

July 17, 2025

Cindy Schneibel, President and CEO
McKinney Community Development Corporation
7300 SH 121, SB, Suite 200
McKinney, TX 75070

RE: Request to Amendment MCDC Loan Award (4B 24-15)

Dear Ms. Schneibel:

Please accept this letter from Sanchez Charities (SC) as a formal update to Project MCDC 2024-15 and a formal request to amend certain terms of the previously awarded grant by the McKinney Community Development Corporation (MCDC) to SC. MCDC's support of this collaborative advocacy center is critical given McKinney's growth and evolving demographics. As you may recall, the Sanchez Charities proposal 2024-15 was for the establishment of a collaborative health and human services advocacy center which would provide low-cost rent to service providers; embrace an advocacy model; and advance multi-agency collaboration. As an illustration of why this collaborative advocacy center is needed:

- According to PNC, "a recent survey (April 2025) found that 77% of American workers are currently living paycheck to paycheck, and it's an issue that occurs at nearly all income levels. Even if you have a steady job, rising expenses and debt may make it hard to get ahead. This common struggle often comes down to a lack of a financial cushion." **(See Exhibit F)**
- According to the MISD statistics, over 35% of the MISD students are economically disadvantaged and over 30% of the students are at risk of dropping out of school.
- Catholic Charities of Dallas estimates that of the 1.1 million people in Collin County, one in five (1 in 5) families in the region live in poverty. **(See Exhibit F)**
- With just under 1.1 million in Denton County, Serve Denton provided over 70,000 client services in 2024 according to Pat Smith, CEO Serve Denton. **(See Exhibit F)**
- With a population of half the size of McKinney's population, Allen Texas' All Community Outreach (ACO) reports serving over 12,000 individuals (including some from McKinney) distributing over 1.4 million lbs. of food to over 9,000 individuals. ACO provides toys, school supplies and educational / employment training with nearly 4,000 volunteers dedicating nearly 33,000 volunteer hours for a volunteer labor value of nearly \$1 million. ACO is supported by a number of private organizations and several cities including the City of McKinney.
- The Samaritan Inn website indicates that it has served over 110,000 people. On a typical night they report housing over 160 people with a third of them being children. **(See Exhibit F)**
- According to a recent report by Community Lifeline Center, CLC distributed over 1.1 million meals; served over 100,000 individuals of which over 50% were elderly, disabled or children; and provided nearly \$350,000 in emergency financial aid. CLC reports an increase in family need of over 20%. **(See Exhibit F)**

Based on preliminary estimates and population needs, the NeighborHUB anticipates providing services to over 5,000 individuals in the first year and over 20,000 by the fifth year.

The MCDC's support was critical in pushing for a larger and sustainable model. Being good and responsible stewards of the MCDC's grant and following the guidance of the MCDC during the consideration process from 2024, Sanchez Charities (SC) has not encumbered any funds and instead has focused on the MCDC Board's recommendations of capacity and sustainability. The MCDC awarded SC

a forgivable loan for the actual infrastructure and related costs, but the MCDC did have specific directives regarding the “size” of the facility and the long-term sustainability.

BACKGROUND:

During the application process, the MCDC board members indicated a desire for the center to “scale up” as it was noted that the then proposed building of +/-10,000 sf did not seem large enough to address the growing needs of the community. Additionally, the MCDC wanted SC to focus on the long-term sustainability of the facility while ensuring lease rates would remain affordable. At the time, the business model relied heavily on a debt component for final implementation which was being provided by Credit Union of Texas (CUTX). CUTX offered a favorable development loan package which utilized the MCDC’s grant funding, the cash provided by SC and other private donors, and in-kind donations. At that time, SC was ready to move forward and shoulder the risk and commitment of the long-term debt.

After the MCDC awarded the infrastructure grant, SC leveraged its relationships with several institutional partners to address the MCDC concerns of scale and sustainability. The ensuing commitments by these institutional partners amend the original plan but expedite the implementation trajectory. SC respectfully submits this summary and corresponding request for amendments to the MCDC for consideration.

Pursuant to Section 11 (a) of the Loan Agreement, SC respectfully submits the following update and amendment proposal to the MCDC for consideration:

UPDATES:

There are four (4) significant updates:

1. Organizational issues raised
 2. Updated anchor tenants
 3. Relocation of the site to a larger site with a larger proposed building.
 4. Sustainability via institutional partners
-
1. Organizational Issues Raised
 - Misconceptions addressed
 - This collaborative advocacy center is **not** a homeless shelter. Just like there is a misconception that Samaritan Inn is a homeless shelter, but it is not; neither is the proposed NeighborHUB. The original proposal did include office space for Emmanuel Labor (Paul Ballesteros) to continue his mission for the homeless, by providing him space for his volunteers and a space for him to integrate the unhoused into social services. However, even under the original proposal, the NeighborHUB did not have any overnight homeless accommodations, nor was it a homeless shelter – the NeighborHUB has always been a facility to provide health and human services including but not limited to reintegration services. Due to recent state legislation (which did not pass), this collaborative advocacy center could have faced headwinds. Mr. Ballesteros graciously offered to be removed from the programming of this facility to avoid the successful implementation of the broader vision for the NeighborHUB.
 - In coordination with McKinney Officer Terry Qualls, SC has also met with the Collin County Law Enforcement Officers (LEO) coalition on homelessness which comprises LEO’s from several cities in Collin County. SC has explained to this group that the NeighborHUB is NOT a homeless shelter and that the mission of the NeighborHUB is to provide health and human services advocacy center.
 - SC’s “Franchise Tax” standing
 - All State Comptroller Franchise Tax Certificates illustrating good standing have been provided to MCDC previously.

2. **Updated Service Providers** – The critical service pillars for the NeighborHUB remain intact with some updates. The anchor agencies have changed slightly due to some of the original anchor agencies’ financial challenges in 2024-2025. The NeighborHUB continues to be supported by the over two dozen agencies and organizations which were part of the original application as well as a broader community coalition that includes new organizations and worship groups **(See Appendix)**. In addition, this project has received dozens of support e-mails through the NeighborHUB website portal. **(See Appendix)**

- One Heart McKinney (OHM) has taken the role of providing in-take and advocacy services (previously described as “case management”) at the NeighborHUB. In this role, OHM will be the clearing house for helping people connect with relevant agencies. OHM will be the conduit between neighbors in need and the various service providers including referrals to outside agencies. In the past two years, OHM has assisted over 1,100 families which equates to nearly 4,000 family members with referrals (+3,400) and housing assistance (+500) **(See Exhibit F)**. OHM is in full support and continues to focus on data sharing, a common digital platform and transportation services which link to outside referral agencies. **(See Appendix)**
- Streetside Showers will have its corporate headquarters and volunteer center in the NeighborHUB. Currently, Streetside Showers stores their trucks in ten (10) different storage areas in four (4) different counties and their volunteers are required to travel great distances for basic logistics. This facility will allow Streetside Showers to store their mobile shower units in one central location, but no on-site shower services will be provided at this facility.
- Neighbors Nourishing Neighbors (NNN), a top 5 North Texas Food Bank agency, has committed to taking on the role of primary food provider **(See Exhibit A)**. NNN, currently headquartered in Prosper, Texas and serving far west McKinney, will fill two functions in terms of food services.
 - Food distribution provider
 - Assume ownership of the entire McKinney Little Free Pantry (MLFP) organization. NNN and SC have entered into an agreement so that NNN assumes all ownership and operations of the MLFP allowing SC to focus on other efforts throughout the community. **(Exhibit A)**

Due to NNN’s success, the North Texas Food Bank has indicated their financial support for specialty items like refrigeration equipment, storage racks and lift systems. There is a scheduled meeting in August 2025 to address these details.

- Catholic Charities of Dallas (CCD) has joined as a major anchor tenant. CCD currently owns and operates the Community Health Clinic in McKinney and is focused on a more community-based model within the 75069-zip code **(See Exhibit F)**. CCD intends to move the Community Health Clinic from its current location into this collaborative advocacy center. Additionally, CCD will have medical prescription services, financial literacy education, parenting classes, Income Tax Assistance, counseling and legal services. Currently, CCD provides services to people from all 39 zip codes in Collin County. Both NNN and CCD provide food support for those in need. Texas leads the nation in food insecurity and 1 in 6 children live in those food-insecure households, according to CCD’s research **(See Exhibit F)**.

3. Larger Facility and relocation of original site –

- During project consideration, the MCDC Board members noted the original facility was undersized for McKinney's growing population; but that at least it was a good start.
- After the MCDC took the bold step to support the proposal, the organizational leadership of the Presbyterian Church (Grace Presbytery) (GP) contacted SC about collaboration.
 - After nearly 150 years in existence, the First Presbyterian Church congregation had been experiencing a decline in membership and financial stability.
 - Lamentably, GP made the difficult decision to close the First Presbyterian congregation (not the church building) since the congregation could no longer financially support the expenses of the pastoral care or the operations of the building.
 - As a part of that decision, GP invited a new worship group (Grace House Community Church) to utilize the existing actual building
 - Grace House has become a major supporter of this advocacy center. **(See Appendix).**
- GP, which owns and operates the actual real estate assets of the national Presbyterian Church, has been evaluating the church's real estate assets and how to redeploy those assets regionally and nationally to reinvest in their respective communities. GP has found that collaboration projects like the NeighborHUB are part of the future strategy. **(See Appendix)**
 - GP local and regional governing authorities carefully considered the HUB's collaborative advocacy center and overwhelmingly voted to support the implementation strategy which involves selling their excess 2.5 acres at a "mission based" price to SC.
 - The conditions of the sale are that the land be utilized for the purpose of a not-for-profit community-based advocacy center thereby still advancing the Church's mission.
 - GP is in full support of the NeighborHUB. **(See Exhibit G)**

4. Institutional Partners –

- Grace Presbytery
 - GP will continue to be an advocate for the long-term sustainability of the HUB and has encouraged the Trinity Presbyterian Church in west McKinney to continue its long-standing support of SC and the NeighborHUB **(See Appendix)**. Trinity Presbyterian Church is a strong supporter of community outreach including SC's McKinney Little Free Pantry. Trinity Presbyterian provides volunteers, hosts food drives and an annual open forum hosting not-for-profit organizations.
- McKinney Church of Jesus Christ of Latter-Day Saints
 - One of McKinney's other long standing community advocate groups, McKinney Church of Jesus Christ of Latter-Day Saints (MCJCLDS) approached SC about two proposals to enhance the sustainability model. MCJCLDS has introduced the NeighborHUB concept to their regional organization and has received an outpouring of support. **(See Appendix)**
 1. MCJCLDS proposed hosting an annual "*Run for Hope; Walk in Faith*" family friendly event to raise funds and awareness for the collaborative advocacy center. As part of the event, the City of McKinney issued a proclamation for the event. In coordination with MCDC, the City of McKinney and a host of private business and spiritual organizations, MCJCLDS hosted its inaugural event in April 2025. The event assembled supporters for unity and collaboration throughout Collin County and the metroplex. The inaugural family friendly event had nearly five hundred participants from over twenty (20) cities reflecting the regional involvement with live entertainment and several side events for non-runners. Over ten faith-based



organizations participated and MCJCLDS presented Rev. Mally Baum (McKinney Trinity Presbyterian) with the “**Community Impact Award**” in recognition of her exceptional service. Representatives from the Christian community, Muslim community, Hindu Community, Bahai community and others volunteered and participated in the run. Nearly twenty corporate sponsors supported the event which raised nearly \$30,000 for the NeighborHUB (**See Exhibit F**). SC and CJCLDS have prepared several videos of the event (<https://www.ccneighborhubmck.org/about-us/>). Having learned many lessons, next year’s event is already in the planning phases. Below is a list of corporate sponsors from the Spring 2025 event:

- | | | | |
|---|-------------------------------------|----------------------------------|-------------------------------|
| - Mainsquare Development | - City Park | - Secured Title of Texas | - Hill City Mission |
| - Heart of Highland Foundation (Highland Homes) | - Keller Williams – Kim Davis Group | - Doubletree Hotel of Richardson | - St. Andrew Episcopal Church |
| - DREES Homes | - Entraca Software | - Frost Bank | - Dawoodi Bhora |
| - The Sanchez Advisory Group | - Canada Lewis & Associates, PLLC | - Enovara | - CC Homeless Coalition |

2. CJCLDS has also committed to supporting the advocacy center by providing volunteers and in-kind donations for equipment, furniture and fixtures for the facility.

- Catholic Charities of Dallas

- Catholic Charities of Dallas (CCD) has an historically strong relationship with the broader CJCLDS which has included CCD in their annual “*Giving Machine*”
- CCD, GP and SC participated in visioning and collaboration meetings with McKinney’s CJCLDS and other McKinney stakeholders regarding collaboration and advocacy.
- CCD, which focuses on community development and support efforts from Navarro County up to Grayson and Fannin Counties (addressing the needs of over 5 million people over a 7,500 square mile area in 9 counties), wholeheartedly agreed to provide the critical long-term sustainable component to the NeighborHUB. CCD currently operates several facilities throughout the region that focus on crisis intervention, housing, food distribution, counseling, health services, and a variety of other support services. The NeighborHUB concept aligns with CCD’s strategy of building capacity in Collin County and Ellis County. CCD is experienced in managing facilities that provide health and human services. As part of their board approved commitment (**See Appendix**) to this collaborative effort, CCD will now address two critical components:
 1. Construction funding for the building; and
 2. Owning, operating and maintaining the facility

With these elements in place, SC is proud to present to the MCDC a larger and more sustainable resource advocacy center (**See Exhibit B**). As a result of this collaboration, SC and CCD have agreed to transfer the sales contract for the GP excess property, ownership of SC’s original property and the ownership of the NeighborHUB to CCD – fulfilling program commitments in the original MCDC 2024-15 proposal. SC’s only future involvement will be as a general community stakeholder serving at the pleasure of CCD and as an invited member of the HUB’s “Advisory Council”. SC would like to thank CUTX for their early support with this endeavor. It was their early support that helped build the scaffolding upon which the concept of the HUB was built. However, since CCD has committed funding for the construction of the building itself, the much-appreciated favorable loan proposal from the CUTX will not be required. CCD’s funding will ensure the lease rates for the key anchor tenants will remain “affordable”; consistent with MCDC’s goals and original intent. However, the MCDC infrastructure grant is still a critical component for the successful implementation of this vision.

After a year of facilitation, brainstorming, master planning, consensus building and negotiations, Sanchez Charities is proposing the following amendments for consideration by the MCDC.

PROPOSED AMENDMENTS:

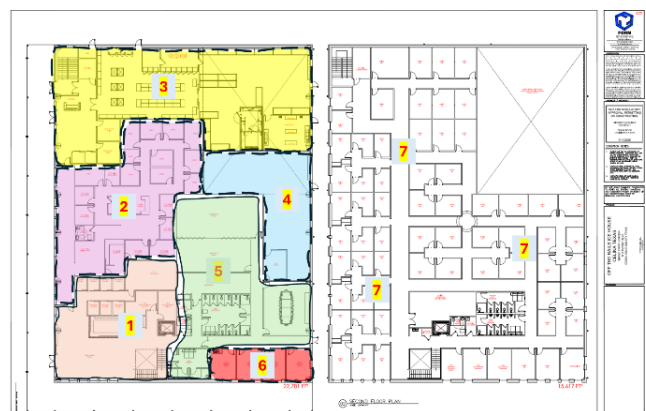
1. Upon final MCDC and City of McKinney permit approvals, SC and CCD have committed to transition the ownership, maintenance and operational control of the NeighborHUB to CCD. The request is to create a framework for this transfer to occur seamlessly.
2. MCDC consider appointing one (1) person to the eventually created “Advisory Council” for the NeighborHUB. This Advisory Council will be made up of community stakeholders to guide the mission of the NeighborHUB through the implementation process and the long-term operations.
3. The original grant (\$517,192.00) to fund infrastructure at the original site be extended into 2026 for the continued infrastructure needs of the original site and additional site.
4. Increase the original infrastructure grant by \$1.2 million to address the development needs for the larger site. The larger site and larger building will require additional utilities, land development, parking and additional fire lanes. SC has negotiated with GP to establish cross-access (at no extra land costs) and shared parking (at no extra land costs) where possible and if approved by the City of McKinney. However, the increase in the site parameters requires more overall infrastructure. The specific request is to increase the infrastructure grant for the additional 2.5 acres site by \$1.2 million. **(See Exhibit C)**
5. Consider the reservation of funds (with a formal amendment or new application to be made later) for the creation of a public arts program like that which was provided to anchor the new City Hall and the Tupps Brewery developments. Over the last decade, McKinney has come to be known for its public art, place making and investments in community enhancement. The public-private art investments in McKinney Blooms, the Butterfly Exhibits, the recent “way finding” program, the city hall enhancements and the various murals and other public art examples throughout the community set McKinney apart. Towards this effort, SC has prepared a conceptual landscape and public arts exhibit for your consideration. **(See Exhibit D).**

REVISED LAND PLAN AND BUILDING SPACE PLAN

The revised land plan can be found in **Exhibit B**. Key elements to note:

- Site has increased from original +/-0.5-acre site to also include the 2.5 acre site being sold by the Grace Presbytery for a total of +/-3 acres.
- For this collaborative advocacy center to be a good corporate partner, the NeighborHUB has focused efforts on open space planning and placemaking. Several design professionals have come together to storyboard the open spaces; combining public meditation gardens and public art in a harmonious unique fashion. **(See Exhibit D)**
- Original building size has increased from a +/-10,000 sf building to a potential +/-35,000 – 45,000 sf building (pending final budgets) with 2 stories at ultimate building. The ultimate size of the building will allow the NeighborHUB to attract other organizations and increase efficiency.
- FORM Studios (architectural firm from Ft. Worth with ties and experience in McKinney) has graciously donated architectural services. FORM led a series of design

- 1 Advocacy Intake
- 2 Health Clinic
- 3 Food
- 4 Hygiene Volunteer Center
- 5 Common Area
- 6 Available Anchor Spaces
- 7 Future additional space for lease for not for profits



charettes with the major stakeholders to prepare space plan options for both immediate and future needs based on funding availability (**See Exhibit E**). Most of the ground floor space has been committed to by various organizations. There is some space available on the ground floor and the second floor is available for lease.

- GP has agreed to allow on their existing site cross access for firelane purposes and a shared parking agreement (pending City review and approval) at no additional land costs. The GP building will mainly have a parking demand on Wednesday evenings and Sundays, which are off hours for the NeighborHUB. The use of each entity's site, parking, open spaces, meditation gardens and overall facilities will make for a better overall campus feel while still having complete operational and ownership independence.

Please note that SC through its affiliations have provided and will continue to provide:

- Real estate services have been donated (Sanchez Broker has waived commissions)
- Urban planning and entitlement services have been donated
- Civil Engineering Services have been donated
- Architectural services have been donated by Form Studios
- Development services (bidding, contract negotiations, contraction administration, and construction observation) have been donated
- Original +/-0.5-acre site will be donated for overall HUB operations as needed (donation to CCD will be in conjunction with the transfer of the land rights for the 2.5-acre site)

CONCLUSION:

On behalf of the major anchors, the institutional supporters, the various affiliate supporting agencies and the citizens of McKinney, Sanchez Charities wishes to thank the MCDC staff and Board and respectfully requests your consideration and favorable approval of the proposed amendments. This journey and process has been a challenging endeavor, but nothing worth doing is ever easy. Many of the commitments made in the original proposal have come to fruition through thoughtful and meaningful collaboration: the facility has been "right sized"; there is room to grow; the long-term viability is now a multi-agency responsibility; the business model is sustainable with institutional participants and SC has crafted a successful transition plan. Sanchez Charities will continue their efforts on the implementation in terms of land development. However, the operations moving forward will be guided by the experts in the community development field: MCDC, City of McKinney, Catholic Charities, Grace Presbytery, Church of Jesus Christ of Latter-Day Saints, One Hart McKinney, Neighbors Nourishing Neighbors and so many other organizations. The citizens of McKinney will be the true success stories of this collaboration – those in need will be welcomed into the Collin County NeighborHUB at McKinney.

Exhibit A:

Memorandum of Understanding

**Neighbors Nourishing Neighbors
And
Sanchez Charities, LLC**

MEMORANDUM OF UNDERSTANDING POTENTIAL CO-LOCATION INTEREST

This Memorandum of Understanding (the "MOU") is considered and acknowledged by and between Sanchez Charities, LLC (SCL), a Texas Limited Liability Company ("Landlord Party") and Neighbors Nourishing Neighbors (NNN), a Texas Nonprofit Company ("Potential Tenant Party"). Landlord Party (LDP) and Potential Tenant Party (PTP) hereby jointly declare through this non-binding summary of their mutual intent to co-locate operations under certain circumstances.

This Memorandum of Understanding (MOU) is intended to summarize a co-location strategy for which both parties are considering. This MOU is a non-binding document intended to evidence formal discussion and consideration between the two parties regarding the possibility of co-locating their respective organizations. This MOU is intended for both organizations and their respective leadership to jointly declare, after consideration and approval, their intent to pursue such activities necessary for the possibility of co-locating each other's respective organizations.

Whereas, Sanchez Charities, LLC (SCL) is a local not-for-profit organization established in 2016 whose office is located at 210 Adriatic Parkway, Suite 200 McKinney Texas 75072; and

Whereas, one of the goals of SCL is to assist other not-for-profit organizations through collaboration, partnerships, cross-marketing and resource sharing; and

Whereas, SCL owns approximately +/-0.5 acres of property at 1818 W. White Street, McKinney Texas 75069 and has encumbered such property for the sole use of SCL and other not-for-profit organizations; and

Whereas, SCL has an operational program known as "McKinney Little Free Pantry" (MLFP) which distributes food, clothing, and other items to those in need; and

Whereas, MLFP currently operates from a warehouse space located on Hwy 5 but has found it necessary to move to a permanent location due to growth and logistics; and

Whereas, SCL has created a strategy for the development of the subject property primarily to house and support its future space needs as well as the space needs of other not-for-profit organizations; and

Whereas, SCL is in a unique position to develop the subject property and act as a landlord for other not-for-profit organizations; and

Whereas, SCL is a qualified not-for-profit organization which qualifies for a deferral or waiver of real estate property taxes; thereby reducing the overall lease expenses as compared to typical lease space; and

Whereas, NNN is a local not-for-profit organization operating near the McKinney, Texas area; and

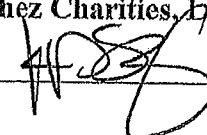
Whereas, NNN has discussed and considered the possibility of co-locating with SCL at the White Street location upon development and construction of adequate lease space; and

Whereas, both parties wish to express their desire to explore the option summarized herein, **THEFORE LET IT BE KNOWN THAT**

1. Sanchez Charities, LLC, (SCL) shall preliminary reserve +/-5,000 sf for Neighbors Nourishing Neighbors (NNN) to lease upon successful Lease Terms being negotiated.
2. SCL is actively pursuing obtaining adequate funding (through investors and traditional lending institutions) for the development and construction of flex-space as depicted in Exhibit A (various "pitch decks"). As such, SCL may use a copy of this MOU as supporting documentation towards this effort.

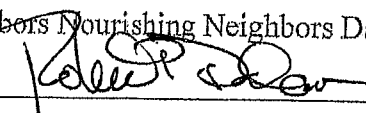
3. SCL intends to request funding assistance via a forgivable loan/grant from the McKinney Community Development Corporation to augment the funding sources to complete the contemplated project. As such, SCL may use a copy of this MOU as supporting documentation towards this effort.
4. Upon securing the necessary funding, SCL shall prepare a complete development program (including schedule, budgets, and milestones) for the implementation of the development and construction contemplated herein.
5. Lending institutions will require evidence of "Tenant Leases" prior to final loan commitments. Therefore, prior to encumbering the loan debt to implement the project contemplated herein, SCL shall:
 - a. Notify NNN of the pending deadlines and intent to move forward with the development project.
 - b. SCL shall prepare and submit a Lease Agreement to NNN for consideration and action. NNN shall have thirty (30) calendar days to negotiate, consider, discuss and act upon the presented Lease Agreement.
 - c. If a successful Lease cannot be negotiated successfully and executed, SCL shall begin to negotiate Lease Terms with other not-for-profit entities which have expressed an interest in co-location.
6. "NNN" hereby gives SCL express permission to reference this MOU, use the name/logo of the organization and holds SCL harmless for any such actions. Please see attached Addendum #1 regarding usage of NNN's name and logo, as well as additional terms.
7. SCL shall communicate in earnest with all Potential Cooperating Not-For-Profit Organizations interested in co-location.
8. This MOU does not bind or encumber NNN in any way.

Sanchez Charities, LLC

By: 

Potential Cooperating Not-For-Profit Organization:

Name: Neighbors Nourishing Neighbors Date: February 27, 2025

Signature: 

Print Name: Robert P. Daleo

Address: P.O. Box 441, Prosper, TX 75078

Email: r.daleo@n3foodpantry.org Phone: 469-296-8877

**First Amendment to Memorandum of Understanding (MOU) Potential Co-Location
Interest between Sanchez Charities, LLC and Neighbors Nourishing Neighbors**

March 6, 2025

This First Amendment forms an integral part of the MOU described above and shall be considered as part of the overall conversation between the named parties. The following represents Neighbors Nourishing Neighbor's (NNN) conditions and/or circumstances associated with NNN's potential interest to co-locate operations as described in the Memorandum of Understanding (MOU) between Sanchez Charities, LLC and NNN. In this document, "Enterprise" refers to the entirety of the future Collin County NeighborHUB at McKinney location.

GENERAL UNDERSTANDING:

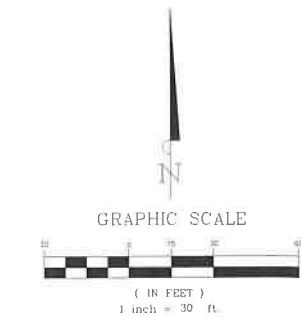
1. NNN will assume responsibility for maintaining food distribution for the McKinney Little Free Pantry (MLFP)
2. NNN shall provide guidance regarding the use of its name, logo and overall branding. Sanchez Charities, LLC shall use the NNN guidance when including the NNN name and/or logo. NNN shall not unreasonably withhold approval of the use of the name and/or logo on general marketing material.
3. NNN will have sole responsibility for its operations, governed by NNN's Board of Directors and its leadership team, while recognizing the objectives of the collective Resource Center are paramount.
4. It is the intent of the Enterprise to approach North Texas Food Bank and other organizations, to solicit support (cash and in-kind) for necessary FF&E (fixtures, furniture and equipment). Sanchez Charities, LLC and NNN recognize that the feasibility of NNN's participation in the Enterprise is dependent upon the third-party support for the FF&E components.
5. NNN shall be represented through the appropriate governance of the NeighborHUB. The ultimate governance structure has not been set however, both Sanchez Charities, LLC and NNN acknowledge the critical role of NNN within the Enterprise.
6. NNN's services provided by its Prosper pantry location are independent of this opportunity.
7. Ms. Kim Sanchez will be an active member of the Enterprise's governance for a minimum of 18 months post the commencement of services.

8. Funds raised at the Enterprise level in support of the Enterprise will be allocated to each NPO in proportion to their respective contributions or needs. The respective contributions and needs will be determined and decided at a future date.
9. NNN will assess the required space for initial implementation and reserves the option to expand based on future needs and growth.

Exhibit B:

Updated Land Plan

SITE DATA SUMMARY TABLE		
EXISTING USE:	VACANT	
PROPOSED USE:	OFFICE / WAREHOUSE	
LOT AREA	1.76 ACRES / 76,689 SQ. FT.	
BLDG. #1 S.F./HT.	38,398 S.F. / 2 STORY	
NUMBER OF BLDGS.	1	
TOTAL BUILDING SQ. FOOTAGE:	38,398 SQ. FT.	
PARKING REQUIRED		
PARKING REQUIRED (OFFICE = 1/400 S.F.)	60	
BLDG OFFICE (23,898 S.F.)		
PARKING REQUIRED (WAREHOUSE = 1/4,000 S.F.)	4	
BLDG WAREHOUSE (14,500 S.F.)		
TOTAL PARKING REQUIRED	64	
(HANDICAP REQUIRED = 2% OF TOTAL)	2	
PARKING PROVIDED (ON-SITE)		
HEAD IN UNCOVERED PARKING SPACES	52	
HEAD IN HANDICAP PARKING	2	
TOTAL PARKING PROVIDED	54	
PARKING PROVIDED (1ST PRESBYTERIAN CHURCH)		
SHARED PARKING PROVIDED	24	



Master Planning
Civil Engineering
Land Development
2000 N. McDermott Street, Suite 100
McKinney, TX 75071
Tel 469 424 5900
Fax 214 544 3300
E 4665
Certificate of Registration No. F-4665

SANCHEZ & ASSOCIATES

THIS
DRAWING IS TO
BE
USED FOR
EXHIBIT
PURPOSES
ONLY

**MCKINNEY
NEIGHBOR HUB**

SITE PLAN

Scale: SEE GRAPHIC SCALE

Designed by: PCG

Drawn by: CDP

Checked by: PCG

Date: 10/13/2025

Project No. C2007-018

Drawn by: CDP

Checked by: PCG

Date: 10/13/2025

Project No. C2007-018

Drawn by: CDP

Checked by: PCG

Date: 10/13/2025

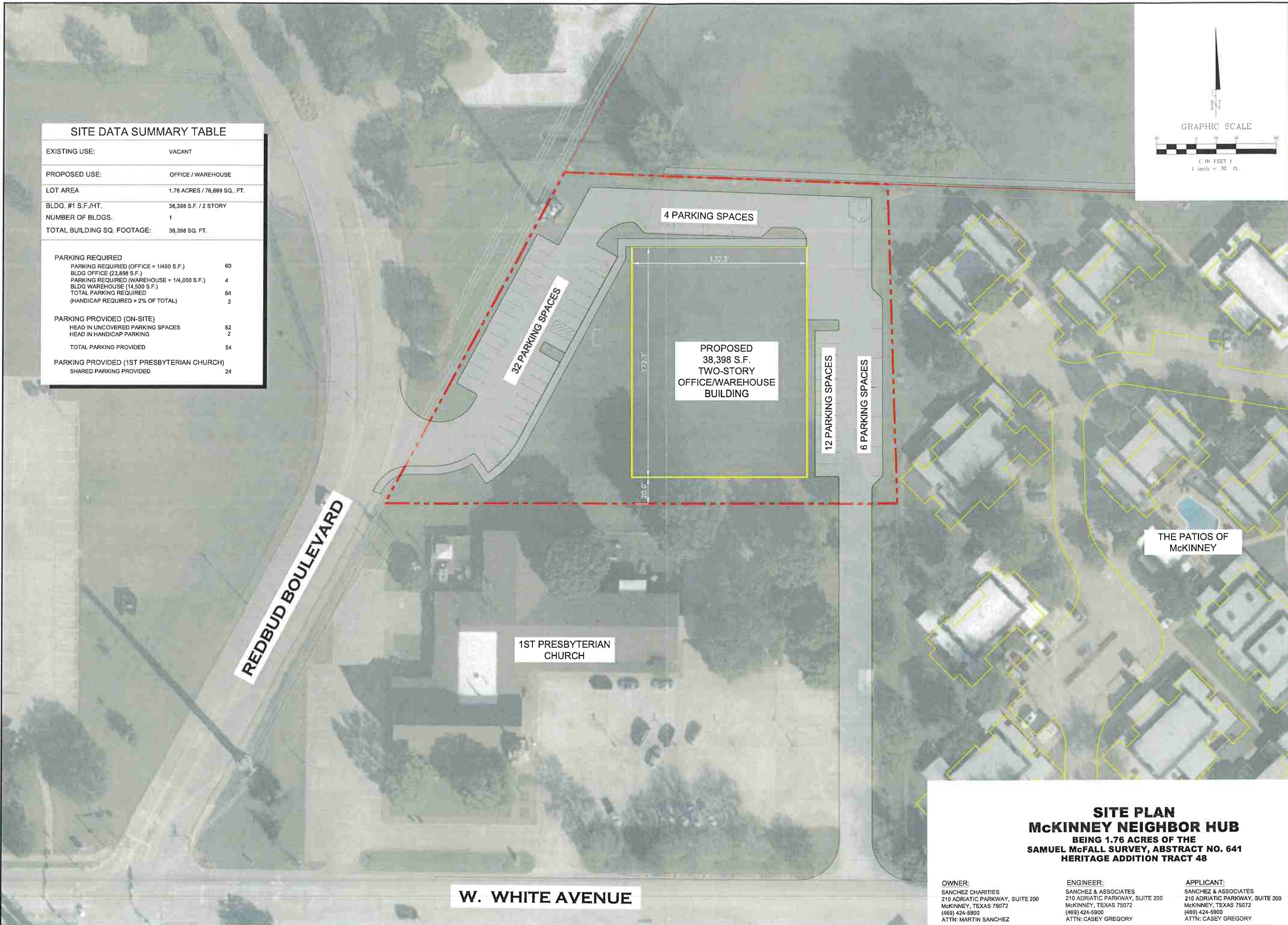
Project No. C2007-018

EXHIBIT

OWNER:
SANCHEZ CHARITIES
210 ADRIATIC PARKWAY, SUITE 200
MCKINNEY, TEXAS 75072
(469) 424-5900
ATTN: MARTIN SANCHEZ

ENGINEER:
SANCHEZ & ASSOCIATES
210 ADRIATIC PARKWAY, SUITE 200
MCKINNEY, TEXAS 75072
(469) 424-5900
ATTN: CASEY GREGORY

APPLICANT:
SANCHEZ & ASSOCIATES
210 ADRIATIC PARKWAY, SUITE 200
MCKINNEY, TEXAS 75072
(469) 424-5900
ATTN: CASEY GREGORY





Master Planning
Civil Engineering
Land Development
2000 N. McFarland Street, Suite 100
McKinney, TX 75071
Tel: 469-424-5900
Fax: 214-544-3200
F-5665
Certificate of Registration No. F-5665

SANCHEZ
& Associates

THIS
DRAWING IS TO
BE
USED FOR
EXHIBIT
PURPOSES
ONLY

**McKINNEY
NEIGHBOR HUB**

LANDSCAPE PLAN

Scale: SEE GRAPHIC SCALE
Designed by: YJ
Drawn by: YJ
Checked by: YJ
Date: 7/14/2025
Project No. D2007.01B

EXHIBIT

SITE PLAN
McKINNEY NEIGHBOR HUB
BEING 1.76 ACRES OF THE
SAMUEL McFALL SURVEY, ABSTRACT NO. 641
HERITAGE ADDITION TRACT 48

OWNER: SANCHEZ CHARITIES 210 ADRIATIC PARKWAY, SUITE 200 McKINNEY, TEXAS 75072 (469) 424-5900 ATTN: MARTIN SANCHEZ	ENGINEER: SANCHEZ & ASSOCIATES 210 ADRIATIC PARKWAY, SUITE 200 McKINNEY, TEXAS 75072 (469) 424-5900 ATTN: CASEY GREGORY	APPLICANT: SANCHEZ & ASSOCIATES 210 ADRIATIC PARKWAY, SUITE 200 McKINNEY, TEXAS 75072 (469) 424-5900 ATTN: CASEY GREGORY
--	---	--

Exhibit C:

Opinions of Probable Cost:

- **Original infrastructure development cost summary 0.5 acres**
- **Additional infrastructure development cost 2.5 acres**

Project: White Street
Onsite
McKinney
Collin

Client Name:
ATTN:

Prepared by: Sanchez & Associates, LLC

Acres (Gross): 0.6
Acres (Net): 0.6

Lots: 1.0
Client #:
Job #: 02000.00

Initials: GDD
Date: 6/28/2024

EARTHWORK / DEMOLITION

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Mobilization	1.0	LS	\$ 25,000.00	\$ 25,000.00
Clearing, Grubbing & Stripping	0.6	AC.	\$ 4,000.00	\$ 2,520.00
Unclassified Excavation (assumes 350 yds/lot)	600	CY	\$ 4.00	\$ 2,400.00
Pad Grading Initial	2	EA.	\$ 250.00	\$ 500.00
Pad Grading Final	2	EA.	\$ 200.00	\$ 400.00
				\$ 30,820.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence	700	L.F.	\$ 4.00	\$ 2,800.00
Construction Entrance	1	EA.	\$ 5,000.00	\$ 5,000.00
Inlet Filters	3	EA.	\$ 350.00	\$ 1,050.00
				\$ 8,850.00

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
8" Water Line	300	L.F.	\$ 80.00	\$ 24,000.00
8" Water Valve	3	EA.	\$ 2,500.00	\$ 7,500.00
Fittings (1ton/1000 lf of pipe)	0.30	TON	\$ 16,000.00	\$ 4,800.00
Fire Hydrants (with 6" Lead)	2	EA.	\$ 8,000.00	\$ 16,000.00
Connect to Existing Water	1	EA.	\$ 2,000.00	\$ 2,000.00
1" Irrigation Meter	1	EA.	\$ 2,500.00	\$ 2,500.00
1" Domestic Meter	2	EA.	\$ 2,200.00	\$ 4,400.00
Testing (Water Pressure & Chlorination)	300	L.F.	\$ 2.50	\$ 750.00
Trench Safety Plan	300	L.F.	\$ 1.00	\$ 300.00
				\$ 62,250.00

SANITARY SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
8" PVC Sewerpipe (Type SDR-26)	250	L.F.	\$ 77.00	
4' Dia. Manhole	2	EA.	\$ 6,000.00	\$ 12,000.00
Standard Clean Out	1	EA.	\$ 600.00	\$ 600.00
T.V. Sewer Main	250	L.F.	\$ 2.50	\$ 625.00
Testing (Air & Mandrel)	250	L.F.	\$ 2.00	\$ 500.00
Trench Safety Plan	250	L.F.	\$ 1.00	\$ 250.00
				\$ 13,975.00

STORM SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
21" RCP (Class III)	80	L.F.	\$ 95.00	\$ 7,600.00
Curb Inlet 8'	2	EA.	\$ 6,000.00	\$ 12,000.00
24" Headwall	1	EA.	\$ 4,500.00	\$ 4,500.00
Trench Safety Plan	80	L.F.	\$ 1.00	\$ 80.00
				\$ 24,180.00

PAVING

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Concrete Paving 8in	1,250	S.Y.	\$ 100.00	\$ 125,000.00
Subgrade Preparation	1,313	S.Y.	\$ 4.00	\$ 5,250.00
Barrier Free Ramp	5	EA.	\$ 1,500.00	\$ 7,500.00
Connect to Ex. Pvmnt (Saw Cut)	60	LF	\$ 10.00	\$ 600.00
Concrete Sidewalks	50	S.Y.	\$ 45.00	\$ 2,250.00
Lime (40# / S.Y.)	25.00	TON	\$ 190.00	\$ 4,750.00
				\$ 145,350.00

SITE FINALIZATION

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Painting, etc.	1	L.S.	\$ 12,500.00	\$ 12,500.00
				\$ 12,500.00

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Geotechnical Investigation	1	EA.	\$ 15,000.00	\$ 15,000.00
Construction Materials Testing	1	LOT	\$ -	\$ -
Screen Wall with landscape (N/A)	650	L.F.	\$ 100.00	\$ 65,000.00
Landscape/Irrigation	1	LS	\$ 40,000.00	\$ 40,000.00
Roadway Impact Fee	1	LOT	\$ 1,845.00	\$ 1,845.00
Water Impact Fee	2	LOT	\$ 9,350.00	\$ 18,700.00
Wastewater Impact Fee	2	LOT	\$ 9,350.00	\$ 18,700.00
Electrical Service (per lot)	1	LOT	\$ 4,500.00	\$ 4,500.00
Gas Service (per lot)	1	LOT	\$ 2,000.00	\$ 2,000.00
SWPPP	1	L.S.	\$ 5,000.00	\$ 5,000.00
Inspection Fee (3.50% of Const. Costs)	1	L.S.	\$ 9,989.88	\$ 9,989.88
Maint. Perfm, Pymt Bonds (Assume 3.5% of Const. Costs)	1	L.S.	\$ 9,989.88	\$ 9,989.88
				\$ 190,724.75

DESCRIPTION				TOTAL COST
Earthwork				\$ 30,820.00
Erosion Control				\$ 8,850.00
Water				\$ 62,250.00
Sanitary Sewer				\$ 13,975.00
Storm Sewer				\$ 24,180.00
Paving				\$ 145,350.00
Site Finalization				\$ 12,500.00
Other Development Fees				\$ 190,724.75
Contingencies (Assume 10% of Constr. Costs)				\$ 28,542.50
GRAND TOTAL				\$ 517,192.25

TOTAL COST PER ACRE = \$ 834,181.05
 TOTAL COST PER LOT = \$ 517,192.25

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon a land plan prepared by S&A in 2024.
2. Quantities are preliminary and subject to final approval of construction plans by the City of McKinney.
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. All unit costs are based upon recent bid tabs for recent projects of similar size.
7. Based on a preliminary review of the record drawings and drainage patterns for the area, this OPC assumes that on-site detention will be required.
8. Construction management fees are not included.
9. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
10. This OPC assumes that no rock or similar material will be encountered during construction.
11. This OPC does not include any costs incurred for mitigation fees imposed by the USACE. (None anticipated at this time).
12. This OPC assumes 40 pound per square yard for lime.

NOTE: Sanchez and Associates, LLC, does not have any control over the cost of labor, fuel or materials and therefore does not warrant or guarantee that the anticipated probable costs will not be different once a final design is complete and the project is put out to bid. Sanchez and Associates, LLC, has prepared this Opinion of Probable Cost based on information available for similar projects in North Texas.

Project: McKinney Neighbor Hub
 Onsite
 McKinney
 Collin
 Client Name: Sanchez Charities
 ATTN:

Acres (Gross): 1.8
 Acres (Net): 1.8
 Building Area (sf): 40000
 Lots: 1.0
 Client #:
 Job #: 02220

Prepared by: Sanchez & Associates, LLC

Initials: RCG
 Date: 7/11/2025

EARTHWORK / DEMOLITION

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Mobilization	1.0	LS	\$ 25,000.00	\$ 25,000.00
Clearing, Grubbing & Stripping	1.8	AC.	\$ 4,000.00	\$ 7,040.00
Unclassified Excavation (assumes 2000 yds/acre)	3,520	CY	\$ 4.00	\$ 14,080.00
Pad Grading Initial	1	EA.	\$ 2,500.00	\$ 2,500.00
Pad Grading Final	1	EA.	\$ 2,500.00	\$ 2,500.00
				\$ 51,120.00

EROSION CONTROL

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Reinforced Silt Fence	1,750	L.F.	\$ 4.00	\$ 7,000.00
Construction Entrance	1	EA.	\$ 5,000.00	\$ 5,000.00
Inlet Filters	2	EA.	\$ 350.00	\$ 700.00
4' Curlex	1,850	L.F.	\$ 1.00	\$ 1,850.00
				\$ 14,550.00

WATER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
8" Water Line	980	L.F.	\$ 80.00	\$ 78,400.00
8" Water Valve	3	EA.	\$ 2,500.00	\$ 7,500.00
Fittings (1ton/1000 lf of pipe)	0.98	TON	\$ 16,000.00	\$ 15,680.00
Fire Hydrants (with 6" Lead)	2	EA.	\$ 8,000.00	\$ 16,000.00
Water Service Single Head	1	EA.	\$ 1,500.00	\$ 1,500.00
Connect to Existing Water	2	EA.	\$ 2,000.00	\$ 4,000.00
12" x 8" Tee	1	EA.	\$ 4,500.00	\$ 4,500.00
1" Irrigation Meter	1	EA.	\$ 2,500.00	\$ 2,500.00
Testing (Water Pressure & Chlorination)	980	L.F.	\$ 2.50	\$ 2,450.00
Trench Safety Plan	980	L.F.	\$ 1.00	\$ 980.00
				\$ 133,510.00

SANITARY SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
8" PVC Sewerpipe (Type SDR-35)	410	L.F.	\$ 70.00	\$ 28,700.00
4' Dia. Manhole	2	EA.	\$ 6,000.00	\$ 12,000.00
Sanitary Sewer Services (4")	1	EA.	\$ 1,500.00	\$ 1,500.00
T.V. Sewer Main	410	L.F.	\$ 2.50	\$ 1,025.00
Testing (Air & Mandrel)	410	L.F.	\$ 2.00	\$ 820.00
Trench Safety Plan	410	L.F.	\$ 1.00	\$ 410.00
				\$ 44,455.00

STORM SEWER

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
21" RCP (Class III)	50	L.F.	\$ 95.00	\$ 4,750.00
24" RCP (Class III)	125	L.F.	\$ 100.00	\$ 12,500.00
4' Standard Storm Manhole	1	EA.	\$ 6,500.00	\$ 6,500.00
Curb Inlet 10'	2	EA.	\$ 7,000.00	\$ 14,000.00
12" Dry Rock Rip Rap	100	S.Y.	\$ 65.00	\$ 6,500.00
Trench Safety Plan	175	L.F.	\$ 1.00	\$ 175.00
				\$ 44,425.00

PAVING

DESCRIPTION	AMOUNT	UNIT	UNIT COST	COST
Concrete Paving 6in	3,900	S.Y.	\$ 85.00	\$ 331,500.00
Concrete Paving 8in	12	S.Y.	\$ 100.00	\$ 1,200.00
Subgrade Preparation	4,108	S.Y.	\$ 4.00	\$ 16,430.40
Barrier Free Ramp	9	EA.	\$ 1,500.00	\$ 13,500.00
Connect to Ex. Pvmnt (Saw Cut)	200	LF	\$ 10.00	\$ 2,000.00
Concrete Sidewalks	650	S.Y.	\$ 45.00	\$ 29,250.00
Lime (40# / S.Y.)	78.24	TON	\$ 190.00	\$ 14,865.60
				\$ 408,746.00

OTHER DEVELOPMENT FEES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Geotechnical Investigation	1	EA.	\$ 30,000.00	\$ 30,000.00
Construction Materials Testing	1	LOT	\$ 1,000.00	\$ 1,000.00
Streetlight (N/A)	2	EA.	\$ 3,000.00	\$ 6,000.00
Screen Wall with landscape (N/A)	240	L.F.	\$ 100.00	\$ 24,000.00
Landscape/Irrigation	1	LS	\$ 50,000.00	\$ 50,000.00
Roadway Impact Fee (\$2,227 per 1000 sq. ft GFA)	1	LS	\$ 89,080.00	\$ 89,080.00
Water Impact Fee	1	LOT	\$ 17,539.00	\$ 17,539.00
Wastewater Impact Fee	1	LOT	\$ 13,690.00	\$ 13,690.00
Electrical Service (per lot)	1	LOT	\$ 1,500.00	\$ 1,500.00
Gas Service (per lot)	1	LOT	\$ 1,500.00	\$ 1,500.00
SWPPP	1	L.S.	\$ 5,000.00	\$ 5,000.00
Inspection Fee (3.50% of Const. Costs)	1	L.S.	\$ 24,388.21	\$ 24,388.21
Professional Fees (eng., LA, planning, surveying, etc.) 15% const. costs	1	L.S.	\$ 104,520.90	\$ 104,520.90
Maint. Perfm, Pymt Bonds (Assume 3.5% of Const. Costs)	1	L.S.	\$ 24,388.21	\$ 24,388.21
				\$ 392,606.32

DESCRIPTION				TOTAL COST
Earthwork				\$ 51,120.00
Erosion Control				\$ 14,550.00
Water				\$ 133,510.00
Sanitary Sewer				\$ 44,455.00
Storm Sewer				\$ 44,425.00
Paving				\$ 408,746.00
Other Development Fees				\$ 392,606.32
Contingencies (Assume 10% of Constr. Costs)				\$ 69,880.60
GRAND TOTAL				\$ 1,159,092.92

TOTAL COST PER ACRE =
TOTAL COST PER LOT =

\$ 658,575.52
\$ 1,159,092.92

Assumptions:

1. This Opinion of Probable Cost (OPC) is generally based upon a land plan prepared by S&A in 2023.
2. Quantities are preliminary and subject to final approval of construction plans by the City of McKinney
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of all development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. All unit costs are based upon recent bid tabs for recent projects of similar size.
7. This OPC assumes that on-site detention will not be required.
8. Construction management fees are not included.
9. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary or the client will budget for such accordingly.
10. This OPC assumes that no rock or similar material will be encountered during construction.
11. This OPC does not include any costs incurred for mitigation fees imposed by the USACE. (None anticipated at this time).
12. This OPC assumes 40 pound per square yard for lime.

NOTE: Sanchez and Associates, LLC, does not have any control over the cost of labor, fuel or materials and therefore does not warrant or guarantee that the anticipated probable costs will not be different once a final design is complete and the project is put out to bid. Sanchez and Associates, LLC, has prepared this Opinion of Probable Cost based on information available for similar projects in North Texas.

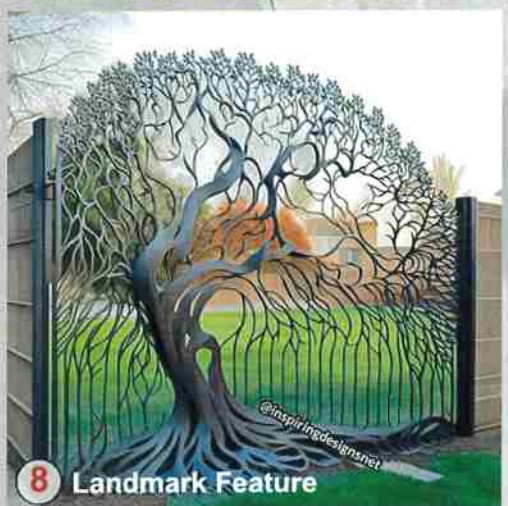
Exhibit D:

Open Space and Public Art

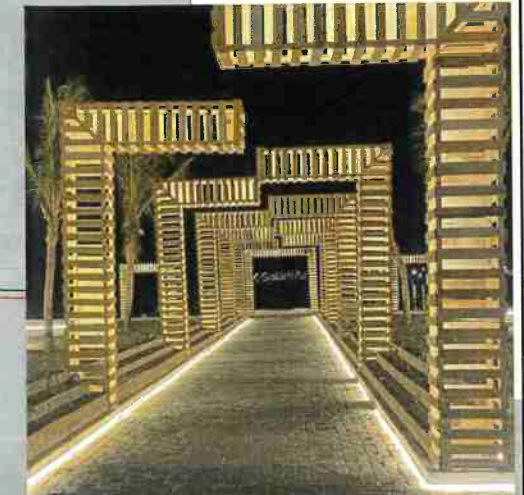
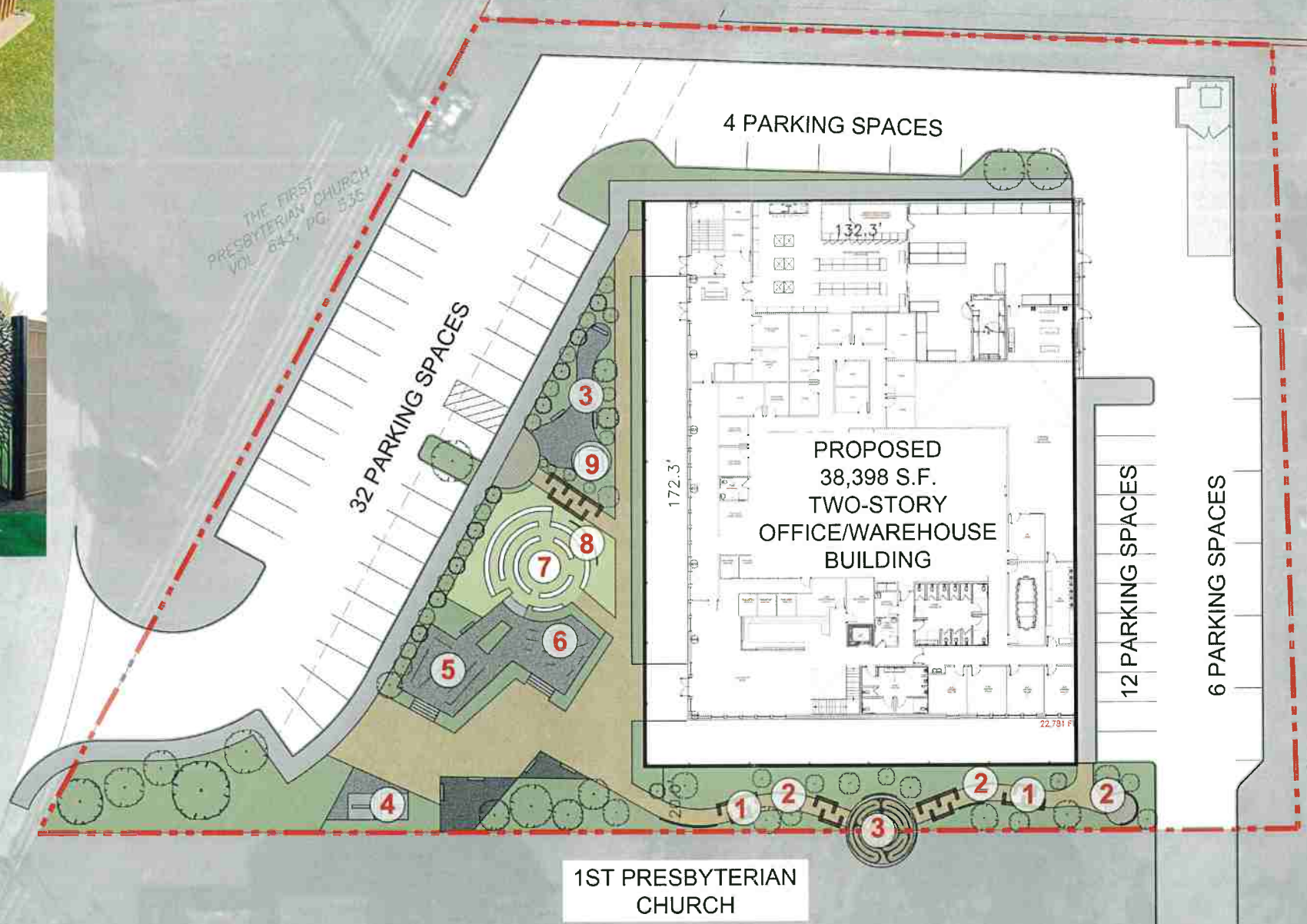
Vision Exhibit



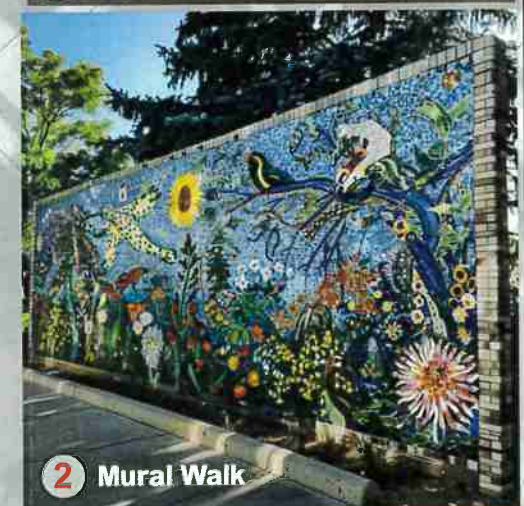
9 Discussion Pavilion



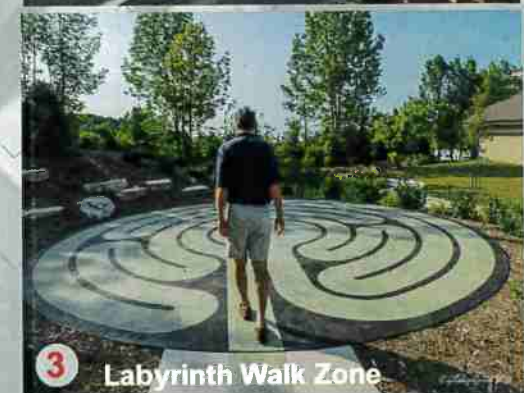
8 Landmark Feature



1 Feature Promenade



2 Mural Walk



3 Labyrinth Walk Zone



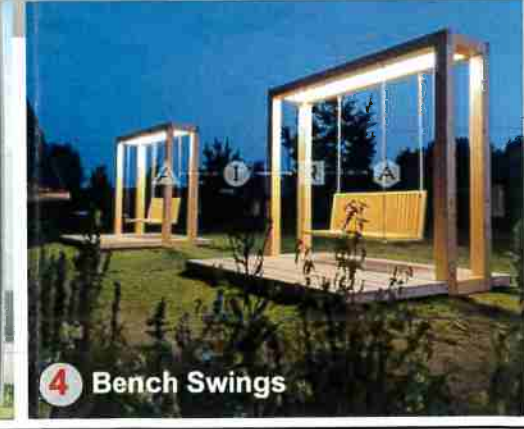
7 Outdoor Amphitheater



6 Sculpture Walk



5 Sculptural Maze Zone



4 Bench Swings

REDBUD BOULEVARD

Master Planning
Civil Engineering
Land Development
2000 N. McDaniel Street, Suite 100
McKinney, TX 75071
Tel: 469.424.8800
Fax: 469.424.2000
Certificate of Registration No. E-56653
SANCHEZ
& Associates

THIS
DRAWING IS TO
BE
USED FOR
EXHIBIT
PURPOSES
ONLY

**MCKINNEY
NEIGHBOR HUB**

SITE EXHIBIT

Scale: SEE GRAPHIC SCALE
Designed by: YJ
Drawn by: YJ
Checked by: YJ
Date: 7/14/2025
Project No. 03007.01B

EXHIBIT

Exhibit E:

DRAFT Space Plan

JURISDICTION:
THE BOARD OF ARCHITECTURAL REGULATION, P.O. BOX 12337, AUSTIN, TX 78711-2337, P.O. N. E. 111, AUSTIN, TX 78711-2337, HAS JURISDICTION OVER INDIVIDUALS LICENSED UNDER ARCHITECTURAL REGULATION, TEXAS CIVIL STATUTES, ARTICLE 249A.

THESE ARCHITECTURAL DRAWINGS HAVE BEEN PREPARED FOR ARCHITECTURAL REGULATION ONLY. THEY ARE NOT TO BE USED FOR ANY OTHER PURPOSES, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION, PERMITS, OR ANY OTHER PURPOSES. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY SUCH USES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT.

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE EXCLUSIVE PROPERTY OF THE ARCHITECT. THEY ARE NOT TO BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. UNAUTHORIZED USE OF THESE DRAWINGS WILL BE CONSIDERED A VIOLATION OF THE ARCHITECT'S PROFESSIONAL ETHICS AND MAY BE SUBJECT TO LEGAL ACTION BY FORM STUDIOS INC.

ENGINEER / ARCHITECT

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

RICHARD S. ATCHISON
ARCHITECT
TEXAS #1221
LOUISIANA # A 5784

7/11/2025

CONDITION NOTES:

1. DRAWINGS ARE ONLY AN APPROXIMATION OF EXISTING CONDITIONS. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND MAKE ALL CORRECTIONS AS TO DIMENSIONS AND EXISTING CONDITIONS. VERIFY ALL EXISTING CONDITIONS PRIOR TO LAYING OUT ANY WORK. VERIFY ALL EXISTING CONDITIONS PRIOR TO LAYING OUT ANY WORK.
2. CONTRACTOR SHALL COORDINATE ALL TRADES AND REQUIREMENTS AND REPORT CORRECTIONS TO FORM STUDIOS IMMEDIATELY. IF TRADES OR REQUIREMENTS ARE NOT REPORTED TO FORM STUDIOS IMMEDIATELY, CONTRACTOR SHALL VERIFY ALL EXISTING DATA.
3. CONTRACTOR SHALL NOT SCALE DRAWINGS. CONTRACTOR SHALL VERIFY ALL EXISTING DATA.

DO NOT SCALE DRAWINGS. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS-NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION.

PROJECT:

OFF THE RAILS ICE HOUSE
CELINA TEXAS
SINGLE STORY VERSION
1413 SUNSET BLVD
CELINA, COLLIN COUNTY TEXAS

DATE:

7/11/2025

REVISIONS:

REVISIONS:

REVISIONS:

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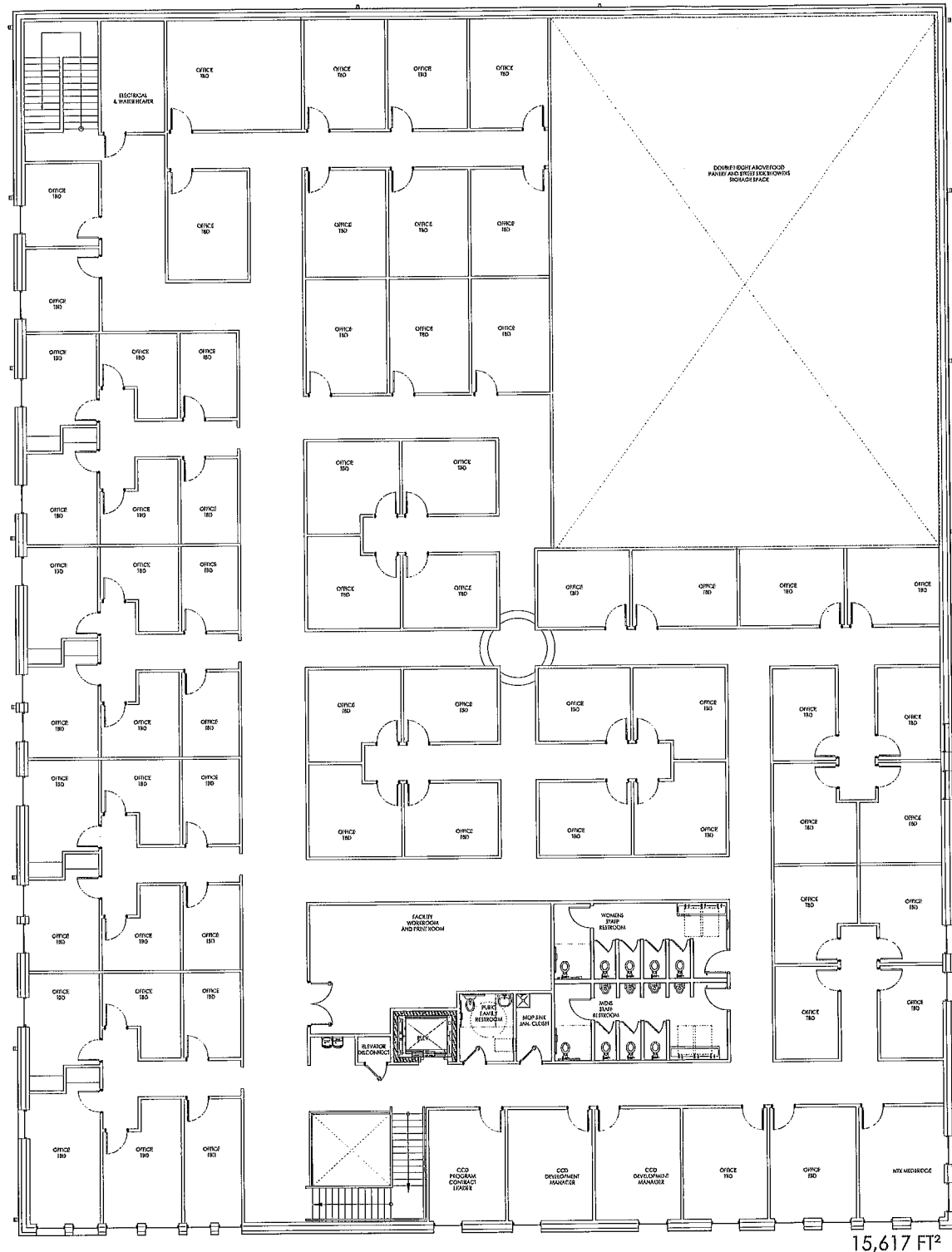
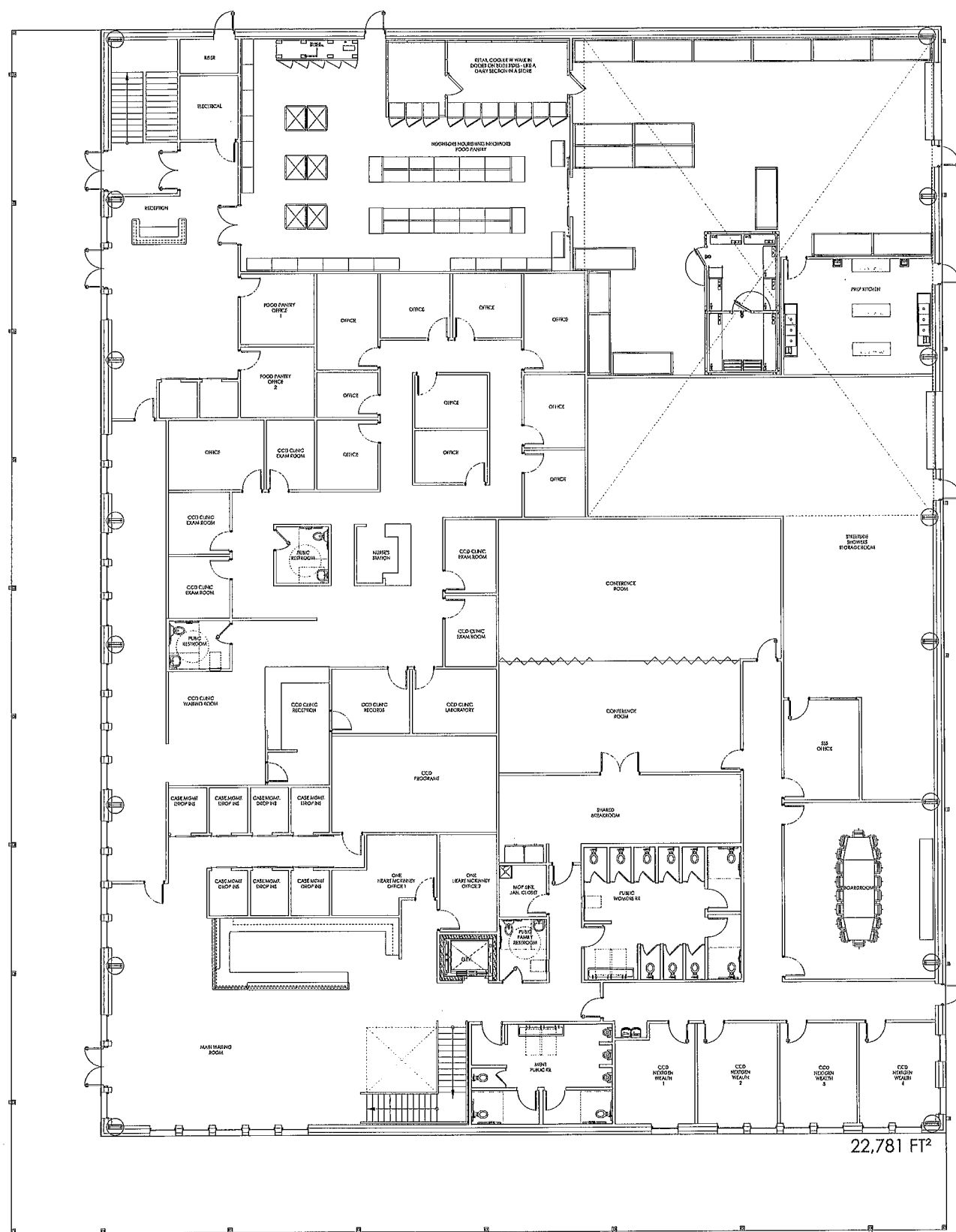
REVISIONS:

20
ANNIVERSARY 2005-2025

SHEET TITLE:

SHEET:

A2.01A



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PAPER SIZE: 11" x 17"

Exhibit F:

Marketing Material and Statistics

- **Run for Hope; Walk in Unity**
 - o City of McKinney Proclamation
 - o Registration Packet
 - o Sponsorship Packet
 - o Interfaith Spring Festival Packet
 - o Run for Hope; Walk in Unity Event Packet
- **Collin County NeighborHUB at McKinney**
 - o Leave Behind
 - o Beverly's Challenge
- **Catholic Charities**
 - o Northern Service Center (NeighborHUB)
 - o Impact Tomorrow Today
 - o Community Health Clinic (McKinney)
- **Statistics**
 - o One Heart McKinney
 - o Catholic Charities of Dallas Service Projects
 - o 2024 State of Homelessness
 - o Serve Denton
 - o All Community Outreach (ACO)
 - o North Texas Med Bridge Statistics
 - o Miscellaneous Collin County Data



City of McKinney Proclamation

WHEREAS, the City of McKinney, Texas, values compassion, unity, and service; and

WHEREAS, on April 12, 2025, the inaugural *Run for Hope! Walk in Unity* event brings together individuals from diverse backgrounds and faith traditions to celebrate our shared commitment to building a stronger, more compassionate community; and

WHEREAS, *Run for Hope!* represents a powerful collaboration between nonprofit organizations, civic and business leaders, and local faith groups, working hand in hand to serve our most vulnerable neighbors; and

WHEREAS, the Collin County NeighborHub at McKinney is a visionary project to unite nonprofit organizations for the purpose of providing essential wrap-around services to our neighbors in need, and *Run for Hope!* uplifts this collaboration of effectively delivering case management, hunger relief, homelessness support, health services, hygiene, and more; and

WHEREAS, the *Run for Hope! Walk in Unity* event reminds us that when communities unite in love and purpose, we move beyond individual acts of service to collective transformation; and

WHEREAS, with great appreciation, the City of McKinney, Texas, celebrates and commends the many participants and volunteers of this endeavor, and supports the Collin County NeighborHub at McKinney in the spirit of unity, generosity, and hope.

NOW, THEREFORE, I, GEORGE C. FULLER, BY THE POWER VESTED IN ME AS MAYOR OF THE CITY OF MCKINNEY, TEXAS, DO HEREBY PROCLAIM SATURDAY, APRIL 12, 2025, AS

RUN FOR HOPE! WALK IN UNITY DAY

IN MCKINNEY, TEXAS,

**ENCOURAGING ALL RESIDENTS TO TAKE PART IN THIS INSPIRING DAY OF
COMMUNITY, COMPASSION, AND COLLABORATION.**

WITNESS MY HAND AND SEAL THIS THE 12TH DAY OF APRIL, 2025.

GEORGE C. FULLER
Mayor

ATTEST:

EMPRESS DRANE
City Secretary





**Run Together
Serve Together
Hope Together**

About Our Charity Event



A multicultural, interfaith event supporting the new Collin County non-profit hub to better help those struggling with hunger, homelessness, and other essential needs.

JOIN US ▼

- **Interfaith Spring Festival:** Enjoy fun activities for all ages throughout the day
- **1-Mile Multicultural/Interfaith Unity Walk:**
A unique opportunity to walk in unity
- **5K Run:** For all ages and fitness levels

● **About the Collin County NeighborHub at McKinney**

The Collin County NeighborHub at McKinney is an innovative model that consolidates critical resources under one roof to serve vulnerable populations. It is the first collaborative of non-profit organizations in Collin County, providing comprehensive services to address hunger, homelessness and other essential needs.

● **Let's Build a Stronger Community Together!**

For more information about the Run for Hope, Unity Walk, or the Collin County NeighborHub at McKinney, email RunForHope2025@gmail.com

**REGISTER TODAY AND
MAKE A DIFFERENCE**



April 12th 2025



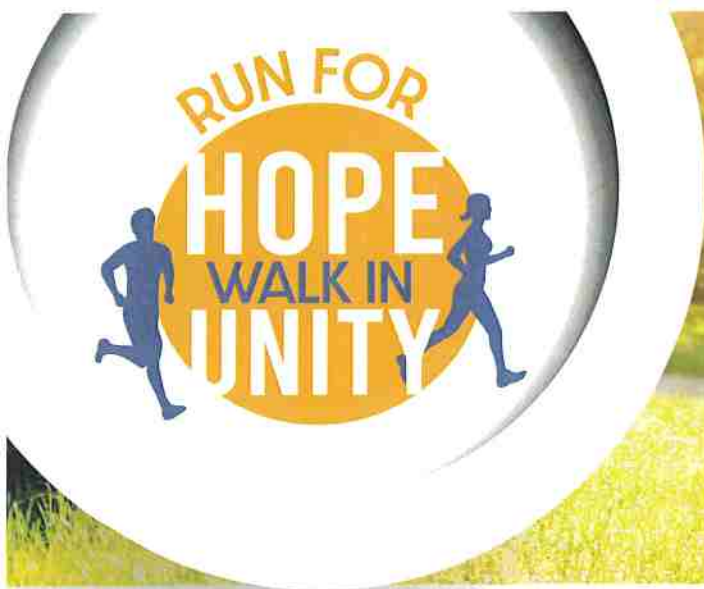
**Towne Lake Park
McKinney, Texas**



Schedule

- **7:30 AM:** Spring Festival begins
- **8:30 AM:** Opening remarks
- **9:00 AM:** 5K Run starts
- **10:00 AM:** Unity Walk
- **10:30 AM:** Awards ceremony
- **12:00 PM:** Event concludes





Run for Hope! Walk in Unity unites people from diverse backgrounds to support our community's most vulnerable neighbors. Your sponsorship benefits the Collin County NeighborHub at McKinney and its core non-profit partners, providing vital services such as food distribution, hygiene supplies, education, rental assistance, and more. **By sponsoring, your organization will make a meaningful impact and contribute to a stronger, more unified community.**

SPONSORSHIP DETAILS

	PLATINUM \$2,000	GOLD \$1,250	SILVER \$750	BRONZE \$250
Recognition on event registration and social media sites	✓	✓	✓	✓
Recognition/mention at event	✓	✓	✓	✓
Logo placement on race shirts	X-LARGE	LARGE	MEDIUM	
Recognition/mention in press releases	✓	✓	✓	
Placement of promotional materials in race packets	✓	✓	✓	
Placement of logo on yard signs*	✓	✓	✓	
Free registrations/entries for 5K	5	3	2	1
Placement of logo on large, promotional signs*	✓	✓		
Standard booth/exhibit placement**	✓	✓		
Course signs permitted (sponsor provides)	2			

* Deadline for logos on signage is 3/15/2025

** Booth space is limited and is granted on a first come, first served basis

BENEFITTING
THE COLLIN COUNTY
NEIGHBORHUB
AT MCKINNEY



MCDC
MCKINNEY COMMUNITY
DEVELOPMENT CORPORATION



"Hope is a powerful force that unites us as we lift and serve one another. Together, through faith and action, we can create a brighter future for all."

ELDER ART RASCON

*Area Authority
The Church of Jesus
Christ of Latter-day
Saints*

Thank you for joining with us in supporting The Collin County NeighborHub at McKinney.

I am inspired by the dedication of our interfaith friends, community partners, and local government leaders coming together in unity from diverse backgrounds to serve our neighbors in need.

The Collin County NeighborHub at McKinney is an incredible initiative to uplift vulnerable individuals and families, and it is an honor to stand united in this effort.

Let's join hands, walk in unity, and make a difference together at the Run for Hope charity event this spring!



**PRESIDENT TOD
RICHARDSON**

*McKinney Stake
President*

*The Church of Jesus
Christ of Latter-day
Saints*

"When we come together to support those in need, we honor the universal call to mercy and justice."

SAKINA ISMAELBAY

*The Dawoodi Bohra
Community*



**REVEREND MALLY
BAUM**

*Trinity Presbyterian
Church, McKinney*

CONTACT US

Let's Build a Stronger Community Together! For more information about the Run for Hope, Unity Walk, or the Collin County NeighborHub at McKinney, email RunForHope2025@gmail.com



Email: Runforhope2025@gmail.com



APRIL 12, 2025 | 8:00 AM
TOWNE LAKE PARK, MCKINNEY

RUN TOGETHER. SERVE TOGETHER.
HOPE TOGETHER





THE COLLIN COUNTY NEIGHBORHUB AT MCKINNEY

This is big! Join us in supporting this great cause.

The Collin County NeighborHub at McKinney will be the first collaborative of non-profit organizations in Collin County coming together to provide comprehensive services to address hunger, homelessness, health, hygiene, education, centralized case management, and other essential needs... under one roof!

SPRING FESTIVAL

Enjoy activities for all ages throughout the day

5K RUN

A great run for all ages and fitness levels

INTERFAITH UNITY WALK

A unique opportunity to walk in unity

INTERFAITH DEVOTIONAL

Increase interfaith understanding and respect

SATURDAY

April 12, 2025

TOWNE LAKE PARK

1405 Wilson Creek Pkwy, McKinney

- 8:00 AM:** Spring Festival begins
- 8:30 AM:** Opening remarks
- 9:00 AM:** 5K Run starts
- 10:00 AM:** 1-mile Unity Walk
- 10:30 AM:** Awards ceremony
- 12:00 PM:** Event concludes

SUNDAY

April 13, 2025

The Church of Jesus Christ of Latter-Day Saints

2801 West Eldorado Pkwy, McKinney

6:30 PM: Interfaith Devotional



"When believers unite in love and purpose, we embody the heart of God and become a formidable force for positive change. While single individuals can inspire, a united community can ignite a movement."

PASTOR IRVIN BARRETT

Shalom Community Fellowship Church



**If you are running or walking (or both) ...
REGISTER TODAY**

REGISTER FOR SATURDAY!

- 5K Run** - \$35 includes shirt
- Unity Walk** - \$35 includes shirt
- Unity Walk** - Free, does not include shirt

*Discounts for youth 6-18 and large groups

Join us for the Interfaith Devotional on Sunday!

Please join us on April 13th for an uplifting evening of interfaith connection and reflection as we come together to celebrate unity and community service. The program will feature inspiring stories, musical performances, and opportunities for interfaith dialogue. Together, we will share a moment of prayer, light a unity candle as a symbol of hope, and enjoy fellowship with light refreshments.

BILAL BAJWA

Ahmediyya Muslim Community Dallas



"Join us in this journey of unity and hope—together, we can make a difference."

HEMANT KALE

Hindu Empowerment
& Restoration
Organization

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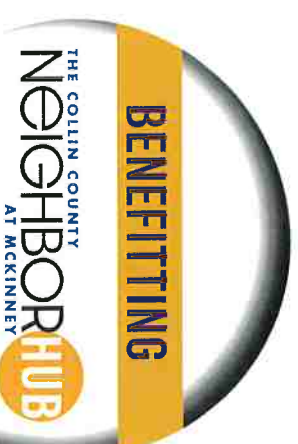
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BILAL BAIWA

Ahmadiyya Muslim Community Dallas



THE COLLIN COUNTY NEIGHBORHUB AT MCKINNEY



The Rooted Center of Wholeness - A Vision for Our NeighborHUB

Let me paint a picture for you. Imagine a tree—majestic, towering, and full of life. Its roots spread wide and deep beneath the surface, seeking water and nutrients. These roots don't compete with one another; they work together, intertwining and strengthening the tree's foundation. Because of their collaboration, the trunk stands strong, and the branches stretch high, offering shade, shelter, and nourishment to all who come near.

Now, what if I told you that this tree is more than just a tree? What if it represented something we could build together—right here, in our city?

This tree represents the vision for our NeighborHUB—a place where nonprofits can come together, like those roots beneath the soil, collaborating to share space, save money, and strengthen one another. Instead of working in silos, each organization would bring its unique expertise to the table, pooling resources and ideas to create something far greater than they could alone. Together, they'd form a solid foundation of support—a foundation strong enough to hold up an entire community.

But this isn't just about the nonprofits. The trunk of this tree—the NeighborHUB itself—would be a place where people in need could come and find stability. No longer would they have to crisscross the city, retelling their story over and over, just to piece together the help they need. At this NeighborHUB, they'd tell their story once. Just once. From that moment, the hub would connect them to a network of wraparound services—housing, healthcare, job training, education, and more.

Think about the branches of this tree. They stretch out, reaching into every corner of the community, touching lives and creating opportunities. Each branch represents a service, a pathway for people to move from hopeless to wholeness, from despair to renewal. And as these branches grow, they create a canopy of care—a space where people feel safe, seen, and supported.

This isn't just a building. It's a movement. It's a sanctuary. Like the tree, this NeighborHUB will grow deep roots in our city, providing shade and nourishment for generations to come. Imagine the lives that will be changed, the families that will be restored, and the community that will be strengthened.

So today, I'm inviting you to be a part of this vision. Let's plant this tree together. Let's create a place where collaboration replaces competition, where services come together seamlessly, and where people find not just help—but hope.

The seeds of this vision are ready. Now, let's water them, and watch as they grow into something truly transformative. Will you join me in planting this tree? Together, we can make the NeighborHUB a reality.

A pathway for people to move from hopeless to wholeness.



CORE TENANTS

ONE HEART MCKINNEY
EMMANUEL LABOR
STREETSIDE SHOWERS
NEIGHBORS NOURISHING NEIGHBORS
NORTH TEXAS MEDBRIDGE
AND MORE!

ANCILLARY - AFFILIATES

TRANSPORTATION SOLUTIONS
TECHNOLOGY SOLUTIONS
CONNECTION TO YOUTH MENTORSHIP ORGANIZATIONS
CONNECTION TO HOT MEALS
CONNECTION TO TRANSITIONAL HOUSING
CONNECTION TO HEALTH CARE
AND MORE!

CORE SERVICES

IN-TAKE / CASE MANAGEMENT
REFERRAL CENTER
REHOUSING RESOURCES
AGENCY DATABASE - EDUCATION - LIBRARY
FOOD DISTRIBUTION
RELATIONSHIP MINISTRY
TECHNOLOGY / DATA MANAGEMENT
MAIL BANK / ID CARDS
RENTAL UTILITY ASSISTANCE
HYGIENE CENTER
AND MORE!

BUSINESS OPERATIONS

SHARED CONFERENCE ROOMS, LOBBY,
KITCHEN, REFRIGERATION, UTILITIES,
JANITORIAL, ETC.
NETWORKING WITH OTHER AGENCY /
SERVICE PROVIDERS
GRANT WRITING
CO-LOCATION - INCUBATOR SERVICES
EXECUTIVE LEADERSHIP / GUIDANCE /
MENTORSHIP
AND MORE!

THE COLLIN COUNTY NEIGHBORHUB AT MCKINNEY

MEMORANDUM OF UNDERSTANDINGS

ENTITY

SIGNER

CATHOLIC CHARITIES DALLAS

DAVE WOODYARD

EMMANUEL LABOR

PAUL BALLESTEROS

ONE HEART MCKINNEY

SCOTT ELLIOTT

NORTH TEXAS MEDBRIDGE

SARITHA RAJAN

NEIGHBORS NOURISHING NEIGHBORS

ROBERT DALEO

STREETSIDE SHOWERS, INC.

LANCE OLINSKI

LETTERS OF SUPPORT

ENTITY

SIGNER

LOVE LIFE FOUNDATION

MAYLEE THOMAS-FULLER

THE SAMARITAN INN

JILL SCIGLIANO

L.I.F.T. R&R

ROLANDA MACHARIA

GRACE TO CHANGE

SHANNON WHITE

CHRIST FELLOWSHIP

BRUCE MILLER

VOLUNTEER MCKINNEY

ALLISON MONROE

COMMUNITY GARDEN KITCHEN

ANGELA POEN

COLLIN COUNTY HOMELESS COALITION

RICHARD GRADY

HOLY FAMILY SCHOOL

SARA THOMAS

MY FRIEND JACK'S HOUSE LLC

BONNIE DONALDSON

MCKINNEY COMMUNITY FOOD PANTRY

MELODY KRILL

AEYL

DERRICK ROBINSON

ABOVE ALL THINGS DREAM FOUNDATION

GREGORY AIRINGTON

HUGS CAFÉ, INC

LAUREN SMITH

COMMUNITY LIFELINE CENTER LLC

MICHAEL SCHWERIN

CUTX

TRACEY CLINE

HEART OF HIGHLAND

BILL KEMSLEY

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

KEITH KEMSLEY

GRACE PRESBYTERY/1ST PRESBYTERIAN CHURCH, MCKINNEY

THE ADMINISTRATIVE COMMISSION

TRINITY PRESBYTERIAN CHURCH, MCKINNEY

JOHN SEFCIK

GRACE HOUSE COMMUNITY CHURCH

GWEN LAU

MENTORSHIP OPPORTUNITY

ENTITY

SIGNER

SERVE DENTON

PAT SMITH



210 ADRIATIC PKWY SUITE 200
MCKINNEY, TX 75072
(469) 424-5900

WHOLENESS

OPPORTUNITY
SHADE
HOPE
CARE
NOURISHMENT
STABILITY
SUPPORT
EDUCATION
COMMUNITY

THE COLLIN COUNTY NEIGHBORHUB AT MCKINNEY

COLLABORATION

A place where nonprofits can come together, like the roots beneath the soil, collaborating to share space, save money, and strengthen one another.

Beverly's CHALLENGE

MATCHING EDDIE FOR CHANGE

Join Us in Beverly's Challenge: A Call to Generosity and Community Support

A true friend is a rare gift, and we are incredibly blessed to have one in Eddie. He has pledged to give an annual donation to NeighborHub for the span of his lifetime—an extraordinary commitment to serving others in our community. In honor of his wife, Beverly, we've created Beverly's Challenge to inspire others to join us in making a lasting impact.

Eddie and Beverly have shown, through their actions, the powerful lessons of James 2:15-16, which calls us to not just wish well for those in need, but to take tangible steps to help. Their lives reflect Matthew 6:19-20, reminding us that true treasures are found in heaven, in the kindness and love we share with others. And Proverbs 19:17 teaches us that when we give to those in need, we are lending to the Lord and will be richly rewarded.

Now, Eddie has asked if we can find matching funds for his generous gift.

Can we meet this challenge together? Will you help us support NeighborHub's important work by matching Eddie's donation? Your gift, combined with Eddie's, will directly help our neighbors, strengthen our community, and make a lasting difference for those who need it most.

Will you accept Beverly's Challenge and give today?

Your generosity can transform lives and create a ripple effect of kindness and service, just as Eddie and Beverly have done. Thank you for partnering with us in this mission to serve those in need.

With gratitude,

NeighborHub

20 People
to give
\$500
for 5 years.

THE COLLIN COUNTY
NEIGHBORHUB
AT MCKINNEY

 **SANCHEZ**
Charities

Meeting Needs in the North

Collin County — one of the fastest-growing areas in the region—rising poverty, food insecurity, and lack of access to affordable healthcare are creating critical gaps for families in need.

There are 39 zip codes in Collin County and CCD currently serves clients in every zip code. With the closest Catholic Charities facility often an hour away, critical services are out of reach for too many. As a recognized and effective leader in serving the most vulnerable, we have a calling and responsibility to be where we are needed. We meet the need, wherever it's needed.



Collin County is home to more than 1.1 million residents, with many living on the margins of self-sufficiency.



Thousands lack access to basic healthcare, affordable education, and job readiness support.



1 in 5 families in the region live in poverty, and the number is growing as cost of living increases.



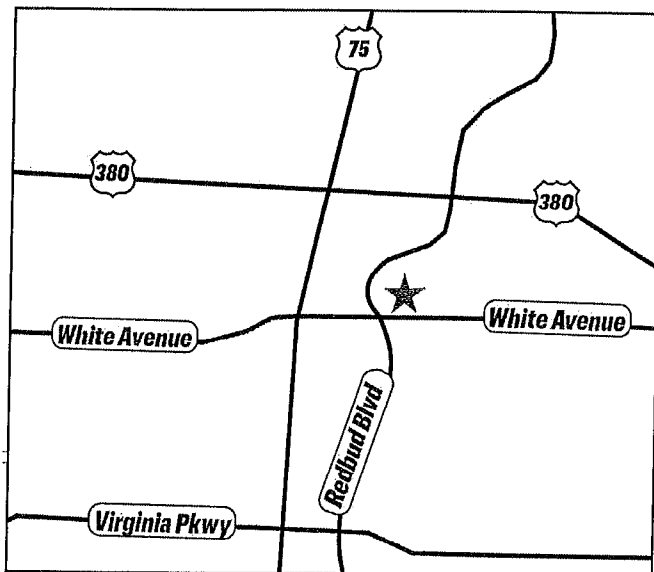
Texas is #1 leading the nation in food insecurity, including **1 in 6** children living in those food-insecure households.

Our Vision - Capital Expansion

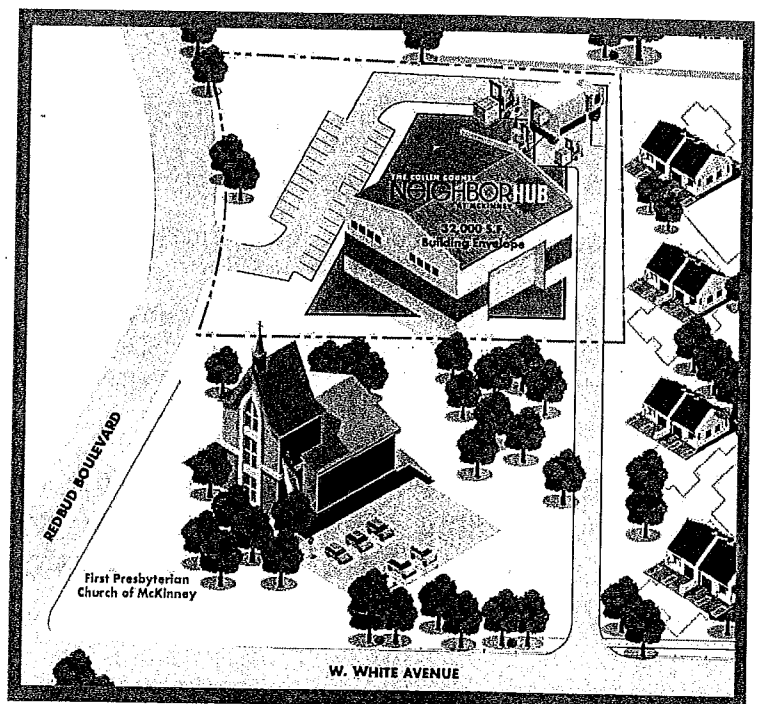
The Northern Service Center - our neighborhood "HUB"

As North Texas experiences explosive growth, Catholic Charities Dallas is responding with bold, innovative and collaborative action. An advocacy center for multiple nonprofits, The HUB will be an 38,000 square-foot facility in McKinney, strategically designed to provide comprehensive, wraparound support.

Other organizations will rent space in the facility to provide complimentary, supportive services to clients, creating both efficiencies and a self-sustaining center for years to come. The below-market rent paid by participating nonprofit partners will generate the revenue needed to cover all operating expenses and capital reserves.



Accessible location near major highways.



**Land Acquired
Summer 2025**

**Construction Docs
Fall 2025**

**Groundbreaking
Winter 2025**

**Full Services Open
Fall 2026**

Impact Tomorrow Today



Catholic Charities Dallas are first responders to the most vulnerable in our community.

As a leading social services agency in North Texas, we respond to the needs of our communities throughout our nine county service area.

Catholic Charities embodies compassion by providing unwavering support and services to those in need, reflecting our commitment to helping all individuals with dignity and care.

But we don't do our work alone. We rely on community partners, nonprofit organizations, cities and counties, state agencies, donors, and volunteers to impact the lives of hundreds of thousands of our neighbors annually.

As we look to the future, we know our region is growing exponentially. This means the needs of the community will also grow. To meet that demand,

Catholic Charities is turning to the larger community for the first time in decades for broad-scale, capacity-building support.

We have set a fundraising goal of \$30 million, which will lay the foundation for our strategic plan, improve long-term sustainability, and provide the ability to nimbly respond to emerging and pressing community needs.

The campaign efforts will focus on three pillars:

- Acquire, build, improve and enhance critically needed facilities
- Expand core mission areas to serve more people, more deeply across a broader geographic area
- Address key start-up and expansion needs while building local support for longevity
- Provide for long-term organizational and programmatic sustainability

North Texas Service Area

5 million people

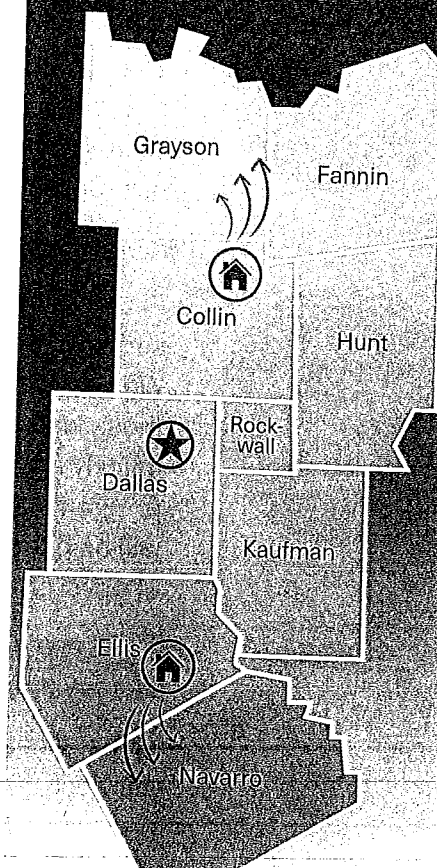
7,500 square miles

9 counties

Thousands are homeless

1 in 5 live in poverty

1 in 6 children are food insecure



Pillar 1: Expand facility capacity

\$12 million



With the explosive growth in North Texas' northern counties and an exponential growth in needs in our southern counties, we have prioritized the development of two new service centers, one in Collin County and one in Ellis County.

Poverty rates continue to increase year over year, with income inequality also widening in the region.

In Ellis County, communities face significant hardships with fewer community resources available. There are significant numbers of households that cannot support the cost of living, especially with wages not keeping pace with inflation and rising prices.

We need to be in the communities where the need exists. The creation of these two new centers will allow us to serve countless additional clients.



Northern Service Center

We anticipate creating an 18,000-square-foot facility in McKinney that will serve as a northern hub for our work. This building will serve as the new home for our Community Health Clinic, which provides free medical care, testing and equipment for the uninsured in Collin County.

We will also offer:

- Financial literacy and career services through our Next Gen Wealth Academy to ensure those we serve are connected quickly and effectively with programs and resources that will help them break the cycle of poverty
- Adult and early childhood literacy programs
- General case management services



Southern Service Center

Catholic Charities began servicing the Ellis County community with the launch of a Client Choice Food Pantry in Ennis in 2017. We have developed a strong partnership with the local parish, St. Johns, as well as the City of Ennis as a result. By working together, we are expanding our reach in the southern region. This partnership isn't just about working together – it's about maximizing efficiency to enhance capacity and resources. Collaboration is valuable, but efficiency is essential.

Catholic Charities will develop approximately 8-10,000 square feet offering a Client Choice Food Pantry, case management services, parenting and early childhood education, family literacy programs,

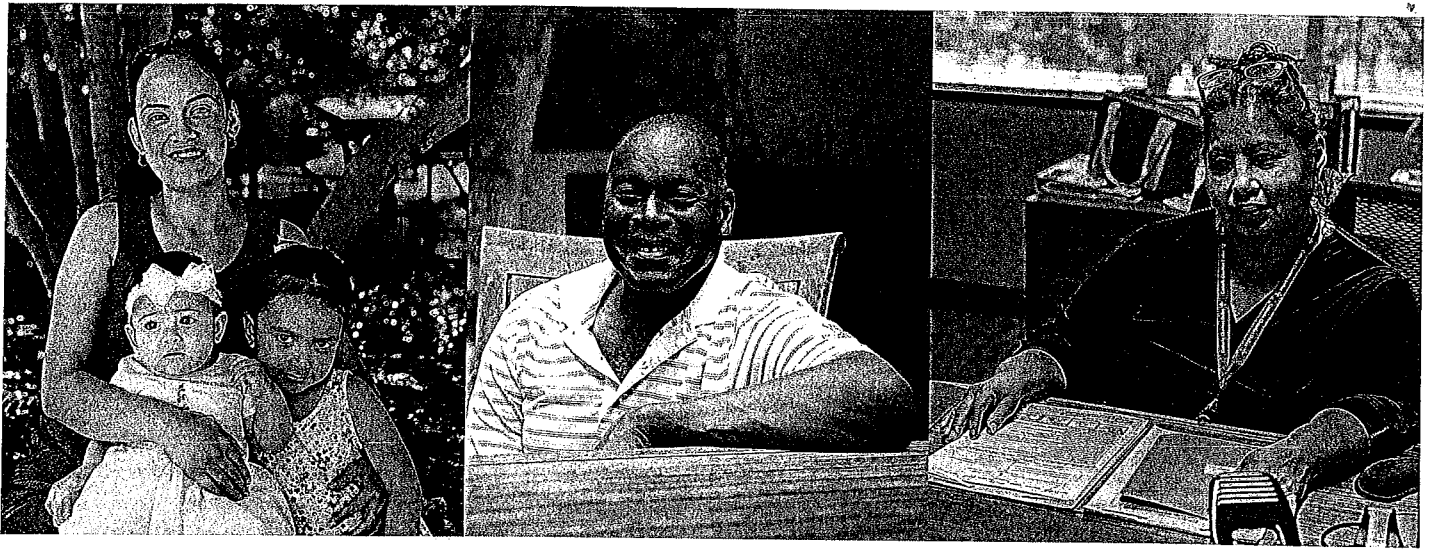
Timing: 2027-28

Catholic Charities has become known as "the" leaders in addressing the "homeless" housing needs in our communities. Over 700 units are on-line serving the long term need of residents that experience homelessness. Still, more is needed and the proven success of public/private partnerships will show the way to future growth in permanent supportive housing.

Timing: 2026-28



Timing: 2026-27



Join Us: Impact Tomorrow Today

We do not do this work alone. We leverage our faith and turn it into action every day to alleviate the suffering of those around us and to improve their lives so that our collective community can thrive. But we need the community's support and passion for helping our neighbors in need to be effective.

The health and vitality of our North Texas community is at stake. Rampant poverty and the marginalization of those who have less than us can lead to unemployment, devastating and irreversible chronic health problems, undereducation, and scores of other negative societal impacts.

The time is now for Catholic Charities to step up and lead the way in showing what it means to be a compassionate society. **The time is now for you to join us as we serve – together – the North Texas community.**



We are Catholic Charities, and We Are Here!



Pillar 2:

Expand mission capacity

\$6 million

In the last five years, Catholic Charities has expanded programs, grown services, and responded to rising needs. Client reach increased by over 200%, with new initiatives like Mater Maria, a welcoming, safe and nurturing home for homeless pregnant women, and the Community Health Clinic in Collin County. Additionally, our education program tripled, hunger relief efforts surged, and we built three St. Jude properties to address homelessness. Yet, the needs for our services far outpace the resources we have to provide them. With expansion

comes the need for more staff, vehicles, and buildings.

With five sites and a **six-year track record of successfully stabilizing our unhoused neighbors**, we will open a sixth community, St. Jude Center-Oak Cliff, in 2027, bringing the total of homeless individuals we serve to over 900. We will continue to grow our Mater Maria homes to meet the needs of unhoused, pregnant women.

Our model of creating community, supporting residents with wraparound, holistic services and resources, and

working collaboratively with community-based partners is highly effective at putting individuals on pathways to stability and self-sufficiency.

As other issues and needs arise in North Texas, we want the ability to respond quickly, nimbly, and strategically – to answer the call for those in need.

Having funds readily available for capital, start-up, and programmatic investments that will allow us to serve more people in need is an essential tool in our growth strategy.

Pillar 3:

Expand funding capacity

\$12 million

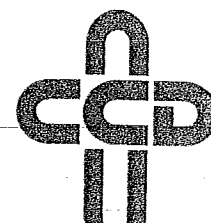


The vast majority of our programs and services are provided to our community's most vulnerable at their greatest time of need at no charge to them. With obstacles like rising costs, housing shortages, and reduced funding, we must ensure accessing needed resources are not a barrier.

We are here, in North Texas, to serve. To restore hope and dignity, foster healing and growth, and create pathways to a better future. Our mission is to welcome every person with open arms, compassion, resources, and solutions.



Growing our endowment is key to long-term sustainability, ensuring support for both existing and new programs and services. Currently generating just under \$500,000 annually, doubling our endowment would allow us to invest over \$1 million each year into vital services for North Texans in need.



**Catholic
Charities**
Dallas

CCD Services at "The HUB"

Program / Service At The HUB	Description	Projected Unique Client in Year 1	Projected Unique Clients in Year 5
Adult & Early Childhood Education	Literacy programs and parent support to promote long-term family success.	750	2,250
Community Health Clinic	Accessible healthcare services for underserved individuals and families.	1200	3,600
ILS (Immigration Legal Services)	Legal guidance to help individuals understand immigration law and their rights.	1000	3,000
Next Gen Wealth Academy	Financial literacy, tax assistance, and workforce readiness training to break the cycle of poverty.	350	1,050
Parenting Classes	Services to connect, protect, and promote loving families.	500	1,500
VITA (Volunteer Income Tax Assistance)	Free tax help for eligible individuals through IRS-certified volunteers.	750	2,250
Projected Total Clients:		4,550	13,650

Our Partner Services

Anchored in community, the Northern Service Center will not stand alone, but will serve as a hub for support services. From nutrition to street-side showers and more, our hub is here for us to better serve. Local partners and trusted leaders will have space in the service center ensuring support can be efficiently accessed for clients. Committed to maximum efficiency, the service center will be owned and managed by CCD to ensure long-term sustainability. Founding partners include the following organizations, with further discussions ongoing with additional prospective partners.



Your Gift Will Impact Tomorrow, Today

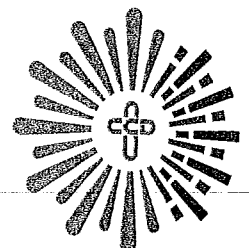
Your gift builds more than a building. Your gift makes it possible to bring care, support and opportunities to all of Collin County.

With the land already secured, our neighborhood hub will require \$6.5M in philanthropic support to complete the project within the anticipated timeline of 1 year. With your partnership, we anticipate the Northern Service Center will increase our capacity exponentially.

Your partnership is vital to completing the Northern Service Center and fulfilling our commitment to serve until it's solved. Together, we will build a more compassionate and connected Collin County.

For more information, please contact:

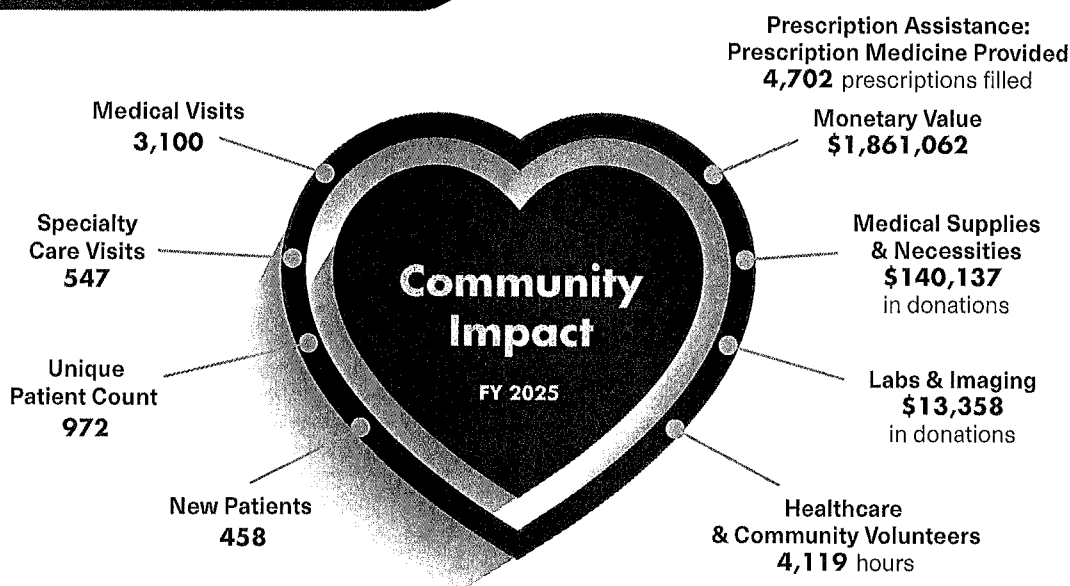
Kelly Noonan
Chief Development Officer
knoonan@ccdallas.org



IMPACT TOMORROW TODAY



For over 20 years, the Community Health Clinic provides high-quality and compassionate healthcare to underserved families and individuals, empowering people to reach their highest potential in work, life, and community.



Free Healthcare for Children and Adults

Clinic Hours

Monday - Friday - 8:30 am. - 4:30 pm.
Specialty Appointments - Saturday

Second and Fourth Tuesday

4:00 pm. - 6:00 pm.

Our Services:

Health care services that focus on treatment of **acute** and **chronic disease management** such as diabetes, hypertension, high cholesterol, asthma/allergies, and thyroid health issues, along with **women's wellness** and **mental health**.

"The medical care at the clinic helped me improve my health through treatment and education."

--CHC patient

Help Us Meet The Need:

Exceptional volunteer healthcare providers and community volunteers work with CHC staff to serve uninsured clients in Collin County.

Contact 972.547.0606 for more information about becoming a volunteer.

Empowerment | Dignity | Hope

Compassionate Health Care

TWO-YEAR IMPACT REPORT

IMPACT SNAPSHOT

1115

families applied,
representing

3818

family members.

These applications
have results in more
than

3428

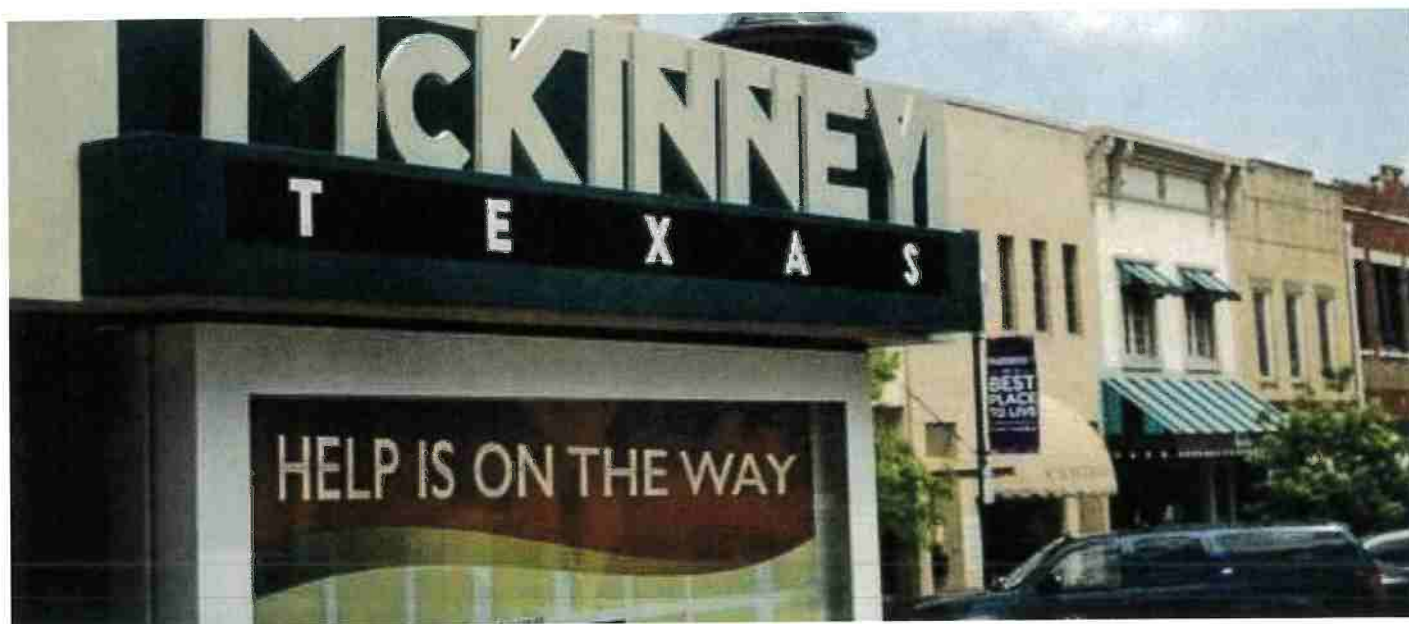
referrals through
One Heart McKinney.

150

families received
housing assistance
with the help of
partners, representing

500

family members.



Maria Caccavale

From: Sarah Masih <SMasih@ccdallas.org>
Sent: Thursday, July 10, 2025 4:53 PM
To: Maria Caccavale; Dave Woodyard
Cc: Kim Sanchez; Kelli Turner
Subject: RE: McKinney / Collin Needs Data

Hi there,

CCD will providing the following services at the HUB:

Services / Program Provided Onsite	Projected Number to Serve
Clinic	1200
Vita	750
Next GenWealth	350
Immigration and legal Services	1000
Adult and Family Education	750

Please let me know if you have any questions. Thanks!

Sarah Masih, LCSW – S

Director of Homelessness, Health, and Special Initiatives

Catholic Charities Dallas

Ccdallas.org



From: Maria Caccavale <maria.caccavale@thesanchezgroup.biz>

Sent: Thursday, July 10, 2025 4:17 PM

To: Dave Woodyard <dwoodyard@ccdallas.org>

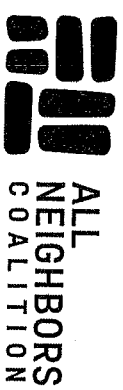
Cc: Kim Sanchez <kim.sanchez@thesanchezgroup.biz>; Sarah Masih <SMasih@ccdallas.org>; Kelli Turner <KTurner@ccdallas.org>

Subject: RE: McKinney / Collin Needs Data

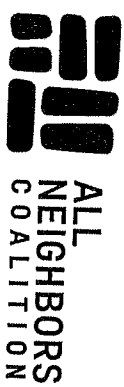
Hi Dave,

Can you please be more specific about the data you're looking for?

No, I haven't received anything yet.



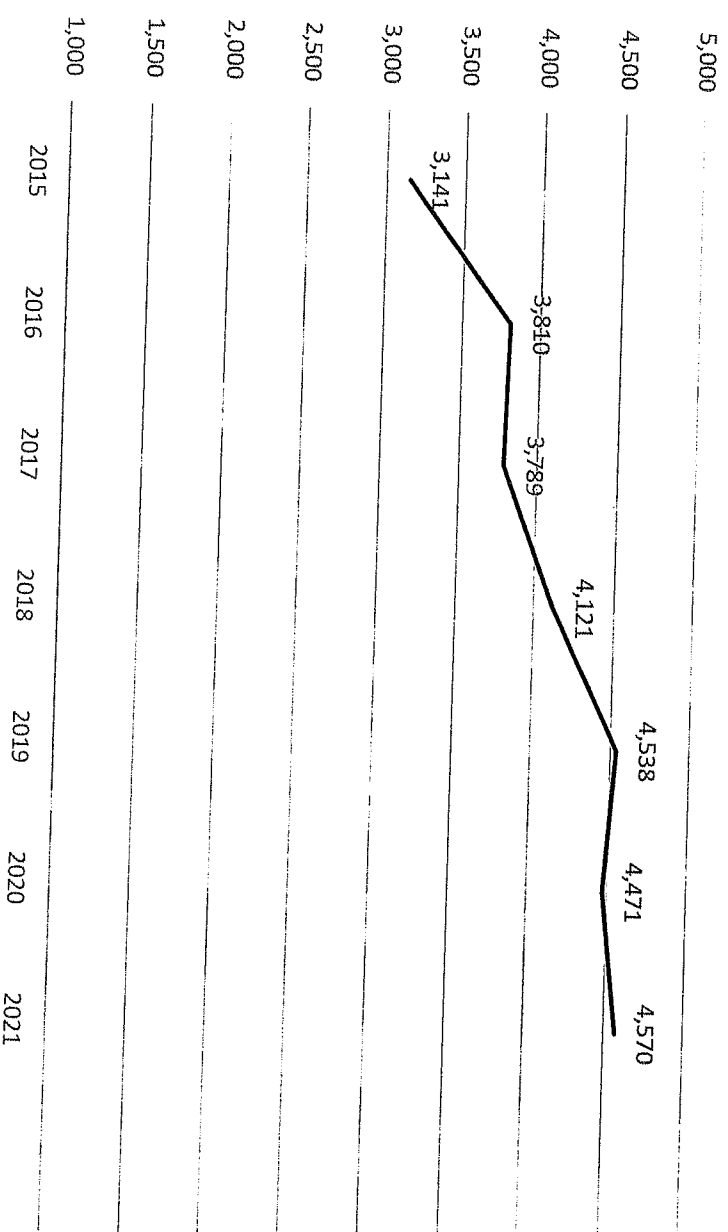
THE 2024 STATE OF HOMELESSNESS



WHERE WE CAME FROM

2015 - 2021: A STEEP RISE IN HOMELESSNESS

Dallas and Collin counties Point-in-Time Count Results, 2015 - 2021



Prior to system transformation, our community saw a **45 % increase** in the homeless population.

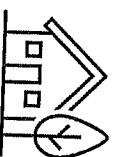


SET SHARED VISION FOR REDUCING HOMELESSNESS

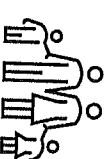
Communitywide Goals for Measurable Impacts



**EFFECTIVELY END
VETERAN
HOMELESSNESS**



**SIGNIFICANTLY
REDUCE CHRONIC
UNSHELTERED
HOMELESSNESS**



**SIGNIFICANTLY
REDUCE FAMILY
& YOUTH
HOMELESSNESS**



STRATEGIC & ALIGNED INVESTMENTS TO EXPAND REHOUSING

REAL Time Rehousing Initiative

\$72 Million Public-Private Partnership: collective impact on unsheltered homelessness



City of
Dallas



Dallas
County



DHA

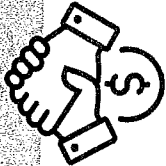
MESQUITE

T E X A S

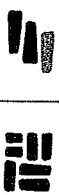
City
of Mesquite



City
of Plano



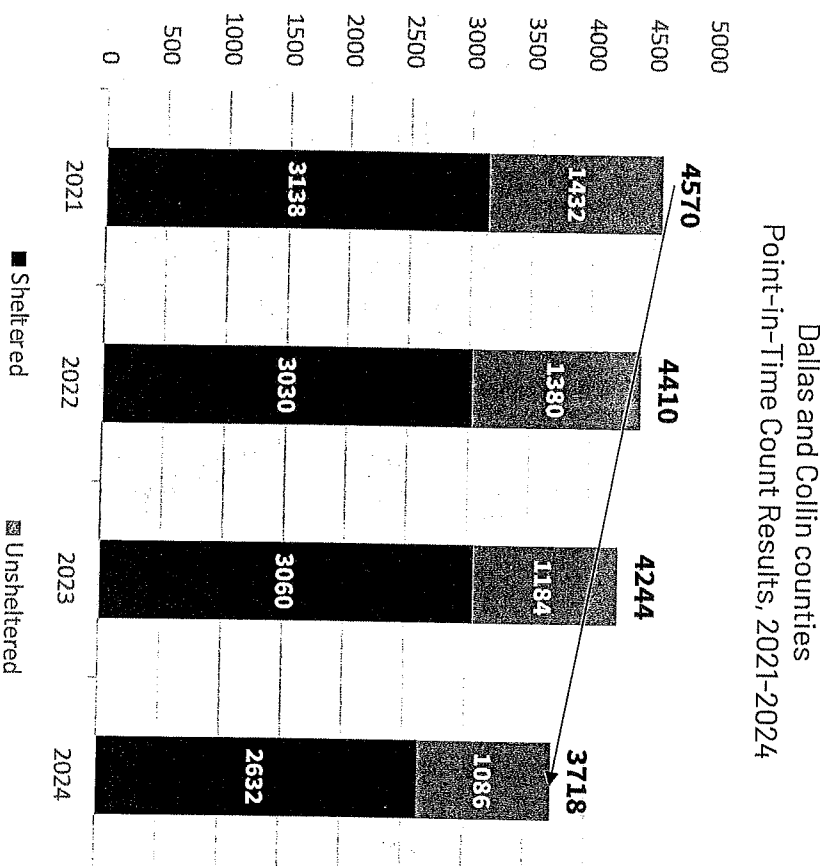
Private





WHERE WE ARE TODAY

TRANSFORMATION LEADS TO THIRD CONSECUTIVE YEAR OF REDUCTIONS

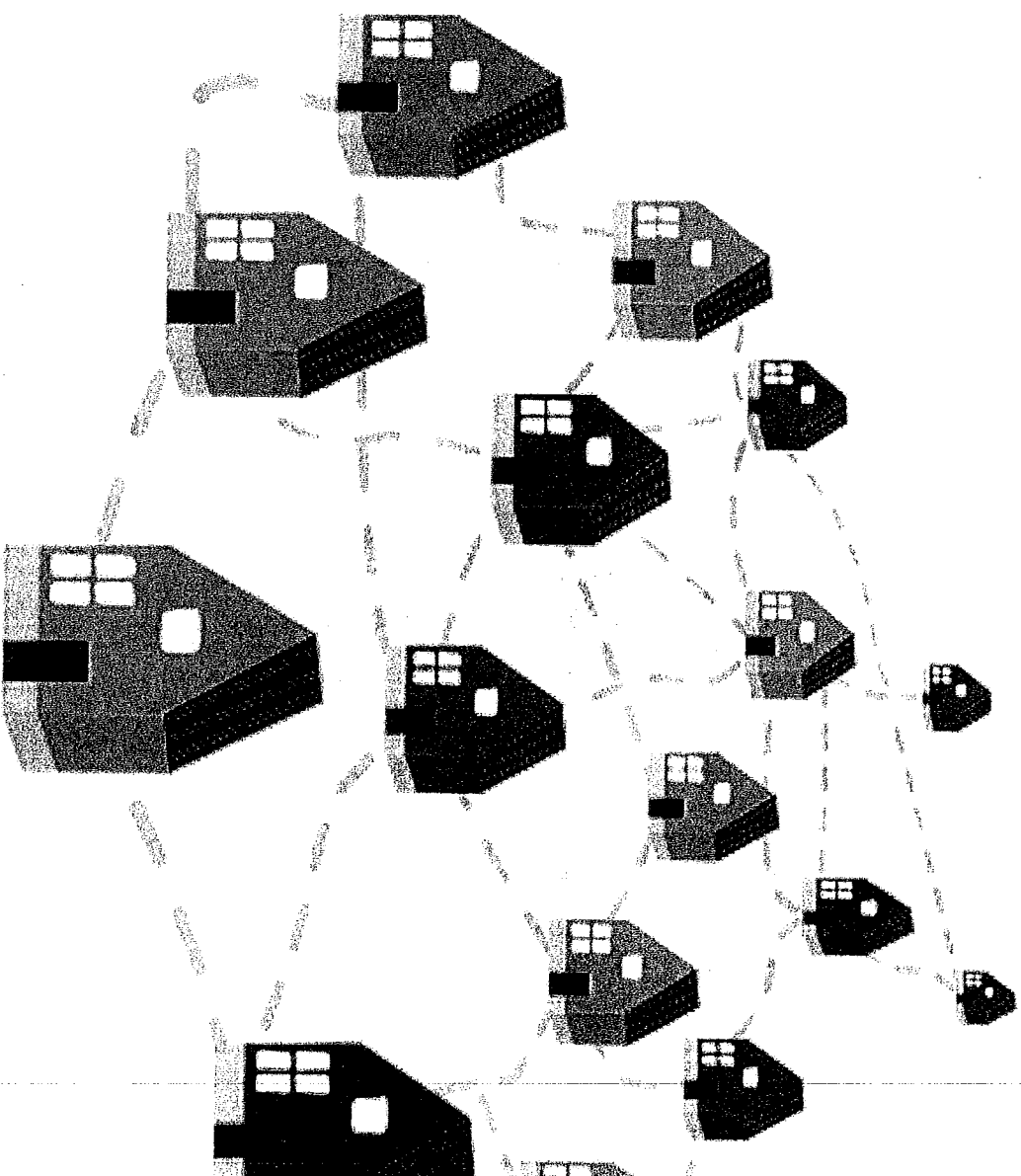


Since 2021 transformation and REAL Time
Rehousing launch:

- 19 % reduction Overall
- 24 % decrease in unsheltered homelessness
- Lowest count in nearly a decade



10,137
INDIVIDUALS
HAVE BEEN HOUSED SINCE
OUR TRANSFORMATION
BEGAN IN 2021.



THE NEXT BIG MILESTONE

Reducing Unsheltered Homelessness By 50%

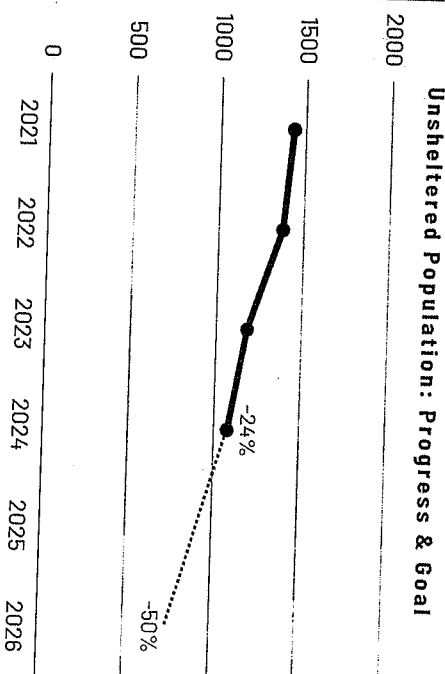
In 2021, we committed to a transformation of our homelessness response system. We aligned investments to focus on reducing unsheltered homelessness. Together, the All Neighbors Coalition has reduced unsheltered homelessness by 24% since that system transformation began.

Our next big milestone is a 50% reduction in unsheltered homelessness as compared to 2021 levels. If we stay the course with continued public and private investments in proven strategies for housing and support services, we can reach this goal by 2026.

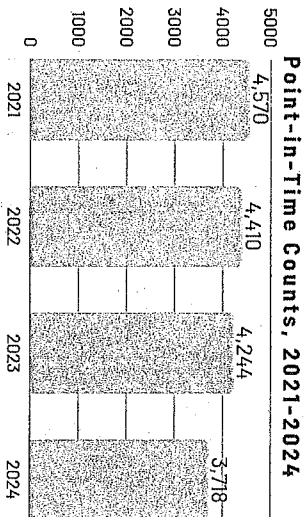
HOW WE GET THERE

Housing Forward estimates we will need a \$30 million public-private investment to maintain the historic pace that has enabled us to house more than 10,100 individuals since 2021. Our next phase will emphasize closing encampments in the public space with a targeted "Street to Home" approach. We will offer housing and support services equitably, and coordinate with local government to ensure encampments remain closed permanently. This life-saving work reduces the personal and financial costs of homelessness.

Together, we will make homelessness rare, brief, and non-recurring in Dallas and Collin counties.

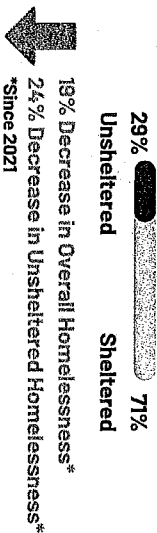


Since 2021, more than 10,100 people experiencing homelessness in Dallas and Collin counties have been housed. The Point-in-Time (PIT) count is an annual census of our unhoused neighbors. The federally-mandated count helps understand changing trends and is one measure of our success over time.



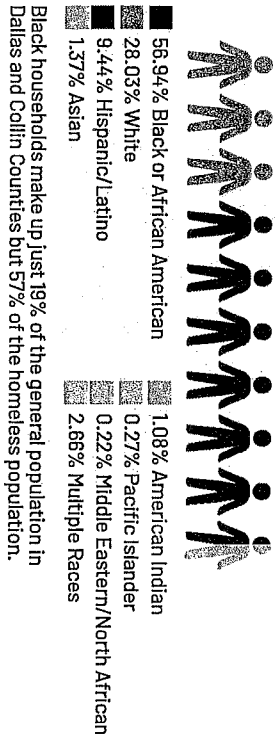
3,718

Individuals Experiencing Homelessness on a Single Night in 2024

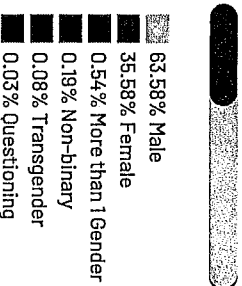


DEMOGRAPHICS

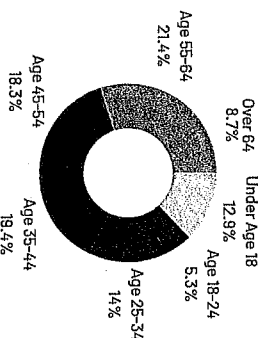
Race/Ethnicity



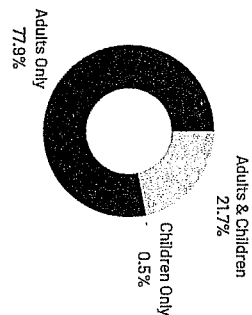
Gender



Age Distribution



Households



County



COMMUNITY TRENDS

In 2024, our community saw decreases across all populations in the number of neighbors experiencing homelessness. Dallas and Collin counties were among the small group of communities that reduced homelessness last year, while national rates increased.

Veteran Homelessness: 287

21.37% Decrease Since 2023

Youth Homelessness: 130

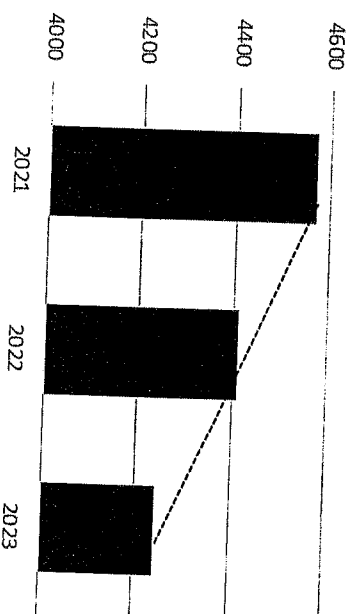
22% Decrease Since 2023

Family Homelessness: 805

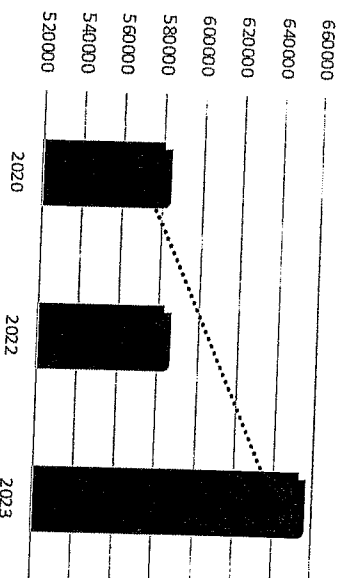
14.9% Decrease Since 2023

STRATEGIC INVESTMENTS SET US APART FROM OTHER COMMUNITIES

Dallas & Collin Counties, Point in Time Totals



National, Point in Time Totals



* National data not available for 2021

✓ Among the 27 % of communities nationally that **reduced homelessness last year**, while national rates soared to record highs

✓ 1 of 6 Communities in White House Unsheltered Initiative (All Inside)

✓ Top Performing Community, with over 44% increase in annual HUD Homeless Assistance Funding, 2021-2023



INVESTING IN WHAT'S WORKING

Diversion

Housing-Focused
Street Response

Integrated
Behavioral Health



Veterans

287

21.37% Decrease Since 2023

Chronic

646

6.51% Decrease Since 2023

Youth

130

22% Decrease Since 2023

Families

805

14.9% Decrease Since 2023

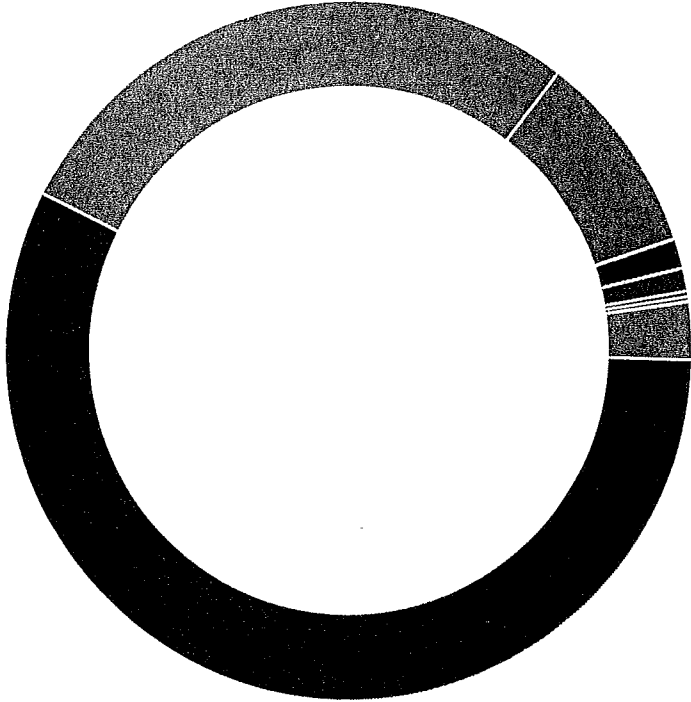


RACIAL EQUITY

Black households make up only 19% of our general population in Dallas and Collin counties yet represent a staggering 57% of our unhoused population.

This is a result of wide-ranging impacts of systemic racism and inequities.

2024 Point-in-Time Count



- Black or African American
- White
- Hispanic/Latino
- Asian
- American Indian
- Pacific Islander
- Middle Eastern/North African
- Multiple Races

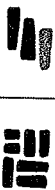
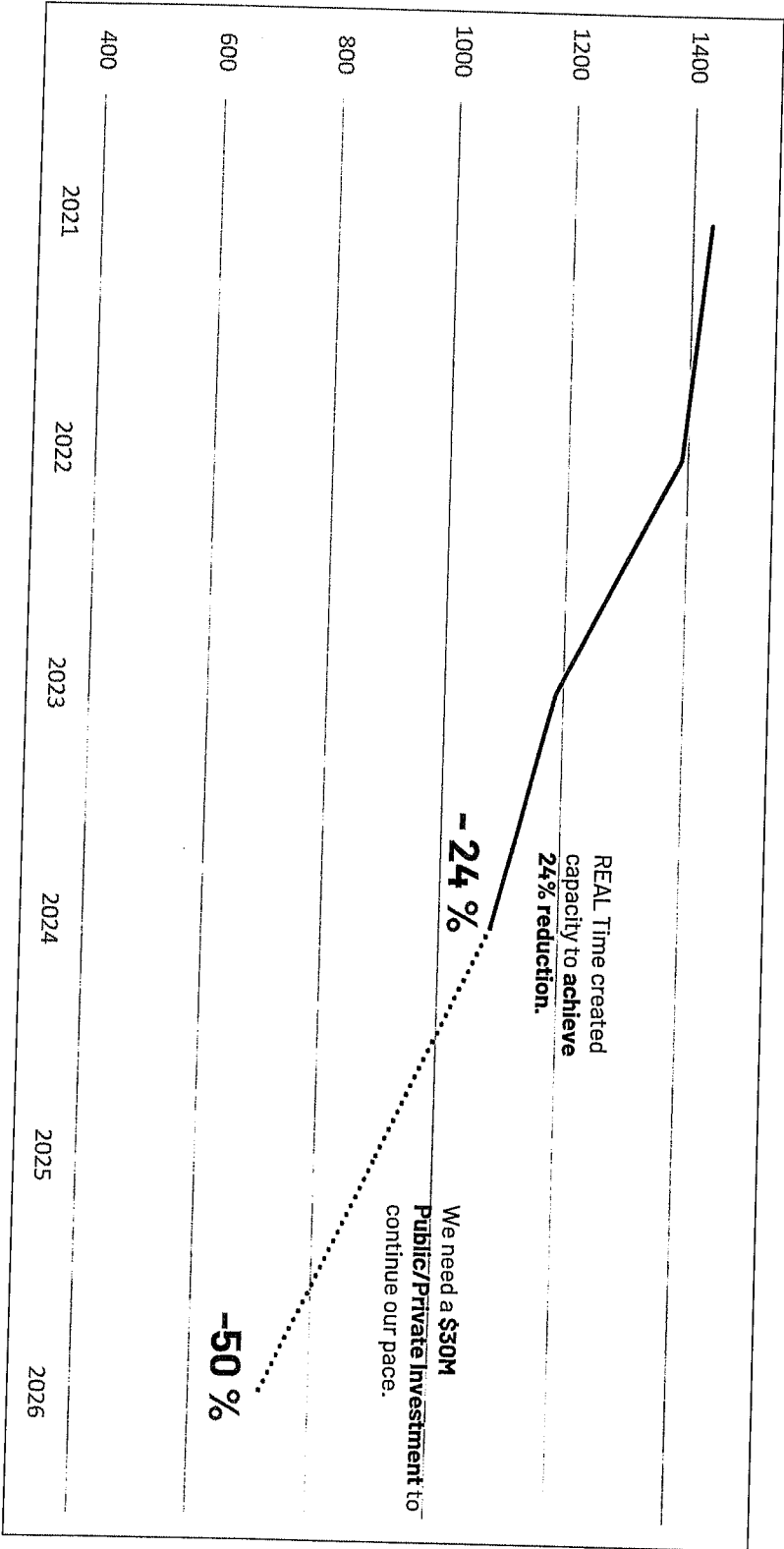




WHERE WE ARE GOING

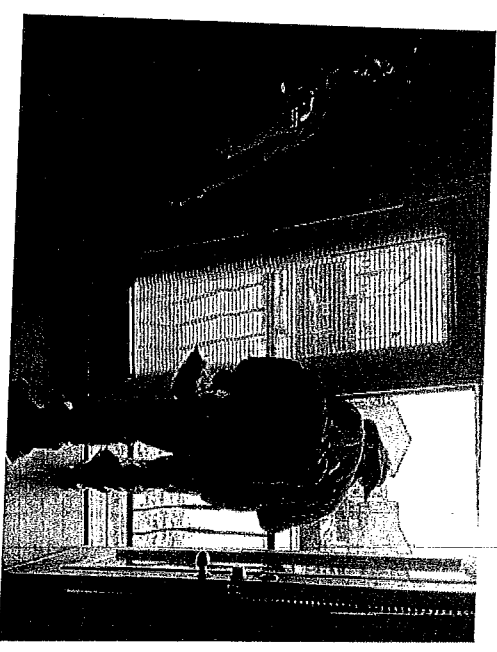
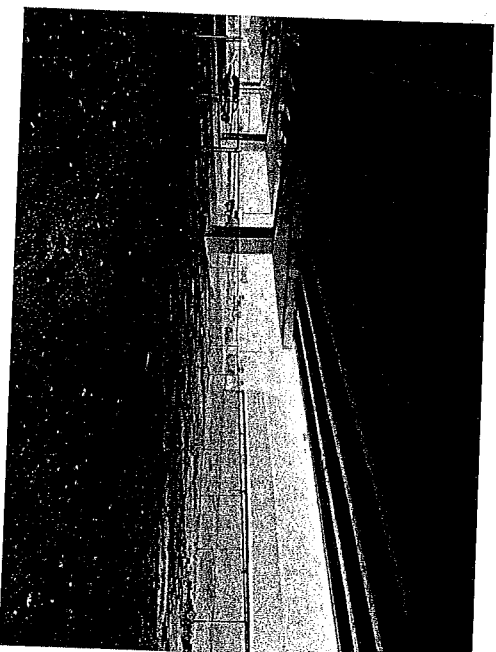
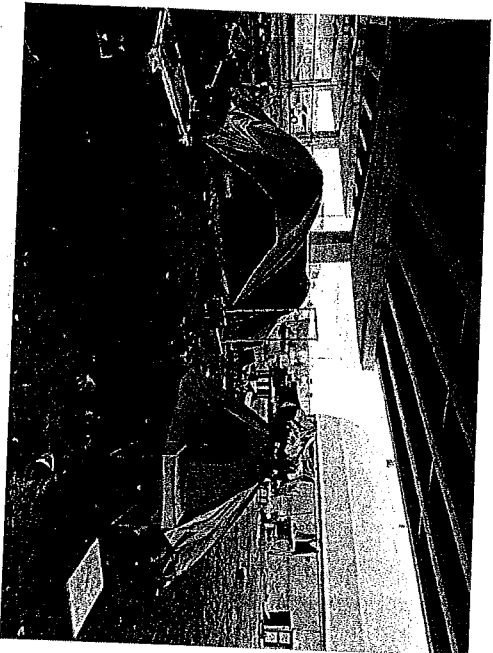
REACHING THE NEXT BIG MILESTONE: 50 % REDUCTION IN UNSHELTERED HOMELESSNESS (2021-2026)

Dallas and Collin counties Unsheltered Population, Point in Time 2021-2026



CONTINUING TO MOVE THE NEEDLE ON UNSHELTERED HOMELESSNESS

Street to Home Encampment Response



Address public health and safety, while ending homelessness through connections to housing and support

Target and prioritize
locations across the
community

Bring rehousing services
and integrated behavioral
healthcare to each site

Coordinated with local
government to maintain
site closure



THANK YOU TO OUR SPONSORS

Gold Sponsors:

Blue Cross and Blue Shield of Texas
CORT

Dominium
Drs. Debra and David Woody III

Marilee and Charles O'Connell
The Stewpot, First Presbyterian Church of Dallas

Silver Sponsors:

Carol and Steve Aaron
Catholic Charities of Dallas
Congregation Shearith Israel
Dr. Philip Huang

Molly Van Ort
Nancy Best
United Way Metropolitan Dallas

Vogel
Volunteers of America Texas
WAK Management Company

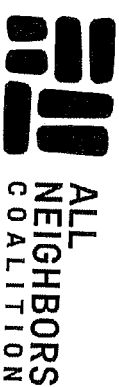
Blue Sponsors:

Ann & Tim Gavin
AdvanceNet Labs
Apartment Association of Greater Dallas
Children's Health

Daniel Roby
Ensemble
First UMC Dallas
Gary Cochran

Marsha Clark
Temple Emanu-El
Temple Shalom





THANK YOU FOR JOINING US FOR THE 2024 STATE OF HOMELESSNESS ADDRESS



HOUSING
FORWARD



ALL
NEIGHBORS
COALITION

2024 State of Homelessness Address Talking Points

Background

In 2021, the All Neighbors Coalition, comprised of 150 organizations, transformed our homeless response system, with a particular focus on reducing unsheltered homelessness. Prior to 2021 we were all doing great work. But we were working in silos, competing for limited funding and resources.

- The system transformation focused on evidence-based strategies. Fueled by public-private partnerships, we expanded pathways to housing, health, and stability for people experiencing homelessness.
- Federal officials have recognized the region as a top performer and one of only **27% of communities in the country** to reduce homelessness last year.
- Earlier this year, the U.S. Department of Housing and Urban Development (HUD) earmarked **\$27 million** in annual funding for the All Neighbors Coalition. That is a **44% increase in performance-based funding** as compared to 2021 levels.

New Information To Be Released At SOHA Event

Housing Forward and the All Neighbors Coalition on Tuesday will announce the third consecutive year of reductions in homelessness in Dallas and Collin counties, **including the lowest total number of people experiencing homelessness in nearly a decade.**

- According to the January Point-in-Time count, a total of **3,718 individuals** are experiencing homelessness on any given night in Dallas and Collin counties.
- That equates to a **19% reduction** in overall homelessness and a **24% reduction** in unsheltered homelessness since 2021.
- This continued success **goes against national trends**. Between 2022-2023, homelessness increased in about 75% of U.S. communities. The nation saw the largest increases on record.
- We are reporting **decreases this year as compared to 2023** in family homelessness (15%), youth homelessness (22%), and veteran homelessness (21%).
- Across the board cuts are supported by increased investment in housing and services. Since 2021, **more than 10,100 people** experiencing homelessness have been housed in Dallas and Collin counties, and the number of **permanent housing interventions available increased by 44%**.
- The Coalition is excited to implement a historic \$9.3M youth award from HUD. It will help build a system that can identify all youth in crisis and provide immediate access to support and housing.
- The data also reveals ongoing challenges. While Black households make up just **19% of the general population** in Dallas and Collin counties, **nearly 57% of the unhoused population is Black**.
- This imbalance is a by-product of the wide-ranging impacts of systemic racism and inequities. It supports our ongoing focus on racial equity.

What's Next

We recognize that challenges remain, particularly related to visible unsheltered homelessness. We have more work to do and must continue to invest in the strategies that are working.

- New goal to cut street homelessness in the region **by 50% as compared to 2021 levels**.
- With a **\$30 million public-private investment**, we believe that goal can be **met by 2026**.
- Emphasize closing encampments in public spaces with a **targeted "Street to Home" approach**.
- This proven model addresses public health and safety concerns, while providing a lifeline to our neighbors enduring unsheltered homelessness. Encampment closures are expedited by bringing behavioral healthcare and rehousing assistance onsite and supporting our neighbors to move back home.

From: Pat Smith <psmith@servedenton.org>
Sent: Monday, July 14, 2025 10:30 AM
To: Maria Caccavale <maria.caccavale@thesanchezgroup.biz>
Subject: Re: Request for facility tour

Hello Maria,

I am returning from vacation. Here are the numbers you requested. This is 4th quarter, 2024 data. You can multiply by 4 and get pretty close to our annual numbers. These are client/patient visit numbers.

Legal	0
Healthcare	4603
Mental Healthcare	103
Food	3201
Housing	420
Financial Support	1430
Children and Youth Services	8743

Pat Smith
Chief Executive Officer
O: [940.735.3234](tel:940.735.3234)
C: [940.597.3308](tel:940.597.3308)
www.servedenton.org



Serve Denton partners with nonprofits and communities to help them better serve people in need.

THIS MESSAGE CONTAINS CONFIDENTIAL INFORMATION FROM SERVE DENTON AND/OR SERVE LEWISVILLE. UNAUTHORIZED USE OR DISCLOSURE IS PROHIBITED.

TOTAL CLIENT SERVICES IMPACT:

12,000+

INDIVIDUALS SERVED

KIDS SUMMER FOOD PROGRAM

1,821

Children served with food
during the summer



NORTH POLE TOY DISTRIBUTION

801

Kids received
toys

FOOD PANTRY

Distributed
1.4 million lbs. of Food
to over

9,000

individuals



SCHOOL SUPPLIES PROGRAM

378 children received new backpacks
and school supplies to start off their
school year right



1,376

Families Served
for Holiday
Food Programs



EDUCATION & EMPLOYMENT

related services
benefited

32,479

 VOLUNTEER HOURS

3,965

 VOLUNTEERS

923

HOUSEHOLDS

\$899,663

Value of Volunteer Hours

CARES CENTER



2,116

INDIVIDUALS RECEIVED HOUSEHOLD
ITEMS AND HYGIENE SUPPLIES

Maria Caccavale

From: NTX MedBridge <ntxmedbridge@gmail.com>
Sent: Tuesday, July 8, 2025 9:59 PM
To: Kim Sanchez; Maria Caccavale
Subject: NTX MedBridge Statistics

Dear Kim, Maria

Following is the current Stats for NTX MedBridge:

In the past one year, since its inception North Texas MedBridge has served over 240 patients in Dallas and Collin counties and has facilitated over 260 preventative screening services, including mammograms, PAP smears, STI tests, and mental health counsels.

In Collin County specifically, we have served the unhoused and underserved individuals:

- 56 patients screened
- 23 free mammograms
- 8 free PAP smears
- 11 patients scheduled for free Mental health counselling sessions and
- 43 free haircuts .

At our Collin County events, 23% of our patients have had what we classify as **"New Health Risks,"** meaning that they had no previous official diagnosis of any chronic disease, yet had abnormal health screening results (blood pressure, blood sugar, oxygen saturation, mental health, etc).

In addition, 34% of our patients are at **"Severe Risk,"** a classification we determine by a combination of chronic disease status, access to medications, prescription status, and ER visits in the past 3 months. Most notably, the combination of chronic disease and having no access to medications had the largest weight in determining whether a patient was at "Severe Risk" or not, which is a gap North Texas MedBridge aims to help fill with its Street Medicine initiative.

Please let us know if you have any questions.

Thankyou

Saritha.

Resource statistics for MCDC meeting on July 24, 2025

Lifepath Systems 2024 Impact Report as of 7.7.25 <https://www.lifepathsystems.org/>

2,105 - Total children and adolescent served

9,296 - Total adults served

35,947 - Service performed in the community

64,436 - Services performed in the office

675 - Individual served in outpatient substance use disorder treatment

17,896 - Total individuals served

210,086 - Total services provided

All Community Outreach Impact Report 2024 <https://www.acocares.org/>

1,821 - Children served from summer food program

378 - Children received school supplies

923 - Households received education and employment services

1.4 million pounds - of food distributed to over 9,000 individuals

1,376 - families served for holiday food programs

80 - Kids received toys at Christmas for the North Pole Distribution Event

2,116 - individuals received household items and hygiene supplies

12,000 + - Individuals served

The Samaritan Inn <https://saminn.org/>

109,262 - Healthy meals served

2,078 - Mental health counseling hours

1,250 - Job readiness hours

1,127 - Financial education hours 109,262+2078+1205

152 - Children served

474 - Individuals call the Samaritan Inn home

114,343 - Individuals served

McKinney ISD <https://www.usnews.com/education/k12/texas/districts/mckinney-isd-109155>

35.2% - of students are economically disadvantaged

31.7% - Students at risk of dropping out of school possibly due to the following reasons

Low academic performance

Chronic absenteeism

Behavioral issues

Poverty or low socioeconomic status

Unstable home environments

English language barriers

Learning disabilities or special education needs

History of trauma or abuse

LACK OF SUPPORT SERVICES

Community Lifeline Center <https://communitylifeline.org/>

The Stats below came from their Facebook page on June 26, 2025

<https://www.facebook.com/CommunityLifeline>

The Impact Just Last Year:

103,000+ - individuals served

1.17 - million meals distributed

53% - of clients are elderly, disabled, or children

\$345,000+ - in emergency financial aid

22% - increase in families needing help

Frisco Family Services - <https://friscofamilyservices.org/>

From their annual report 2023-2024 https://friscofamilyservices.org/who_we_are/financials.html

3,852 – Individuals received support with:

Finances

Food Programs

725,271 – Meals were provided to families in need through our summer lunch program and our market

Exhibit G:

Purchase and Sales Agreement

Grace Presbytery and Sanchez Charities, LLC

CONTRACT OF SALE

This Contract of Sale (this "Contract") is made and entered into by and between **Grace Presbytery, Inc.** (collectively, "Seller") and **Sanchez Charities, LLC**, and/or its assigns ("Buyer").

ARTICLE I **Defined Terms**

1.1 Definitions. As used herein, the following terms shall have the meanings indicated:

"**Closing**" means the consummation of the purchase of the Property by Buyer from Seller in accordance with Article VI.

"**Closing Date**" means the date specified in Section 6.1 on which the Closing is to be held.

"**Deed**" means a Special Warranty Deed executed by Seller in favor of Buyer, the form of which is attached hereto as **Exhibit "B"**.

"**Effective Date**" means the date on which a fully executed copy of this Contract is receipted by the Title Company and Earnest Money is deposited and receipted.

"**Permitted Exceptions**" means, with respect to the Property, the exceptions or conditions that affect the title to or use of the Property and that are accepted by Buyer in Section 5.1.

"**Property**" means the approximately +/- 2.5 acre tract of land generally located at the northeast quadrant of Redbud Boulevard and White Avenue approximately five hundred feet (500') north of White Avenue on the east side of Redbud Boulevard in McKinney Texas 75069. Subject Property has not been platted from the parent tract and there does not have an address at this time. Subject Property is more fully depicted in the attached exhibit herein **Exhibit "A"** and incorporated herein by reference. The parties acknowledge that the illustration contained in this Contract technically may be, or is, legally insufficient for the purposes of supporting an action for specific performance or other enforcement hereof. As such, the parties confirm to each other that notwithstanding the insufficiency, if any, they desire to proceed with the conveyance of the Property as contemplated by this Contract. Because the parties are desirous of executing this Contract, they agree that (a) they are experienced in transactions of the nature provided for in this Contract, (b) in fact, they are specifically familiar with the location of the Property, (c) each party waives any and all claims of an insufficient legal description in a cause of action for performance hereunder and (d) the description of the Property prepared by the surveyor in connection with the Survey (hereinafter defined), will be the description of the Property for the purposes of this Contract, and this Contract will be deemed to be automatically amended to incorporate the description of the Property as prepared by the surveyor in connection with the preparation of the Survey.

"**Purchase Price**" means the total consideration to be paid by Buyer to Seller for the purchase of the Property as set forth in Section 3.1.

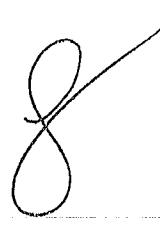
1.2 **Other Defined Terms.** Certain other defined terms shall have the respective meanings assigned to them elsewhere in this Contract.

ARTICLE II Agreement of Purchase and Sale

2.1 **Agreement.** On the terms and conditions stated in this Contract, Seller hereby agrees to sell and to convey the fee simple indefeasible title of the Property to Buyer, and Buyer, hereby agrees to purchase the Property from Seller under the terms and conditions contained herein.

2.2 **Inspection Period.**

- (a) Until 5:00 p.m. on the date that is One Hundred Eighty (180) days after the Effective Date (the "Inspection Period") or Thirty (30) days after the required rezoning is approved by the City of McKinney City Council, whichever is earliest, Buyer, its contractors, engineers, architects and other representatives shall have the right to enter upon the Property to conduct such inspection and review of the Property, as Buyer shall determine to be reasonably necessary. BUYER AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL INJURIES, LOSSES, LIENS, CLAIMS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES SUSTAINED BY OR THREATENED AGAINST SELLER WHICH RESULT FROM OR ARISE OUT OF BUYER'S INSPECTION OR REVIEW OF THE PROPERTY. The indemnification and release obligations of Buyer in this Section 2.2(a) shall survive termination of this Contract or Closing.
- (b) In the event the sale of the Property is not consummated, Buyer shall restore, or cause to be restored the Property to as near the condition thereof existing prior to any entry by Buyer, its agents, employees, contractors or representatives, for any damage directly caused by Buyer, normal wear and tear excepted. In the event the inspection and review of the Property does not meet with Buyer's approval, in Buyer's sole discretion, Buyer may at any time within the Inspection Period terminate this Contract by giving written notice to Seller of such election. Upon Buyer's proper termination of this Contract pursuant to this Section 2.2, the Earnest Money (as hereinafter defined) shall be returned to Buyer, less the amount of \$100.00 which shall be disbursed to Seller as independent consideration ("Independent Consideration") for the termination right granted in this Section 2.2.
- (c) During the Inspection Period, Buyer may, but is not obligated to, submit any reasonably necessary applications ("Applications") to the City of McKinney for annexation, zoning, site plan approval, preliminary plat approval and any other entitlements necessary for Buyer's intended use of the Property (collectively, "Entitlements"). The Applications must be approved by Seller prior to submittal, which approval shall not be unreasonably withheld, conditioned, delayed or denied (the "Approved Applications"). Any material amendment to the Approved Applications must be resubmitted to the Seller for approval in accordance with this



Section. Seller shall reasonably cooperate with Buyer by executing the Approved Applications so that they may be submitted to the City of McKinney.

- (d) During the Inspection Period, Buyer and Seller shall negotiate a mutual parking sharing agreement in a form acceptable to the parties. An access easement agreement ("Access Easement") providing Buyer access to the Property across Seller's property in the area indicated on Exhibit B shall also be negotiated within the Inspection Period in a form acceptable to the parties and the City of McKinney. All costs incurred with respect to the access easement and access agreement will be paid by Buyer. The Access Easement shall be recorded in a manner consistent with the City of McKinney processes at Buyer's expenses. In the event the parties are unable to negotiate a parking agreement and access easement during the Inspection Period, Buyer may elect to terminate this Agreement or continue with the Agreement at Buyer's sole cost and expense. .

2.3 Documents. No later than ten (10) days after the Effective Date, Seller shall deliver or otherwise make available to Buyer all documents in Seller's possession reasonably requested by Buyer in writing that Seller may possess which would be helpful to Buyer in ascertaining the value, developability of the site and/or ultimate best use of the Property; and any other written studies, reports, or approvals regarding the Property (collectively, the "Documents").

ARTICLE III

Purchase Price and Earnest Money

3.1 Purchase Price. The Purchase Price to be paid by Buyer to Seller is FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00).

3.2 Earnest Money Deposit. Within Three (3) Business Days after the Effective Date, Buyer shall deposit Ten Thousand and No/100 Dollars (\$10,000.00) with the Title Company ("Earnest Money"). The Title Company for this transaction shall be Secured Title of Texas: Attention: Andi Clark Philips, Sr. Vice President, located at 2005 N. Dallas Parkway Suite 100, Plano Texas 75093 469-310-0530.

The Earnest Money shall become non-refundable at the end of the Inspection Period. All Earnest Money shall be fully applicable to the Purchase Price. In the event of a default by either Buyer or Seller, the Earnest Money shall be distributed by Title Company according to the terms herein; except that in the event of a Default by the Seller, all Earnest Money shall be distributed by the Title Company to the Buyer. Buyer and Seller hereby release Title Company from all liability for its reasonable and good faith disbursement of Earnest Money in accordance with the terms of this Contract.

ARTICLE IV

Representations and Warranties

4.1 **Seller's Representations and Warranties.** Seller makes the following representations and warranties:

- (a) Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken;
- (b) No portion of the Property shall be subject at the Closing to any management, leasing or commission agreement, except as disclosed to Buyer during the Inspection Period;
- (c) At the Closing, there will be no liens, security interests, encumbrances, unpaid bills or claims in connection with any construction or repair of any improvements on the Property or other work performed or material purchased in connection with any such improvements;
- (d) To the best of Seller's actual knowledge, without any duty of investigation or inquiry, the Property is in compliance with federal, state, and local laws, ordinances, statutes, rules, regulations, directives relating to the use, storage, disposal or release of any Hazardous Materials (as hereinafter defined) including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, applicable Texas law, the Federal Clean Water Act and the regulations adopted and publications promulgated pursuant thereto (all of the foregoing collectively referred to as the "Hazardous Materials Laws") applicable to the Property and any facilities and operations thereon, there are no former or existing buried tanks, storage facilities, spills or leakage of any Hazardous Materials, and Seller has not otherwise been notified of any contamination. Hazardous Material shall have the meaning as defined in the Hazardous Materials Laws;
- (e) Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear arising from the ordinary course of Seller's business and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all contracts of Seller pertaining to the Property in effect on the Effective Date; (d) not enter into any lease or other material contract with a third party relating to the Property without Buyer's consent, such consent not to be unreasonably withheld, conditioned or delayed, if such contract could continue in force or effect after the Closing Date; and (e) not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrances, if the encumbrance would still be in effect after Closing, without Buyer's written consent;
- (f) Seller has received no written notice of any actions, suits or proceedings pending or threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental



court, department, commission, board, bureau, agency or instrumentality, domestic or foreign;

- (g) To the best of Seller's actual knowledge without the duty of investigation or inquiry, the Property complies with applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property; and
- (h) Seller is not bankrupt or insolvent under any applicable Federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Contract with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Contract at arms-length and the consideration paid represents fair value for the assets to be transferred.
- (i) **EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THIS SECTION 4.1, SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS TRUSTEES, AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. BUYER FURTHER UNEQUIVOCALLY DISCLAIMS ANY RELIANCE BY BUYER ON ALLEGED NONDISCLOSURE OF SELLER OR ANY OF ITS TRUSTEES, AGENTS, EMPLOYEES OR REPRESENTATIVES. BUYER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). BUYER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN**

IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS CONTRACT. BUYER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND BUYER CONFIRMS THAT BUYER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. BUYER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY BUYER OTHERWISE MIGHT HAVE. BUYER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

4.2 **Buyer's Representations and Warranties.** Buyer makes the following representations and warranties:

- (a) Buyer has the full right, power, and authority to buy the property as provided in this Contract and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been, or by the Closing will have been, taken.
- (b) No consent, waiver, approval or authorization is required from any person (that has not already been obtained and delivered to Seller) in connection with the execution and delivery of this Contract by Buyer or the performance by Buyer of the transactions contemplated hereby.

ARTICLE V
Title and Survey

- 5.1 **Title Commitment; Exception Documents.** Within twenty (20) days after the Effective Date, Buyer, at its expense, shall cause to be delivered to Buyer a commitment for title insurance (the "Title Commitment") for the Property issued by the Title Company, along with copies of the instruments that create or evidence all title exceptions affecting the Property. The Title Commitment shall specify Buyer or its assignee as the prospective named insured, showing the Purchase Price as the prospective policy amount, showing the status of title to the Property and all exceptions (including, but not limited to, easements, restrictions, rights-of-way, covenants, reservations, encumbrances, liens and other conditions, if any affecting the Property) which would appear in an Owner Policy of Title Insurance, when issued.
- 5.2 **Survey.** Within thirty (30) days after the Effective Date, Buyer, at Buyer's expense, will deliver a land title survey (the "Survey") of the Property prepared by a Registered Professional Land Surveyor selected by Buyer if required by Title Company or Buyer's lending institution. The Survey shall be in a form acceptable to Buyer, Buyer's lender, and to the Title Company, and in acceptable form in order to allow the Title Company to delete

the survey exception (except as to "shortages in areas") from the Title Policy, as defined hereinafter, to be issued by the Title Company. The Survey shall show all easements, setback lines, fences, waterways, wetlands, roads, rights-of-way, encroachments, portions of the Property burdened by restrictive covenants, and the location of all utilities on or adjacent to the Property and all improvements on the Property. The Survey shall be certified to Buyer, Buyer's lender, Seller and to the Title Company in form satisfactory to Buyer, Buyer's lender, if any, and the Title Company.

- 5.3 Review of Title Commitment and Exception Documents.** Buyer shall have twenty (20) days after receipt of the Title Commitment and the Survey (the "Title Review Period") in which to give notice to Seller specifying Buyer's objections to one or more of the Title Commitment and the items described in Section 5.1 (the "Objections"), if any. All items set forth in Schedule C of the Title Commitment as being required to be released at or prior to Closing shall not be deemed Permitted Exceptions, and save and except for those solely applicable to Buyer, must be cured by Seller at or prior to Closing (the "Required Curative Matters"). All items set forth in the Title Commitment that are not objected to by Buyer, except for the Required Curative Matters, shall be deemed Permitted Exceptions.
- 5.4 Seller's Obligation to Cure; Buyer's Right to Terminate.** If Buyer notifies Seller of Objections to any of the matters furnished to it pursuant to Section 5.3, then Seller, may, but shall have no obligation to, cure Buyer's timely Objections within fifteen (15) days (the "Cure Period"), after Seller receives Buyer's written Objections. If Seller fails or chooses not to satisfy any Objections within the Cure Period, then Buyer as its sole remedy has the option of either (i) waiving the unsatisfied Objections whereupon such Objections shall be deemed Permitted Exceptions, or (ii) terminating this Contract in which event the Title Company shall return the Earnest Money to Buyer less the Independent Consideration, and Seller and Buyer shall have no further obligations, one to the other, with respect to the subject matter of this Contract. Seller shall cure all Required Curative Matters. Buyer's written election to terminate this Contract must be given to Seller no later than five (5) days after expiration of the Cure Period. Buyer's failure to timely send notice of its termination of this Contract will be deemed an election of subsection (i) above. Notwithstanding anything to contrary herein, Seller's decision to not cure any of Buyer's Objections shall not be deemed a default of Seller under this Contract.
- 5.5 New Encumbrances.** Buyer shall have the right to object to any new matters appearing in an updated or revised Title Commitment or Survey within ten (10) days after Buyer's receipt of such New Encumbrances. Seller may, but shall have no obligation to cure, the New Encumbrances (except for any that constitute Required Curative Matters) within fifteen (15) days after receiving Buyer's objections to the New Encumbrances (the "New Encumbrances Cure Period"). Seller's failure to cure a Required Curative Matter shall be a Seller Default, which shall entitle Buyer to exercise its remedies under Section 7.1 hereof. If Seller is unwilling or unable to cure any New Encumbrances (other than the Required Curative Matters) within the New Encumbrances Cure Period, Buyer shall be entitled, as its sole and exclusive remedies, to either (i) waive any of Buyer's objections to the New Encumbrances, and elect to close the purchase and sale transaction with title to the Property being subject to the New Encumbrances, or (ii) to terminate this Contract by providing written notice of termination to Seller within five (5) days after the expiration of the New

Encumbrances Cure Period, in which event the Earnest Money then on deposit with this Title Company, less the Independent Consideration, shall be immediately refunded by the Title Company to Buyer, whereupon this Contract shall terminate and neither Seller nor Buyer shall have any further rights or liabilities hereunder, except those that expressly survive termination of this Contract.

- 5.5 **Title Policy.** At the Closing, Buyer, at Buyer's sole cost and expense, shall cause a standard Texas owner's policy of title insurance (the "Title Policy") to be furnished to Buyer. The Title Policy shall be issued by the Title Company in the amount of the Purchase Price and insuring the Buyer and indefeasible fee simple title to the Property. The Title Policy may contain only the Permitted Exceptions. Buyer shall be responsible for payment of the basic premium. Buyer shall be responsible for additional premium necessary to delete all portions of the survey exception except "shortages in area" and the premium charged to obtain any other coverages or endorsements. Buyer may, at Buyer's sole cost and expense add any additional title coverage it may elect.

ARTICLE VI

Closing

- 6.1 **Date of Closing.** The Closing Date shall be thirty (30) days after expiration of Inspection Period or such earlier date as is designated by Buyer and approved by the Title Company and Seller.
- 6.2 **Items to be Delivered at the Closing.**
- (a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense (except as herein expressly provided to the contrary), the following items:
 - (i) The Deed, duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;
 - (ii) An affidavit, in form acceptable to Buyer, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445;
 - (iii) An affidavit regarding debts and liens executed by or on behalf of Seller and dated as of the Closing Date;
 - (iv) Evidence reasonably acceptable to Buyer and Title Company, authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller;
 - (v) A binding commitment for the Owner Policy of Title Insurance issued by the Title Company;

- (vi) Any documents reasonably required by the Title Company to be executed at Closing.
- (b) **Buyer.** At the Closing, Buyer shall deliver to Seller:
 - (i) The Purchase Price;
 - (ii) Evidence reasonably acceptable to Seller and Title Company, authorizing the consummation by Buyer of the purchase and sale transaction contemplated hereby and the execution of delivery of the closing documents on behalf of the Buyer;
 - (iii) An executed counterpart to the Deed;
 - (iv) Any documents reasonably required by the Title Company to be executed at Closing.
- 6.3 **Prorations at Closing.** Property taxes shall be prorated as 11:59 p.m. on the Closing Date. To the extent the actual amounts of the aforementioned taxes are unavailable at the Closing Date, the closing statements shall be based on estimated amounts. All prorations shall be final at Closing.
- 6.4 **Possession after Closing.** Possession of the Property shall be delivered to Buyer by Seller at Closing.
- 6.5 **Costs of Closing.** Buyer shall pay all recording, transfer fees and taxes, or any other fees and taxes attributable to the transfer of title to the Property. The escrow fee of the Title Company shall be the responsibility of the Buyer. All other costs will be paid by Buyer. All Buyer or Seller professional, accounting, or legal fees incurred in connection with closing this transaction shall be borne by the party incurring same.
- 6.6 **Rollback Taxes.** Rollback Taxes, if assessed at or after Closing, shall be the responsibility of the Buyer. Rollback taxes assessed as the result of a change in land use or other action by the Seller prior to Closing shall be the responsibility of the Seller.

ARTICLE VII Defaults and Remedies

- 7.1 **Seller's Defaults; Buyer's Remedies.** If Seller defaults under this Contract, Buyer may, as Buyer's sole option and remedy, either: (1) terminate this Contract by written notice delivered to Seller on or before the Closing Date, whereupon the Earnest Money shall be returned to Buyer; or (2) enforce specific performance of this Contract against Seller. Notwithstanding the foregoing, if specific performance is not available as a result of Seller's gross negligence, willful misconduct, or fraud, including, but not limited to, the sale by Seller of the Property to a third party in violation of this Contract, the above limitation of remedies will not apply, and the Buyer will be entitled pursue any and all remedies available to Buyer at law or in equity. The remedies set forth in this Section 7.1

are cumulative and shall not affect Buyer's ability to exercise specific remedies that may be otherwise set forth in this Contract.

- 7.2 **Buyer's Default; Seller's Remedies.** If Buyer defaults under this Contract, Seller may, at Seller's sole option and remedy, terminate this Contract by written notice delivered to Buyer and retain or receive, as applicable, the Earnest Money as liquidated damages. The Earnest Money is agreed upon by and between Seller and Buyer as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies shall in any case be collectible, enforceable, or available to Seller against Buyer, and Seller shall accept the Earnest Money as Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled.

ARTICLE VIII **Brokerage Commissions**

Seller shall pay a commission to "Seller's Representative" via separate agreement between the Seller and Seller's Representative. Buyer is represented by legal counsel in lieu of a real estate broker. Seller authorizes the Title Company to pay Seller's Representative from the Seller's proceeds at Closing. No commission will be due and payable if this transaction fails to close and fund for any reason, including Seller's default. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not. At Closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible. Seller's Representative have executed this Contract solely for the purpose of acknowledging the provisions of this Article and are not parties to this Contract. The consent or signature of Seller's Representative will not be required for any amendment to this Contract (other than an amendment altering the amount or timing for payment of the commission) or the exercise by either Seller or Buyer of any termination right.

ARTICLE IX **Miscellaneous**

- 9.1 **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be given (unless otherwise specified herein), upon the earlier to occur of (a) actual receipt, (b) the deposit of both the original and the copy, as provided below, in a regularly maintained receptacle for the United States mail, certified, return receipt requested, postage prepaid, addressed as provided below, (c) delivery by electronic mail delivery system.

Seller:

John Sefcik
Grace Presbytery, Inc.
6100 Colwell, Suite 100
Irving, TX 75039
(214) 393-5611
kyle@gracepresbytery.org

With a copy to Seller's Attorney:

With a copy to Seller's Representative:
Foundry Commercial
Attention: Carlin Beekman
3500 Maple Avenue
Suite 250
Dallas, Texas 75219
407-437-2246
Carlin.beekman@foundrycommercial.com

Buyer:

Sanchez Charites, LLC and/or assigns
Attention: J. Martin Sanchez, CEO
210 Adriatica Parkway, Suite 200
McKinney, Texas 75072
469-424-5900
martin.sanchez@thesanchezgroup.biz

With a copy to Buyer's Attorney:

Canada Lewis & Associates, PLLC
Attention: Laura Lewis, Esq.
5550 Granite Parkway Suite 195
Plano, TX 75024
469-664-0022
llewis@CanadaLewis.com

- 9.2 **Governing Law.** This Contract is being executed and delivered and is intended to be performed in the State of Texas and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Contract, unless otherwise specified herein.
- 9.3 **Entirety and Amendments.** This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

9.4 **Parties Bound.** This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and assigns.

9.5 **Risk of Loss.** If there is material destruction to the Property prior to Closing, Buyer may, at its option, do any of the following:

- (a) Terminate this Contract within fifteen (15) days after receipt of Seller's notice of such casualty (or before Closing, if Seller's notice of such casualty is received less than fifteen (15) days prior to Closing) and withdraw from this transaction without cost, obligation, or liability whereupon the Earnest Money shall be returned to Buyer; or
- (b) Consummate this Contract and Seller shall assign to Buyer all rights to hazard insurance proceeds and will convey the Property in its damaged condition.

"Material destruction" shall mean a loss exceeding twenty percent (20%) of the current replacement cost of the improvements on the Property.

If Buyer does not terminate this Contract in accordance with Section 9.5(a), then it shall be presumed that Buyer has waived its right to terminate under this Section and shall proceed to Closing.

Seller shall have no obligation to repair or replace the Property if it is damaged by casualty prior to Closing.

9.6 **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract, and receive a full refund of the Earnest Money, if the condemnation would materially affect Buyer's intended use of the Property, in Buyer's reasonable discretion, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen (15) days before Closing). If Buyer does not terminate this Contract or fails to provide the notice of termination in a timely manner, (a) any award in condemnation will be assigned to Buyer, (b) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (c) no change in the Purchase Price will be made.

9.7 **Further Acts.** In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed, and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all further acts, deeds, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

9.8 **Survival.** All warranties and representations described in Section 4.1(a) through (e) of this Contract herein shall survive the Closing and funding hereof for a period of eighteen (18) months.

- 9.9 **Counterpart Execution.** This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.
- 9.10 **Time of the Essence.** Time is of the essence in the performance of all obligations and covenants of the parties described herein.
- 9.11 **Assignment.** Buyer shall have the right and power to assign its rights under this Contract.. Assignment of this Contract shall be only for the purposes of legal structure to a not for profit entity.. Buyer shall not have the right to assign this Contract to an entity or entities for any profit making purpose or for general dispensation.
- 9.12 **Attorney's Fees.** If either party retains an attorney to enforce this Contract, the prevailing party is entitled to recover reasonable attorney's fees and expenses.
- 9.13 **Good Faith.** Buyer and Seller agree to deal in good faith with each other and to take all action necessary and reasonably required for the legal transfer of title to the Property as contemplated herein. Seller represents and warrants that all documents and materials delivered to Buyer pursuant to this Contract are true, complete and correct in all material respects and shall be true at Closing, however, notwithstanding the foregoing, Seller makes no representation or warranty with regard to documents created by third-parties. Seller will inform Buyer of any changes and/or discrepancies in the information set forth in such documents and materials described in this paragraph, provided Seller has actual knowledge thereof, but without the duty of investigation or inquiry.
- 9.14 **Business Day.** If any date herein specified for the performance of any obligations by Seller or Buyer or for the delivery of any item, instrument or notice or the expiration of any time period should be on a day other than a Business Day, then any such date shall be postponed and extended to the following Business Day. As used herein, "Business Day" means any day other than a Saturday, Sunday, or a state or federal holiday for which national banks or post offices are generally closed in the State of Texas.
- 9.15 **RESERVED**
- 9.16 **Land Development Cooperation.** If necessary, Seller shall, in accordance with Section 2.2, at no expense to Seller, reasonably cooperate with Buyer's efforts to submit applications for development approvals by executing necessary and typical development related documents, applications, and submittals. Buyer shall share all land planning and proposed development intents with the Seller. Notwithstanding anything to the contrary herein, Buyer shall not obtain any final development approvals prior to Closing.
- 9.17 **RESERVED**
- 9.18 **No Recording.** Buyer may not file this Contract or any memorandum or any notice of this Contract in the real property records of any county. If, however, Buyer records this Contract, or a memorandum or notice, Seller may, without any action, requirement or approval of Buyer, terminate this Contract and record a Notice of Termination.

9.19 **E-Sign.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page. Each party hereto, and their respective successors and assigns, shall be authorized to rely upon the signatures of all of the parties hereto which are delivered by facsimile, email or other electronic means (e.g. DocuSign) as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures. Seller and Buyer (a) intend to be bound by the signatures (whether original or electronic) on any document sent or delivered by electronic mail or other electronic means, (b) are aware that the other party will rely on such signatures and acknowledgements, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature and acknowledgement. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Executed effective the last date written below.

SELLER:
GRACE PRESBYTERY, INC.

By: John Sefcik
John Sefcik

Date: 5/2/2025

BUYER:
Sanchez Charities, LLC and/or assigns

By: J. Martin Sanchez, CEO

Date: 5-12-2025

ACKNOWLEDGEMENT BY BROKERS

The undersigned, collectively referred to in this Contract as the Seller's Representative, acknowledge and agree to the provisions of Article VIII. Seller's Representative disclaims that it is a party to the Contract. Seller's Representative executes the Contract solely as an acknowledgement of an agreement to the commission stipulated in Article VIII.

SELLER'S REPRESENTATIVES:

XXXXXXXXXXXXX

a Texas limited liability company

By: _____

Date: _____

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line.

EXHIBIT "H"

EXHIBIT "B"
FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THAT, _____, a _____ ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Grantor by, _____, a _____, having an address at _____, _____ County, _____ ("Grantee"), has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain land (the "Land") situated in Collin County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes, together with (a) any improvements situated thereon, and (b) any and all rights and appurtenances, rights of way, easements, zoning, land entitlements, and rights of reversion thereto belonging or pertaining thereto (the Land, improvements, appurtenances and all of the foregoing set forth in clauses (a) and (b) are hereinafter collectively referred to as the "Property").

This conveyance and the warranties of title contained herein are expressly made subject only to those certain encumbrances, easements and other matters more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions"), but only to the extent that such Permitted Exceptions are valid, subsisting and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property (subject to the foregoing) unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES DESCRIBED IN SECTION 4.1 IN THE CONTRACT OF SALE BETWEEN GRANTOR AS "SELLER" AND GRANTEE AS "BUYER" DATED EFFECTIVE THE ____ DAY OF _____, 20__, GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR

OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. GRANTEE FURTHER UNEQUIVOCALLY DISCLAIMS ANY RELIANCE BY GRANTEE ON ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED). GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND GRANTEE CONFIRMS THAT GRANTEE IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. GRANTEE UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE. GRANTEE ACKNOWLEDGES IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION.

Ad valorem taxes relating to the Property have been prorated between Grantor and Grantee as of the date hereof. Grantee, by its acceptance of this Special Warranty Deed, assumes payment of all such ad valorem taxes for the 20__ calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property.

EXECUTED to be effective as of the ____ day of _____, 20__.

GRANTOR:

a _____

By: _____
Name: _____
Title: _____



STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

Before me on this day personally appeared _____, _____ of _____, 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, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

SEAL

Notary Public in and for the State of Texas

AGREED AND ACCEPTED BY GRANTEE:

a _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

Before me on this day personally appeared _____, _____ of _____, 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, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

SEAL

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

CONTRACT OF SALE

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