 acre tract of land described in Right-of-Way Deed to the State of Texas recorded in Volume 358, Page 177, DRCCT, for the Northwest corner of the said called 96.806 acre tract and the Northeast corner of the said called 25.05 acre tract, from which a 5/8 inch iron rod found bears North 01 degree, 04 minutes, 36 seconds West, a distance of 0.38 feet;

(2) THENCE, South 89 degrees, 24 minutes, 58 seconds East, along the said existing South Right-of-Way line of FM 545, the said South line of the called 1.252 acre tract, and the North line of the said called 96.806 acre tract, a distance of 1,366.50 feet to a calculated point for the Northeast corner of the said called 96.806 acre tract and the Northwest corner of a called 169.531 acre tract of land described in Correction Instrument as to a Recorded Original Instrument recorded in Instrument Number 20170322000362630, OPRCCT, Correction Instrument as to a Recorded Original Instrument recorded in Instrument Number 20170320000355510, OPRCCT, and a Special Warranty Deed with Vendor's Lien recorded in Instrument Number 20170104000014460, OPRCCT, from which a T-post found bears North 01 degree, 18 minutes, 54 seconds West, a distance of 1.84 feet;

(3) THENCE, South 01 degree, 18 minutes, 54 seconds East, departing the said existing South Right-of-Way line of FM 545 and the said South line of the called 1.252 acre tract, along the East line of the said called 96.806 acre tract and the West line of the said called 169.531 acre tract, a distance of 51.90 feet to a 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for corner in the said new South Right-of-Way line of FM 545; said point being 56.00 feet Right of centerline Station 463+97.51; **

(4) THENCE, North 89 degrees, 28 minutes, 08 seconds West, departing the said East line of the called 96.806 acre tract and the said West line of the called 159.531 acre tract, along the said new South Right-of-Way line of FM 545, over and across the said called 96.806 acre tract, a distance of 1,366.68 feet to the POINT OF BEGINNING.

CONTAINING: 71,745 square feet or 1.6470 acres of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.