

**A Resolution of the City of Plano, Texas, approving and authorizing the City Manager to execute an Escrow Agreement relating to the Haggard Farm Public Improvement District; and resolving other matters related thereto.**

**WHEREAS**, on January 9, 2023, the City Council (the "City Council") of the City of Plano, Texas (the "City") adopted a resolution creating the Haggard Farm Public Improvement District (the "District") in accordance with Chapter 372, Texas Local Government Code, as amended (the "Act"); and

**WHEREAS**, the City desires to approve the "Escrow Agreement" relating to the District (the "Escrow Agreement"); and

**WHEREAS**, the Escrow Agreement authorizes and directs the Escrow Agent (as defined in the Escrow Agreement) to hold in escrow a dissolution petition (the "Dissolution Petition"), signed by the Owner (as defined in the Escrow Agreement), with respect to the District, with instructions to submit the Dissolution Petition to the City Council in certain events, as described in the Escrow Agreement; and

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

**Section I.** The findings and premises contained in the WHEREAS clauses above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes.

**Section II.** The Escrow Agreement in substantially the form attached hereto as **Exhibit A**, is approved and the City Manager is authorized to execute such Escrow Agreement on behalf of the City.

**Section III.** This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED** on the 9th day of January, 2023.

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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Exhibit A to Resolution  
Escrow Agreement

## **ESCROW AGREEMENT**

This Escrow Agreement (this "Agreement") is entered into on January 9, 2023, by and among Haggard Enterprises Limited, Ltd., a Texas limited partnership and Acres of Sunshine, Ltd., a Texas limited partnership (collectively, the "Owner"), the City of Plano, Texas (the "City"), and the City Secretary of the City (the "Escrow Agent").

### **AGREEMENT**

This Agreement shall constitute the irrevocable escrow instructions of the Owner and the City to the Escrow Agent in connection with the City's creation and potential dissolution of the Haggard Farm Public Improvement District (the "District").

**Section 1.** In connection with the City adopting Resolution No. [\_\_\_\_], authorizing and creating the District (the "Creation Resolution"), recorded in the real property records of Collin County, Texas, as Document No. [\_\_\_\_] on [\_\_\_\_], 2023, the Owner executed and delivered to the Escrow Agent a "Petition for the Dissolution of the Haggard Farm Public Improvement District" (the "Dissolution Petition") attached hereto as **Exhibit A**.

**Section 2.** In the event, (i) the City has not levied assessments on any of the property within the District within twenty-four (24) months of the date of this Agreement, or (ii) upon earlier request by the Owner, the Escrow Agent is hereby authorized to date the attached Dissolution Petition and to file the dated Dissolution Petition with the City Secretary of the City for the purpose of allowing the City to dissolve the District in accordance with Chapter 372 of the Texas Local Government Code, including specifically Section 372.011.

**Section 3.** In the event Owner shall sell all or a portion of the land located within the District prior to the time the City has levied assessments on any of the property within the District, Owner shall require the purchaser(s) of such land to execute and file with the Escrow Agent an identical Dissolution Petition relative to the land it has purchased and shall also require the purchaser(s) to execute an amendment to this Escrow Agreement, adding the new purchaser(s) as parties hereto.

**Section 4.** The Owner agrees to indemnify, protect, save and hold harmless the Escrow Agent, its successors, assigns and agents from and against any and all liabilities, obligations, losses, damages, claims, actions, suits, costs, or expenses (including attorney's fees) of whatsoever kind or nature imposed on, incurred by, or asserted against the Escrow Agent which in any way relate to, or arise out of, the execution and delivery of this Agreement and any action taken hereunder; provided, however, the parties hereto shall have no obligation to indemnify, save, and hold harmless the Escrow Agent, its successors, assigns, and agents from any liability incurred by, imposed upon, or asserted against it for its own willful misconduct or gross negligence.

**Section 5.** If the Escrow Agent signing this Agreement is no longer the City Secretary of the City, then the duties of the Escrow Agent will fall immediately and automatically to her successor.

**Section 6.** This Agreement cannot be amended or modified without the written approval of all parties to this Agreement and the written acknowledgement of the Escrow Agent.

**Section 7.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by, and construed in accordance with the law of the State of Texas; and the performance of all obligations shall be in Collin County, Texas.

**Section 8.** This Agreement shall terminate upon the dissolution of the District or the levy of assessments on the property within the District.

**Section 9.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 10.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner and the Escrow Agent each hereby represent that neither the Owner nor the Escrow Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner or the Escrow Agent, as applicable, 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 comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable state or federal law and excludes the Owner and the Escrow Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner and the Escrow Agent, as applicable, 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 state or federal sanctions regime relating to a foreign terrorist organization. The Owner and the Escrow Agent each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner or the Escrow Agent, as applicable, and exists to make a profit.

*[Remainder of page left blank intentionally.]*

EXECUTED AND EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

**CITY:**

**City of Plano, Texas**

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MARK D. ISRAELSON  
CITY MANAGER

**OWNER:**

**Haggard Enterprises Limited, Ltd.,**  
a Texas limited partnership

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

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

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

**OWNER:**

**Acres of Sunshine, Ltd.,**  
a Texas limited partnership

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

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

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

**ESCROW AGENT**

**City of Plano, Texas**

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LISA C. HENDERSON,  
CITY SECRETARY

Exhibit A

Petition to Dissolve the Haggard Farm Public Improvement District

## PETITION FOR THE DISSOLUTION OF THE HAGGARD FARM PUBLIC IMPROVEMENT DISTRICT

This petition (the “Petition”) is submitted and filed with the City Secretary of the City of Plano, Texas (the “City”), by Haggard Enterprises Limited, Ltd., a Texas limited partnership and Acres of Sunshine, Ltd., a Texas limited partnership (collectively, the “Owner”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “Act”), hereby requesting that the City conduct a public hearing regarding this Petition, pursuant to Section 372.011 of the Act, to consider dissolving the Haggard Farm Public Improvement District (the “District”). In support of this Petition, the Owner presents the following:

### I.

The District was created by Resolution No. \_\_\_\_\_ adopted by the City Council of the City on January 9, 2023. The property comprising the District (the “Property”) is more particularly described in **Exhibit A** and is depicted in **Exhibit B**, both of which are attached hereto and are incorporated by reference herein.

### II.

The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for the development of the property within the District (collectively, the “Authorized Improvements”), which public improvements may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, including costs incurred in connection with the issuance of bonds for such projects, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

### III.

The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the District is \$115,000,000 plus the annual cost of supplemental services, if any. The City will pay no costs of the Authorized Improvements or supplemental services costs from funds other than assessments



levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

IV.

As of the date of this Petition, the Authorized Improvements have not been completed and the purposes for which the District was created have been frustrated.

V.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

RESPECTFULLY SUBMITTED, on this the \_\_\_\_\_, 20\_\_

**OWNER:**

**Haggard Enterprises Limited, Ltd.,**  
a Texas limited partnership

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

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

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

**OWNER:**

**Acres of Sunshine, Ltd.,**  
a Texas limited partnership

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

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

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

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

**Metes and Bounds**

**ZONING DESCRIPTION**

142.49 ACRES

**BEING** a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas; and being part of Windhaven Parkway, Spring Creek Parkway and Parkwood Boulevard and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2523, Page 172 of the Land Records of Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2739, Page 967 of said Land Records and being part of a tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, LTD. recorded in Volume 4227, Page 835 of the Land Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Windhaven Parkway (a variable width right-of-way);

**THENCE** with said centerline of Windhaven Parkway, the following courses and distances:

South 42°22'41" West, a distance of 158.86 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 46°00'40", a radius of 800.00 feet, a chord bearing and distance of South 66°13'45" West, 625.31 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 642.44 feet to a point for corner;

South 89°14'05" West, a distance of 337.88 feet to a point for corner;

**THENCE** said centerline of Windhaven Parkway, the following courses and distances:

North 0°00'00" East, a distance of 63.50 feet to a point at the beginning of a tangent curve to the left having a central angle of 29°35'57", a radius of 450.00 feet, a chord bearing and distance of North 14°47'58" West, 229.89 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 232.47 feet to a point for corner;

North 29°36'05" West, a distance of 1011.83 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 5°58'43", a radius of 441.64 feet, a chord bearing and distance of North 27°16'14" West, 46.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 46.08 feet to a point for corner;

South 80°03'46" West, a distance of 584.73 feet to a point in the east line of Lot 58, Block A, Common Open Space, Avignon Windhaven, Phase 3 an addition to the City of Plano according to the plat recorded in Instrument No. 20111209010002540 of the Official Public Records of Collin County, Texas; and being in the approximate centerline of Creek Number 5B29;

**THENCE** with the east line of said Lot 58 and said approximate centerline of Creek Number 5B29, the following courses and distances:

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**EXHIBIT A**  
**Metes and Bounds Description of the Property**

North 24°50'38" West, a distance of 17.56 feet to a point for corner;  
North 75°15'49" West, a distance of 53.86 feet to a point for corner;  
North 55°19'20" West, a distance of 34.91 feet to a point for corner;  
North 33°59'39" West, a distance of 99.90 feet to a point for corner;  
North 15°48'40" East, a distance of 80.20 feet to a point for corner;  
North 56°15'56" West, a distance of 62.96 feet to a point for corner;  
North 0°28'11" West, a distance of 42.59 feet to the northeast corner of said Lot 58;

**THENCE** with the north line of said Block A, Avignon Windhaven, Phase 3, South 81°04'33" West, passing at a distance of 691.05 feet the northwest corner of said Block A, Avignon Windhaven, Phase 3 and the northeast corner of Lot 38, Block A, Avignon Windhaven, Phase 2 an addition to the City of Plano according to the plat recorded in Instrument No. 20091008010002560 of the Official Public Records of Collin County, Texas, continuing with north line of said Block A, Avignon Windhaven, Phase 2, passing at a distance of 1126.56 feet the northwest corner of said Block A, Avignon Windhaven, Phase 2 and the northeast corner of Lot 31, Block A, Avignon Windhaven, Phase 1 an addition to the City of Plano according to the plat recorded in Cabinet R, Slide 205 of the Map Records of Collin County, Texas, continuing with the north line of said Block A, Avignon Windhaven, Phase 1, passing at a distance of 2040.83 feet the northeast corner of said Block A, Avignon Windhaven, Phase 1, continuing in all a total distance of 2505.50 feet to a point for corner in said centerline of Parkwood Boulevard; said point also being at the beginning of a non-tangent curve to the left having a central angle of 2°41'09", a radius of 774.92 feet, a chord bearing and distance of North 1°21'12" East, 36.32 feet;

**THENCE** with said centerline of Parkwood Boulevard, the following courses and distances:

In a northeasterly direction, with said curve to the left, an arc distance of 36.32 feet to a point at the end of said curve;  
North 0°00'44" East, a distance of 359.06 feet to a point at the beginning of a tangent curve to the right having a central angle of 76°22'01", a radius of 789.72 feet, a chord bearing and distance of North 38°11'45" East, 976.38 feet;  
In a northeasterly direction, with said curve to the right, an arc distance of 1052.58 feet to a point at the end of said curve;  
North 76°22'45" East, a distance of 230.20 feet to a point at the beginning of a tangent curve to the left having a central angle of 76°59'40", a radius of 805.00 feet, a chord bearing and distance of North 37°52'55" East, 1002.19 feet;  
In a northeasterly direction, with said curve to the left, an arc distance of 1081.76 feet to a point at the end of said curve;  
North 0°36'55" West, a distance of 180.53 feet to at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Parkwood Boulevard (a variable width right-of-way);

**THENCE** with said centerline of Spring Creek Parkway, the following course and distances:

North 89°12'46" East, a distance of 47.67 feet to a point at the beginning of a tangent curve to the right having a central angle of 57°23'42", a radius of 2270.36 feet, a chord bearing and distance of South 62°05'23" East, 2180.39 feet;  
In a southeasterly direction, with said curve to the right, an arc distance of 2274.29 feet to a point for corner;

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**EXHIBIT A**  
**Metes and Bounds Description of the Property**

South 33°23'29" East, a distance of 1403.39 feet to a point at the beginning of a tangent curve to the left having a central angle of 23°53'29", a radius of 2153.93 feet, a chord bearing and distance of South 45°20'14" East, 891.66 feet;

In a southeasterly direction with said curve to the left, an arc distance of 898.15 feet to the **POINT OF BEGINNING** and containing 142.49 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

### Property Depiction

