



## AGENDA

### PLANNING AND ZONING AUGUST 27, 2020 @ 7:00 P.M.

Notice is hereby given; the Planning and Zoning Commission for the City of Parker will hold a Regular Meeting on Thursday, August 27, 2020 at 7:00 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

#### CALL TO ORDER – Roll Call and Determination of a Quorum

#### PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: I pledge allegiance to the flag of the United States of America; and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all.

TEXAS PLEDGE: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

**PUBLIC COMMENTS** The Commission invites any person with business before the Commission to speak. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

#### INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES PHASE 2 FINAL PLAT. [MACHADO]

#### ROUTINE ITEMS

2. FUTURE AGENDA ITEMS
3. ADJOURN

In addition to any specifically identified Executive Sessions, the Planning and Zoning Commission may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Commission elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on or before August 21, 2020 by 5:00 p.m. at the Parker City Hall.

\_\_\_\_\_  
Date Notice Removed

\_\_\_\_\_  
Patti Scott Grey, City Secretary

The Parker City Hall is Wheelchair accessible. Sign interpretations or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972-442-6811.



## Agenda Item

Item 1  
C'Sec Use Only

Budget Account Code:	Meeting Date: August 27, 2020
Budgeted Amount:	Department/ Requestor: P&Z Commission
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for Public Works Director Gary Machado
Estimated Cost:	Date Prepared: August 20, 2020
Exhibits:	1. John W. Birkhoff, P.E. letter, dated August 19, 2020 2. Development Manager Preston Walhood response, dated August 18, 2020 3. Development Application with additional backup 4. Final Plat

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES PHASE 2 FINAL PLAT.

### SUMMARY

Please review the information provided for Whitestone Estates Phase 2 Final Plat, 75.806 Acres, 37 Residential Lots.

### POSSIBLE ACTION

Planning and Zoning (P&Z) Commission may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
ACA/CS:	<i>Patti Scott Grey</i>	Date:	08/20/2020
City Attorney:		Date:	
Public Works Director:	<i>Gary Machado</i>	Date:	08/21/2020



**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.  
CRAIG M. KERKHOFF, P.E.

August 19, 2020

Mr. Gary Machado  
City of Parker  
5700 E. Parker Rd.  
Parker, Texas 75002

Re: Whitestone Estates Phase 2

Dear Mr. Machado:

We attended the City's follow up walk thru of the completed Whitestone Phase 2 development on August 19th. We address the remaining items of work below:

1. The plans called for the detention pond to be completed prior to any paving taking place. The detention pond is now complete, and vegetation was in process of being established by evidence of curlex adjacent to the pilot channel. It was agreed in the field that the developer will continue to work to establish vegetation with a reseeded when the heat lifts. The seed will need to be placed, throughout the detention pond, at the beginning of October and be a NCTGOG Item 202.6 Type II mix (Rye Grass 100 pounds per acre combined with unhulled Bermuda seed 20 pounds per acre). Seed shall be disturbed in accordance with NCTCOG item 202.6.4 and watered in accordance with NCTCOG Item 202.6.4.6. The contractor will need to submit to the city the seed mix being purchased, method to distribute seed and schedule to water the seed prior to execution of the work.
2. The developer is replacing grouted rip rap with formed concrete rip rap that will take 15 working days to complete with work commencing on August 22, 2020. The developer is submitting a security check to the city in the amount of \$69,660.00 for this work to be completed during the approval of the final plat.

We are available at your convenience to discuss any question you may have.

Sincerely,

John W. Birkhoff, P.E.

## DONIHOO FARMS LTD.

August 18, 2020

City of Parker  
c/o Gary Machado  
5700 Parker Rd  
Parker, Texas 75002

City of Parker  
Luke Olsen  
5700 Parker Rd  
Parker, Texas, 75002

Ref: Whitestone Estates Phase 2 – Surety Deposit

Dear Mr. Machado & Mr. Olsen:

As discussed in our meeting on August 12, 2020, the developer of Whitestone Estates – Phase 2, Donihoo Farms, has agreed to place a surety deposit with the City of Parker for the outstanding construction item within Phase 2, replacement of rock riprap with concrete aprons, as shown on the attached exhibit, in order to proceed with City approval and filing of the Final Plat.

These concrete riprap/aprons shall be reconstructed in accordance with the detail approved by the City on August 12, 2020, approval attached.

Design Engineer, Ryan King, P.E., has outlined this scope of work to complete these aprons, provided an exhibit and engineer's opinion of probable cost in the letter dated August 18, 2020, attached. Mr. King estimates this work to cost \$58,050. Donihoo Farms, Ltd, shall place a surety of 120% of this amount, (\$58,050 x 120% = \$69,660). Check #1449 in the amount of \$69,660.00 is enclosed. It is our understanding upon completion of this item the surety amount will be reimbursed to Donihoo Farms, Ltd.

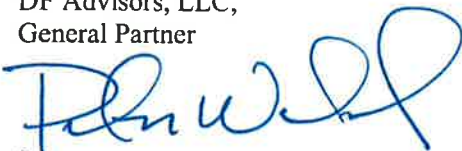
All other punch list items outlined by John Birkhoff, P.E. in the letter dated July 6, 2020 have been resolved.

The Final Plat application & fee and City Inspection Fee were delivered to the City in June, 2020. We request the Final Plat be placed on the P&Z Agenda on Thursday, August 27, 2020.

If you have any questions please give me a call.

Sincerely,

DF Advisors, LLC,  
General Partner



Preston Walhood  
Development Manager

enclosures

CC: Stephen Sallman – Donihoo Farms, Ltd  
Ryan King, P.E. – Engineering Concepts & Design

4040 N Central Expressway, Suite 850, Dallas, Texas 75204  
(214) 368-0238:Office (214) 368-0812:Fax

**DONIHOO FARMS, LTD.**  
4925 GREENVILLE AVE  
SUITE #1020  
DALLAS, TX 75206  
PH. (214)368-0238

FROST  
www.frostbank.com

1449

30-9/1140  
96  
8641574 400007

August 18, 2020

PAY TO THE  
ORDER OF City of Parker

\$69,660.00

Sixty Nine Thousand Six Hundred Sixty and no/100-----DOLLARS

MEMO Surety Deposit - Whitestone Phase 2

**DONIHOO FARMS, LTD.**

1449

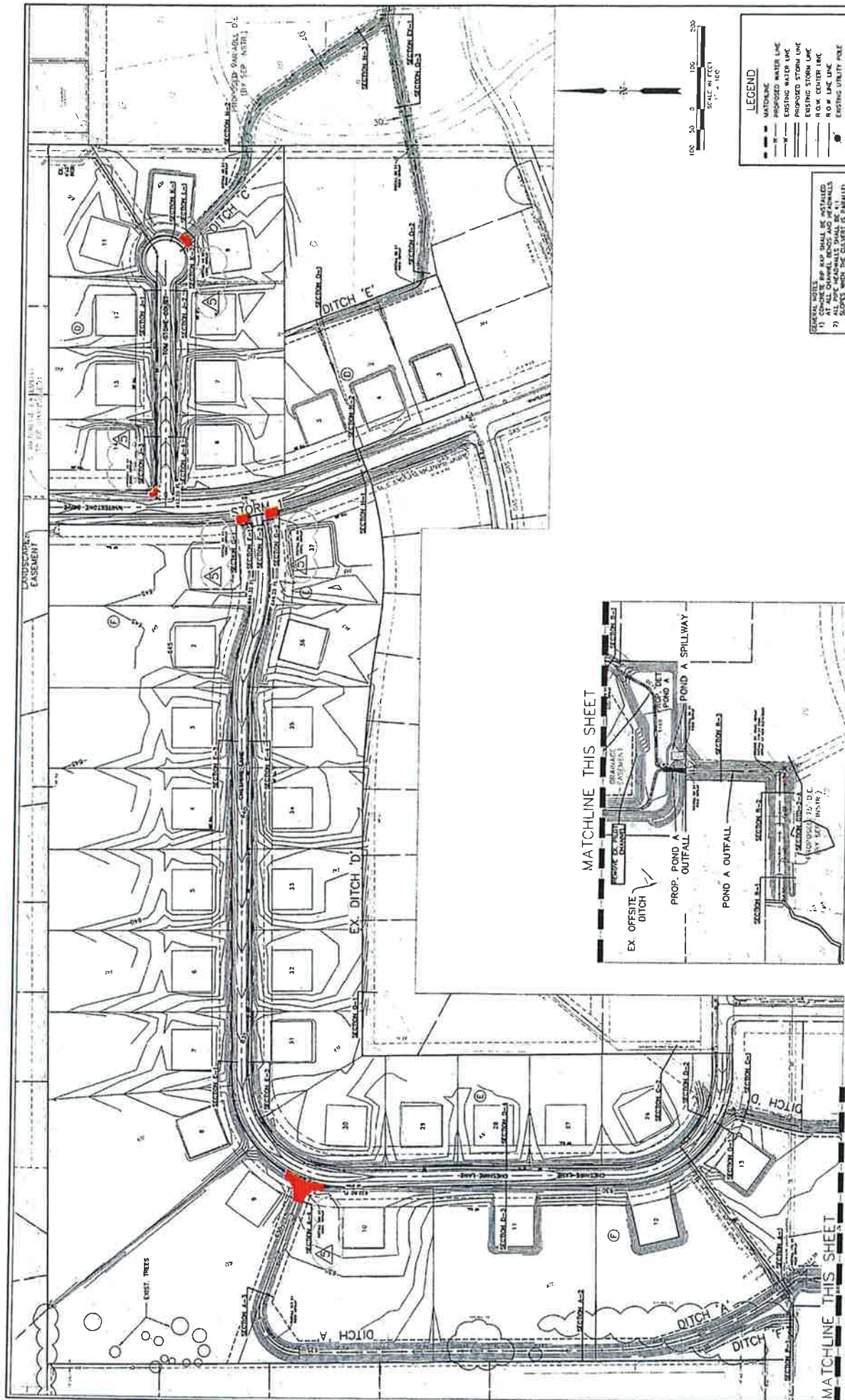
Surety Deposit - Whitestone Phase 2

\$69,660.00

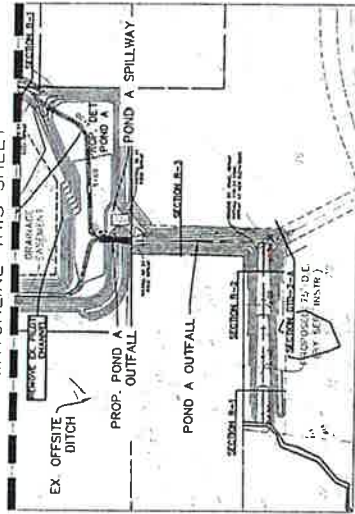
Details on Back

Photo Safe Deposit





MATCHLINE THIS SHEET



REMARKS:  
1) CONCRETE PIPES SHALL BE INSTALLED AT ALL CHANNEL BENDS AND PERSONNEL SLOPES WHEN THE COLLECTOR IS SMALLER TO THE ROADWAY (TYPE 'C' SAFETY)

- LEGEND**
- WATERLINE
  - PROPOSED WATER LINE
  - EXISTING WATER LINE
  - PROPOSED STORM LINE
  - EXISTING STORM LINE
  - R.O.W. CENTER LINE
  - EXISTING UTILITY POLE
  - EXISTING OVERHEAD UTILITY

**STORM PLAN OVERALL**  
**CONCRETE RIP RAP LOCATION EXHIBIT**  
**WHITESTONE ESTATES PHASE 2**  
 CITY OF PARKER, COLLIN COUNTY, TEXAS

SHEET 16 OF 32

**ENGINEERINGCONCEPTS**  
 & DESIGN, L.P.  
 ENGINEERING / PROJECT MANAGEMENT /  
 CONSTRUCTION SERVICES - FIRM REG. #7-00115  
 10000 W. PARKWAY, SUITE 200, WYOMING, NE 68063  
 402-333-1100 FAX 402-333-1101  
 972-261-1100 FAX 972-261-1101

**CAUTION: EXISTING UTILITIES**  
 CONTRACTOR ADVISES FOR EXISTING UTILITY LOCATION. EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL EXISTING UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.



## MAINTENANCE BOND

Bond #: **022227640**

KNOW ALL MEN BY THESE PRESENTS, that we,  
C.W. Young Construction, L.P.

as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto  
City of Parker

(hereinafter called the Obligee), in the penal sum of Five Hundred Forty-nine Thousand Four Hundred Fifty Dollars  
And Zero Cents ( \$549,450.00 )

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: 6/10/2020

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for Whitestone Estates, Ph. 2  
- Water, Sewer, & Storm Improvements

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a  
period of 24 months from and after the date of the completion of the contract indemnify the  
Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may  
be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and  
effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the  
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its  
home office in the city of Boston, Massachusetts, promptly and in any event  
within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit or  
action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from  
the end of the maintenance period as herein set forth.

C.W. Young Construction, L.P.

(Principal)

Liberty Mutual Insurance Company

By:

By:

Brenna Morgan-McGee  
(Attorney-in-Fact) Brenna Morgan-McGee



Seal No. 5244



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202677 - 000007**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bryant Ahmed, Sandy Argueta, Bill Ballinger, Paul W. Bower, Samantha Cantu-Crouch, Kevin Claborn, Andrew P. Clark, Colin E. Conly, Aaron T. DeRoss, Rachel Duncan, LaCasha Grimes, Crystal A. Gutierrez, Richard S. Maxey, M. Ross McCormick, Andrew Miner, David W. Morgan, Brenna Morgan-McGee, Jennifer Palmer, Diana Perez, Tomi J. Pope, Candace Reynolds, Mark Rozewicz, Brian A. Smith, Taylor Stonebarger, Hilaria Tijerina, Todd Tschantz, Rossland Weatherall, Alisha Weis all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of December, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 11th day of June, 2020.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance  
Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

# Contractor's Bills Paid Affidavit

THE STATE OF TEXAS \*

\*

COUNTY OF TARRANT \*

BEFORE ME, the undersigned authority, on this day personally appeared Joe Winchester, who, upon oath deposed and stated as follows:

“THAT I am the Operations Manager of C.W. Young Construction Management LLC, General Partner of C.W. Young Construction, L.P. (the “Undersigned”).

“THAT all suppliers and/or subcontractors have been paid in full in consideration of the project known as Whitestone Estates, Ph. 2.

EXECUTED on this 30<sup>th</sup> day of June, 2020.

CONTRACTOR:

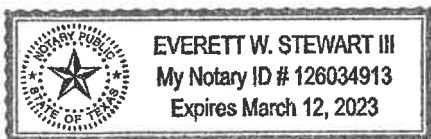
C.W. Young Construction Management, L.P

By: 

Name: Joe Winchester

Title: Operations Manager

SUBSCRIBED AND SWORN TO before me on this 30<sup>th</sup> day of June, 2020 by Joe Winchester.



  
Notary Public in and for the State of Texas

Date

June 10, 2020

Inv. #

1924c

To

Donihoo Farms, LTD.

Attn: Stephen Sallman

4925 Greenville Ave., Ste. 1020

Dallas, TX 75206

## Whitestone Estates, Ph. 2

210 S. 6th Ave.

Mansfield, TX 76063

(817) 477-1414



Item #	Description	Unit	Contract Quantity	Percent Complete	Monthly Quantity	Total		Contract Unit Price	Total Contract Amount	Current Monthly Amount	Total Amount of Work Completed
						Quantity	Completed				
<b><u>WATER</u></b>											
	8" Water Pipe	If	4,687.	100%		4,687.		25.92	121,487.04	0.00	121,487.04
	8" Gate Valve	ea	9.	100%		9.		1,209.00	10,881.00	0.00	10,881.00
	Cast Iron Fittings	ton	3.	100%		3.		5,669.69	17,009.07	0.00	17,009.07
	Fire Hydrant Assembly	ea	10.	100%		10.		4,090.95	40,909.50	0.00	40,909.50
	1" Water Services	ea	37.	100%		37.		810.00	29,970.00	0.00	29,970.00
	Pressure Test & Disinfection	If	4,687.	100%		4,687.		0.60	2,812.20	0.00	2,812.20
	Trench Safety	If	4,687.	100%		4,687.		0.25	1,171.75	0.00	1,171.75
	Cut Tee into Ex. Waterline	ea	1.	100%		1.		3,827.05	3,827.05	0.00	3,827.05
	Plug Ex. 6" Waterline	ea	2.	100%		2.		101.31	202.62	0.00	202.62
	Remove Ex. 6" Waterline	If	714.	100%		714.		7.00	4,998.00	0.00	4,998.00
	Connect to Ex. Waterline	ea	3.	100%		3.		500.00	1,500.00	0.00	1,500.00
<b>TOTAL: WATER</b>									<b>\$ 234,768.23</b>	<b>\$ -</b>	<b>\$ 234,768.23</b>

**STORM DRAINAGE**

	21" RCP Class III	If	58.	100%		58.		60.50	3,509.00	0.00	3,509.00
	2-30" RCP Class III	If	46.	100%		46.		167.70	7,714.20	0.00	7,714.20
	21" Type C Headwall	ea	2.	100%		2.		2,640.00	5,280.00	0.00	5,280.00
	2-30" Type C Headwalls	ea	2.	100%		2.		5,720.00	11,440.00	0.00	11,440.00
	18" Thick Rock Rip Rap	sy	2,522.	100%		2,522.		65.00	163,930.00	0.00	163,930.00
	Detention Pilot Channel V Section	If	711.	100%		711.		86.00	61,146.00	0.00	61,146.00
	6'x6"x3600 psi Concrete	If	30.	100%		30.		40.00	1,200.00	0.00	1,200.00
	Remove 2-36" RCP	ea	2.	100%		2.		300.00	600.00	0.00	600.00
	Remove 2-36" Headwall	sy	74.	100%		74.		10.00	740.00	0.00	740.00
	Remove Rock Rip Rap	sy	105.	100%		105.		10.00	1,050.00	0.00	1,050.00
	Remove Concrete Pilot Channel	If	104.	100%		104.		0.25	26.00	0.00	26.00
<b>TOTAL: STORM DRAINAGE</b>									<b>\$ 256,635.20</b>	<b>\$ -</b>	<b>\$ 256,635.20</b>

Date

June 10, 2020

Inv. #

1924c

To

Donihoo Farms, LTD.

Attn: Stephen Sallman

4925 Greenville Ave., Ste. 1020

Dallas, TX 75206

## Whitestone Estates, Ph. 2



210 S. 6th Ave.

Mansfield, TX 76063

(817) 477-1414

Item #	Description	Unit	Contract Quantity	Percent Complete	Monthly Quantity	Total Quantity Completed	Contract Unit Price	Total Contract Amount	Current Monthly Amount	Total Amount of Work Completed
<b><u>STORM PH. 1 PARK</u></b>										
	18" RCP Class III	If	12.	100%		12.	56.65	679.80	0.00	679.80
	30" RCP Class III	If	570.	100%		570.	84.85	48,364.50	0.00	48,364.50
	6'x4' Junction Box	ea	1.	100%		1.	7,600.00	7,600.00	0.00	7,600.00
	8'x4' Junction Box	ea	1.	100%		1.	8,700.00	8,700.00	0.00	8,700.00
	18" Headwall	ea	1.	100%		1.	2,530.00	2,530.00	0.00	2,530.00
	30" Headwall	ea	1.	100%		1.	2,860.00	2,860.00	0.00	2,860.00
	18" Thick Rock Rip Rap	sy	20.	100%		20.	87.00	1,740.00	0.00	1,740.00
	Trench Safety	If	582.	100%		582.	0.25	145.50	0.00	145.50
<b>TOTAL: STORM PH. 1 PARK</b>								<b>\$ 72,619.80</b>	<b>\$ -</b>	<b>\$ 72,619.80</b>

**MISCELLANEOUS**

2 yr. 100 % Maintenance Bond	LS	1.	100%			1.	0.00	0.00	0.00	0.00
<b>TOTAL: MISCELLANEOUS</b>								<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>TOTAL CONTRACT:</b>								<b>\$ 564,023.23</b>	<b>\$ -</b>	<b>\$ 564,023.23</b>
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**CHANGE ORDERS**

18" Thick Dry Rock Rip Rap	sy	108.	100%			108.	65.00	7,020.00	0.00	7,020.00
<b>STORM PH. 1 PARK</b>										
18" RCP Class III	If	-12.	100%			-12.	56.65	-679.80	0.00	-679.80
30" RCP Class III	If	-70.	100%			-70.	84.85	-5,939.50	0.00	-5,939.50
6'x4' Junction Box	ea	-1.	100%			-1.	7,600.00	-7,600.00	0.00	-7,600.00
8'x4' Junction Box	ea	-1.	100%			-1.	8,700.00	-8,700.00	0.00	-8,700.00
18" Headwall	ea	-1.	100%			-1.	2,530.00	-2,530.00	0.00	-2,530.00
30" Headwall	ea	-1.	100%			-1.	2,860.00	-2,860.00	0.00	-2,860.00
18" Thick Rock Rip Rap	sy	-20.	100%			-20.	87.00	-1,740.00	0.00	-1,740.00

Date June 10, 2020

Inv. # 1924c

To Donihoo Farms, LTD.  
Attn: Stephen Saliman  
4925 Greenville Ave., Ste. 1020  
Dallas, TX 75206

## Whitestone Estates, Ph. 2



210 S. 6th Ave.  
Mansfield, TX 76063  
(817) 477-1414

Item #	Description	Unit	Contract Quantity	Percent Complete	Monthly Quantity	Total		Contract Unit Price	Total Contract Amount	Current Monthly Amount	Total Amount of Work Completed
						Quantity Completed	Quantity Completed				
	Trench Safety	If	-82.	100%		-82.		0.25	-20.50	0.00	-20.50
	30" Type C Headwall	ea	2.	100%		2.		2,860.00	5,720.00	0.00	5,720.00
	3' Pilot Channel / 4" Thick / No Curb	If	36.	100%		36.		43.00	1,548.00	0.00	1,548.00
	8" Gate Valve Added as required per	EA	1.	100%		1.		1,209.00	1,209.00	0.00	1,209.00
TOTAL: <b>CHANGE ORDERS</b>									\$ (14,572.80)	\$ -	\$ (14,572.80)

REVISED CONTRACT :

\$ 549,450.43 \$ - \$ 549,450.43





**DEVELOPMENT APPLICATION**  
**City of Parker, Texas**

**RECEIVED**  
**June 12, 2020**  
**by CITY SECRETARY**  
**CITY OF PARKER**

**Proposed Name of Subdivision:** Whitestone Estates Phase 2

**Plat Approval Requested**

**Filing Fee**

**Filing Fee**

- ☐ Preliminary Plat      \$800.00 + \$30/acre  
☐ Site Plan      \$300.00 + \$25/acre  
☐ Replat/Amended      \$500.00 plus \$15/lot

- ☒ Final Plat      \$800.00 + \$30/acre  
☐ Minor Plat (5 acres or less)      \$500.00 + \$100/lot  
☐ Development Plat      \$300.00 + \$30/acre

**Physical Location of Property:**

**North 400' of Kingston Court along Whitestone Drive (1,500' North of Parker Road and Whitestone Drive)**

Brief Legal description of Property (must attach accurate metes and bound description to application):

Thomas Estes Survey, Abstract No. 298 – Addition to Whitestone Estates  
(Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 75.803 Existing # of Lots/Tracts: 37 Lots Existing ORD. 726 (4/21/2015)  
If a PD, include the Ordinance with application)

**Property Owner's Name:** Donihoo Farms, LTD.

**Phone Number:** 214-368-0238

**Applicant/Contact Person:** Stephen L. Sallman

**Title:** Manager

**Company Name:** Donihoo Farms, LTD.

**Street/Mailing Address:** 4040 N Central Expressway, Suite 850 City: Dallas State: Texas Zip: 75204

**Phone:** 214-368-0238 **Fax:** 214-368-0812 **Email Address:** ssallman@warnergroupp.com

**Engineering Company:** Engineering Concepts and Design, L.P.

**Contact Person:** Ryan C. King, P.E.

**Title:** Project Manager

**Street/Mailing Address:** 201 Windco Circle, Suite 200 City: Wylie State: Texas Zip: 75098

**Phone:** 972-941-8400 **Fax:** 972-941-8401 **Email Address:** Ryan@ECDLP.com

**\*\* READ BEFORE SIGNING BELOW:** If there is more than one property owner, complete a separate sheet with the same wording as below. The City requires all Original Signatures. If applicant is other than the property owner, a "Power of Attorney" with original, notarized signatures is required.

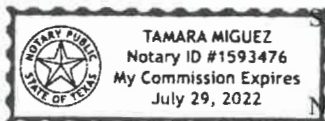
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, a Notary Public, on this day personally appeared Stephen L. Sallman, Manager of Donihoo Farms, Ltd. the undersigned applicant, who, under oath, stated the following "I hereby certify that I am the owner, or duly authorized agent of the owner, (Proof must be attached, e.g. "Power of Attorney") for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

Stephen L. Sallman, Mgr.  
Owner

SUBSCRIBED AND SWORN TO before me, this the 28th day of May, 2020.



Notary Public in and for the State of Texas: Tamara Miguez

Over

**SUBMITTAL DEADLINES:** Twenty eight (28) days prior to the Planning and Zoning Commission Meeting Date. Planning and Zoning Commission meets the second and fourth Thursday of each month.

**SUBMISSIONS.** Failure to submit all materials (including three sets of bound engineering plans) to the City with this application will result in delays scheduling the agenda date. Submit twelve (12) FOLDED to 8 ½" X 11" copies of 24" X 36" prints [1"=100' scale] + electronic version in .jpeg, .tiff, or .pdf format. Applicant is to submit a complete copy of this application and drawings to the City Engineer

**ALL APPLICATIONS MUST BE COMPLETE BEFORE THEY WILL BE PLACED ON A CITY AGENDA.** It is the applicant's responsibility to be familiar with and to comply with, all City submittal requirements in the Zoning and Subdivision Ordinance ([www.parkertexas.us](http://www.parkertexas.us)), and any separate submittal policies, requirements and/or checklists that may be obtained from City staff)

**NOTICE OF PUBLIC RECORDS:** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e. copy) such documents.

**SUBMITTAL FEES:** All fees are due and payable at the time of application, except inspection, engineering and legal fees, which are due at the time of pre-Construction meeting with the City. No construction shall take place prior to the pre-construction meeting and submission of certified construction cost bid(s) by the contractor(s) and Owner. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

***City Contact Information:***

**Public Workers Superintendent  
City of Parker, Texas  
5700 E. Parker Road \* Parker, Texas 75002  
Phone 972-442-6811 \* Fax 972-442-2894 \* [www.parkertexas.us](http://www.parkertexas.us)**

OFFICE USE ONLY This submittal meets the City of Parker's requirements per City ordinances for processing.

Signature \_\_\_\_\_

Title \_\_\_\_\_

**OFFICIAL SUBMISSION DATE**

Fees Paid \_\_\$\_\_\_\_\_ Check # \_\_\_\_\_ From : \_\_\_\_\_

P&Z Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_ CC Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Staff Comments forwarded to applicant on: \_\_\_\_\_ Revisions Due no later than: \_\_\_\_\_

Plans routed for review on \_\_\_\_\_, to: ☐ Public Works Director

☐ City Engineer

☐ Building Official

☐ Fire Department

Public Hearing Required: ☐ Yes ☐ No

Paper Notice \_\_\_\_\_ (date)

Written Notice \_\_\_\_\_ (date)

City of Parker \* 5700 E. Parker Road, Parker, Texas 75002 972-442-6811 Fax 972-442-2894 [www.parkertexas.us](http://www.parkertexas.us)

**DONIHOO FARMS, LTD**  
4040 N Central Expressway, Suite 850  
Dallas, Texas 75204  
(214) 368-0238: Office

June 1, 2020

Mr. Gary Machado  
City of Parker  
5700 East Parker Road  
Parker, Texas 75002

Ref: Final Plat Filing – Whitestone Estates Phase 2

Dear Gary:

Attached is our Development Application for approval of the Final Plat for Whitestone Estates Phase 2.

Please note that the Application Fees are attached and have been calculated below.

<i>Base Fee</i>	<i>\$800</i>
<i>\$30/Acre x 76 Acres =</i>	<i><u>\$2,280</u></i>
<i>Application Fee</i>	<i><b>\$3,080</b></i>

We request that the Final plat be placed on the P & Z Agenda at the first meeting in June. Owner has requested that Final Plat be filed prior to 100% completion of the public improvements and agrees to provide a surety in the amount of 120% of the estimated costs of the outstanding work.

Our engineer will provide a detailed estimate of the cost of the remaining work for your review along with the required drawings, prior to the City Council meeting. We will provide a Letter of Credit in the amount required.

Please contact me if you have any questions or additional concerns.

Sincerely,



Stephen L. Sallman  
Manager

**DONIHOO FARMS, LTD.**  
4925 GREENVILLE AVE  
SUITE #1020  
DALLAS, TX 75206  
PH. (214)368-0238

**FROST**  
www.frostbank.com

1401

30-9/1140

CHECK NUMBER  
96

6/19/2020

PAY TO THE  
ORDER OF City of Parker

\$ \*\*3,080.00

Three Thousand Eighty and 00/100\*\*\*\*\*

DOLLARS

City of Parker  
5700 E. Parker Road  
Parker, Texas 75002

MEMO

Final Plat App Fee

**DONIHOO FARMS, LTD.**

1401

City of Parker  
CONST DRAW-PH 2

6/19/2020

Final Plat App Fee  
(76 Ac x \$30/Ac +\$800)  
Invoice #052820

3,080.00

DonFarms-Const (Fro Final Plat App Fee

3,080.00





## **SUBMITTAL REQUIREMENTS:**

Failure to submit all materials to the City with complete application will result in delays scheduling the agenda date.

- ☐ Five (5) FOLDED copies of drawing(s) 24" X 36" [1"=100' scale]
- ☐ Twelve (12) FOLDED 11 X 17
- ☐ Three (3) Complete Engineering Plans (Record Drawings)
- ☒ ~~Three (3) General Tree Survey~~
- ☐ Property Metes and Bounds on 8 ½ X 11 Sheet
- ☐ Proof of Ownership (Warranty Deed or Tax Certificate)
- ☐ Power of Attorney

The face of the plat shall show the following:

- ☐ Date of preparation
- ☐ Scale of plat
- ☐ North arrow
- ☐ Name and address of:
  - o Applicant
  - o Engineer or Surveyor responsible for preparation of plat
- ☐ Survey and abstract with tract designation
- ☐ Location of major and/or secondary thoroughfares located with or adjacent to the property.
- ☐ Location of existing or platted streets within and adjacent to the existing property
- ☐ Location of existing right-of-ways, utility and/or drainage easements.
- ☐ Vicinity map showing location of tracts by reference to existing streets or highways.
- ☐ Subdivision boundary lines, indicated by heavy lines, and the computed acreage of the subdivision. The subdivision boundary shall be construed to include the part of adjacent boundary streets which were previously established by dedication or purchase from the tract being subdivided.
- ☐ Legal description of the property to be subdivided, and metes and bounds description of the subdivision perimeter.
- ☐ Primary control points or descriptions, and ties to such control points to which all dimensions, angels, bearings, block numbers and similar data shall be referred.
- ☐ Names of the owners of contiguous parcels of un-subdivided land, and names of contiguous subdivisions and the County Recorder's book and page number thereof, and the lot patterns of these subdivisions.
- ☐ Location of the city limits lines, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, or form part of the boundary of the subdivision, or are contiguous to such boundary.
- ☐ If there is no adjacent subdivision, a map on a small scale shall be included with the preliminary plan, and oriented the same way, to show the nearest subdivision in each direction; it shall show how the streets, alleys, or highways in the subdivision submitted may connect with those in the nearest subdivision, if situated within two thousand (2,000) feet of the proposed subdivision.
- ☐ All other data required by the Zoning and Subdivision Ordinances, available for view at [www.parkertexas.us](http://www.parkertexas.us).

**SPECIAL WARRANTY DEED  
with Vendor's Lien**

15/ITC/1424445 A-COM/CCT

**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.**

STATE OF TEXAS

§

COUNTY OF COLLIN

§

Date: June 25, 2015

Grantor: Travis Parker Associates, Ltd.,  
a Texas limited partnership

Grantor's Address: 3801 North Capital of Texas Highway  
Suite E-240-206  
Austin, Texas 78746-1482

Grantee: Donihoo Farms, Ltd.,  
a Texas limited partnership

Grantee's Address: 4925 Greenville Avenue, Suite 1020  
Dallas, Texas 75206

Lender: Frost Bank

Lender's Address: P.O. Box 1600  
San Antonio, Texas 78296

Consideration: TEN DOLLARS (\$10.00) cash and other good and valuable consideration, together with the further consideration of the execution and delivery by Grantee of the Note to Lender, further identified below.

Real Property  
(including any improvements)  
[the "Property" herein]:

All that certain tract or parcel of land being 150.38 acres, more or less, lying and being situated in the City of Parker, Collin County, Texas, a part of the THOMAS ESTES SURVEY, ABSTRACT No. 298, and being and including all that same land conveyed to Parker Estates Associates as evidenced by a deed recorded in Volume 1901, Page 930, of the Collin County Land Records, said tract or parcel of land is described in Exhibit "A" attached hereto.

Reservations From Conveyance & Warranty:

None.

Exceptions to Conveyance & Warranty:

Post-Closing Agreement between Grantor and Grantee, dated of even date herewith, as evidenced by Memorandum of Post-Closing Agreement between Grantor and Grantee recorded in the Collin County Land Records in Collin County, Texas. The Post-Closing Agreement is expressly superior to (a) the Vendor's Lien reserved herein, and (ii) any lien or encumbrance that Grantee may grant on the Property.

Grantee is taking the Property "AS-IS" with any and all latent and patent defects. There is no warranty by Grantor that the Property is fit for a particular purpose. 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 (i) the existence of any duty to disclose on the part of Grantor or any of its agents, employees, or representatives and (ii) any reliance by Grantee on the silence or any alleged non-disclosure 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 the conveyance section below). Grantee expressly acknowledges 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 provision was freely negotiated and played an important part in the bargaining process for the Property. 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 by acceptance of this deed, 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.

In addition, this conveyance is subject to those matters set forth on Exhibit "B" attached hereto and incorporated herein.

Vendor's Lien:

It is expressly agreed that a VENDOR'S LIEN in the amount of the "Purchase Price" plus the "Tract & Lot Bonus" (each as defined in that certain Agreement of Purchase and Sale between Grantor, as seller, and Grantee, as buyer, dated effective as of October 16, 2014, as amended) (the "Vendor's Lien"), as well as the superior title in and to the Property, is retained against the Property, premises, and improvements until the below-described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

Assignment of Vendor's Lien (3rd-Party Lender Financing):

Lender, at the instance and request of Grantee, advanced and paid in cash to Grantor that portion of the purchase price of the Property as is evidenced by a portion of a note (the "Note") of even date herewith that is in the principal amount of \$6,500,000.00 in partial consideration for the purchase of the Property; THEREFORE, the Vendor's Lien, together with the superior title to the Property, is retained herein for the benefit of Lender and both are hereby TRANSFERRED and ASSIGNED to Lender.

Deed of Trust:

In order to secure the payment of the Note, Grantee has executed and delivered a Deed of Trust conveying title to Dan J. Guarino, Trustee, for the benefit of Lender.

Ad Valorem Taxes:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof, is assumed by Grantee. Notwithstanding the foregoing, all Rollback and Supplemental Taxes against the Property, for periods before or after the date of this Deed, shall be paid by Grantee (except that if any Rollback and Supplemental Taxes on the Property were triggered before the date of this Deed by acts of Grantor, they shall be paid by Grantor). As used herein, the term "Rollback and Supplemental Taxes" shall mean any assessments or taxes that may be levied or assessed against the Property by a governmental authority for periods prior to or after the date of this Deed resulting from a change in use or ownership of the Property, or a waiver, lapse, or denial of any special tax exemption for the Property.

Conveyance:

Grantor, for the consideration and subject to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, if the claim is by, through or under Grantor, but not otherwise, except as to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above.

Terms:

When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

[Signature page follows]

GRANTOR:

Travis Parker Associates, Ltd.,  
a Texas limited partnership

By its General Partner:  
Travis Ridge Investments, LLC,  
a Texas limited liability company.

By: [Signature]  
C. Michael Bowen, Sr., Managing Member

NOTARY ACKNOWLEDGMENT

Colorado  
STATE OF ~~TEXAS~~ §  
§  
COUNTY OF Eagle §

This instrument was acknowledged before me on June 24, 2015, by C. Michael Bowen, Sr., as Managing Member of Travis Ridge Investments, LLC, a Texas limited liability company, the General Partner of Travis Parker Associates, Ltd., a Texas limited partnership, on behalf of said limited partnership.

**DAWN M. STEWART-SHEAFFER**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19994012137  
MY COMMISSION EXPIRES MAY 5, 2019

[Signature]  
Notary Public in and for the State of Texas Colorado

After Recording, Please Return to:  
Donihoo Farms, Ltd.,  
4925 Greenville Avenue, Suite 1020  
Dallas, Texas 75206  
Attn: Stephen L. Sallman



**EXHIBIT "A"**  
**Legal Description of Property**

**J.E. SMITH**  
**TEXAS LICENSED SURVEY FIRM No. 101060-00**  
**5269 HWY 377 South, Aubrey, Texas 76227**  
**jesmith@cebridge.net**  
**(940) 365-9289**

150.38 ACRE TRACT

W.O. 4069W-14

All that certain tract or parcel of land lying and being situated in the City of Parker, Collin County, Texas, a part of the THOMAS ESTES SURVEY, ABSTRACT NO. 298, and being and including all that same land conveyed to Parker Estates Associates as evidenced by a deed recorded in Volume 1901, page 930 of the Collin County Land Records said tract or parcel of land is herein described as follows; to wit:

BEGINNING at an one-half inch iron rod set (with yellow cap marked "J.E. SMITH 3700" and herein after called an one-half inch iron rod set) for the northeast corner of the said THOMAS ESTES SURVEY, said corner being on the west line of EASY ACRES ADDITION, an addition to Collin County according to the plat thereof recording in Volume 6, page 87 of the Collin County Map Records, said corner also being the southeast corner of a tract described in a deed to Graham Mortgage Corporation as recorded under Clerk's Document No. 20100803000798510;

THENCE with east line of the THOMAS ESTES SURVEY and along an old road, south 01 degrees 18 minutes 21 seconds west 97.68 feet to an one-half inch iron rod found (with cap marked "Precise") for the southwest corner of said EASY ACRES ADDITION and the southeast corner hereof;

THENCE continuing along east line of the THOMAS ESTES SURVEY and with the old road, south 00 degrees 50 minutes 03 seconds west 2111.50 feet to an one-half inch iron rod found (with cap marked "Precise") for the southeast corner hereof, said corner being the northeast corner of a tract described in a deed to Geneva Partners LTD. recorded in Volume 5874, page 2850 of the Collin County Deed Records;

THENCE north 89 degrees 36 minutes 13 seconds west at 2715.56 feet passing the northeast corner of a record 3.00 acre tract (described in a deed recorded in Volume 3873, page 413 of the Collin County Land Records) and in all a total distance of 2855.13 feet to an one-half inch iron rod set for the southeast corner of SYCAMORE ESTATES SUBDIVISION (an addition to the City of Parker, according to the plat thereof recorded in Volume 11, page 59 of the Collin County Map Records), said corner being the southwest corner hereof;

THENCE along the east line of said SYCAMORE ESTATES SUBDIVISION, north 01 degrees 42 minutes 07 seconds east 344.20 feet to an one-half inch iron rod found for a re-entrant corner hereof, said corner being the northeast corner of Lot 3, Block A of said SUBDIVISION;

THENCE north 89 degrees 57 minutes 13 seconds west 132.47 feet to an one-half inch iron rod found at the southeast termination corner of Sycamore Lane for ell corner hereof, said corner being a re-entrant corner of said SYCAMORE ESTATES SUBDIVISION;

THENCE continuing with the east line of said SYCAMORE ESTATES SUBDIVISION, north 00 degrees 12 minutes 26 seconds east 1857.59 feet to an one-half inch iron rod set for the northwest corner hereof, said corner being the northeast corner of Lot 7, Block B of said SUBDIVISION;

THENCE south 89 degrees 44 minutes 41 seconds east passing the southeast corner of a tract described in a deed of RVW Sunchase LP described in a deed recorded under Clerk's Document No. 201409160001004670 and in all a total distance of 3003.58 feet to the Place of BEGINNING and containing 150.38 acres of land.

UNOFFICIAL

EXHIBIT "B"  
List of Permitted Exceptions

1. Restrictive Covenants contained in Volume 10, Page 28, Plat Records, Collin County, Texas.
2. Water pipeline easement to Pecan Orchard Water Supply recorded in Volume 913, Page 536, Real Property Records, Collin County, Texas, and as shown on the survey prepared by James E. Smith, II, dated October 29, 2014.
3. Water pipeline easement to Pecan Orchard Water Supply recorded in Volume 923, Page 229, Real Property Records, Collin County, Texas, and as shown on the survey prepared by James E. Smith, II, dated October 29, 2014.
4. Waste water transmission facilities easement to North Texas Municipal Water District recorded in Volume 2366, Page 864, Real Property Records, Collin County, Texas, and as shown on the survey prepared by James E. Smith, II, dated October 29, 2014.
5. Ingress and egress rights, if any, associated with roadbed along the east property line of Property as shown on the survey prepared by James E. Smith, II, dated October 29, 2014.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 7



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
06/30/2015 09:20:37 AM  
\$46.00 BYINCENT  
20150630000791540

*Stacey Kemp*

BEING 75.806 ACRES OF LAND SITUATED IN THE THOMAS ESTES SURVEY, ABSTRACT NUMBER 298, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 150.38 ACRE TRACT OF LAND AS CONVEYED TO DONIHOO FARMS, LTD. BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20150630000791540, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTHWEST CORNER OF THE ABOVE-MENTIONED 150.38 ACRE TRACT, SAME BEING IN THE SOUTH LINE OF LOT 12, BLOCK A, PARKER RANCH ESTATES PHASE 2, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 217, (OPRCCT) AND BEING AT THE NORTHEAST CORNER OF SYCAMORE ESTATES, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN CABINET C, PAGE 415, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT), FROM WHICH A 1/2" IRON ROD WITH RED CAP STAMPED "TIPTON" FOUND (DISTURBED) BEARS SOUTH 20 DEGREES 56 MINUTES 29 SECONDS WEST, A DISTANCE OF 1.60 FEET;

THENCE NORTH 89 DEGREES 16 MINUTES 29 SECONDS EAST, AT A DISTANCE OF 216.39 FEET PASS A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHEAST CORNER OF THE ABOVE-MENTIONED PARKER RANCH ESTATES PHASE 2, SAME BEING THE SOUTHWEST CORNER OF PARKER RANCH ESTATES PHASE 3, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 221, (OPRCCT), AT A DISTANCE OF 1850.58 FEET PASS A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHEAST CORNER OF THE JUST MENTIONED PARKER RANCH ESTATES PHASE 3, AND CONTINUING FOR A TOTAL DISTANCE OF 3003.92 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTHEAST CORNER OF SAID 150.38 ACRE TRACT, SAME BEING IN THE WEST LINE OF A 20' ROAD AS DEDICATED IN EASY ADDITION, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN VOLUME 6, PAGE 87, DEED RECORDS, COLLIN COUNTY, TEXAS (DRCCT) AND BEING AT THE SOUTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 205.9329 ACRE TRACT AS CONVEYED TO FIRST TEXAS HOMES, INC. BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20141229001413160, (OPRCCT);

THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS WEST, AT A DISTANCE OF 97.68 FEET PASS THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED EASY ACRES ADDITION, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 171.91 ACRE TRACT AS CONVEYED TO DONIHOO FARMS, LTD. BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT NUMBER 20170726000981160, (OPRCCT), AND CONTINUING ALONG THE WEST LINE OF SAID 171.91 ACRE TRACT AND THE COMMON EAST LINE OF SAID 150.38 ACRE TRACT FOR A TOTAL DISTANCE OF 359.48 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;

THENCE SOUTH 00 DEGREES 10 MINUTES 02 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 227.25 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;

THENCE LEAVING SAID COMMON LINE AND GOING OVER AND ACROSS SAID 150.38 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 89 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 456.86 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;
- 2) SOUTH 20 DEGREES 39 MINUTES 57 SECONDS EAST, A DISTANCE OF 402.38 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND IN THE NORTHWEST LINE OF LOT 2, BLOCK D, WHITESTONE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN CABINET 2017, PAGE 187, (OPRCCT), FROM WHICH THE NORTHEAST CORNER OF THE JUST MENTIONED LOT 2, BLOCK D BEARS NORTH 78 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 71.85 FEET;

THENCE SOUTH 68 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 329.12 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND IN THE NORTHEAST LINE OF WHITESTONE DRIVE (85' WIDE RIGHT-OF-WAY) AT THE WEST CORNER OF LOT 1, BLOCK D OF SAID WHITESTONE ESTATES, PHASE 1;

THENCE NORTH 21 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 331.41 FEET TO A MAG NAIL SET AT THE NORTHEAST CORNER OF WHITESTONE DRIVE, SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID WHITESTONE ESTATES, PHASE 1;

THENCE ALONG THE NORTH LINE OF SAID WHITESTONE ESTATES, PHASE 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 68 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 85.00 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND (BENT) AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 026 DEGREES 36 MINUTES 44 SECONDS, A RADIUS OF 800.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 86 DEGREES 05 MINUTES 34 SECONDS WEST, A DISTANCE OF 368.25 FEET;
- 2) SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 371.58 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 010 DEGREES 07 MINUTES 27 SECONDS, A RADIUS OF 2600.00 FEET AND A LONG CHORD THAT BEARS NORTH 85 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 458.82 FEET;
- 3) NORTHWESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 459.42 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND;
- 4) SOUTH 89 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 592.43 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID WHITESTONE ESTATES, PHASE 1

THENCE SOUTH 00 DEGREES 48 MINUTES 46 SECONDS EAST, ALONG A WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 600.00 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK E IN SAID WHITESTONE ESTATES, PHASE 1;

THENCE SOUTH 00 DEGREES 43 MINUTES 31 SECONDS EAST, CONTINUING ALONG A WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 325.00 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND IN THE NORTH LINE OF LOT 14, BLOCK F, SAID WHITESTONE ESTATES, PHASE 1, SAME BEING THE SOUTHWEST CORNER OF CHESHIRE LANE (50' WIDE RIGHT-OF-WAY);

THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 14, BLOCK F, A DISTANCE OF 49.92 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 020 DEGREES 44 MINUTES 14 SECONDS, A RADIUS OF 275.00 FEET AND A LONG CHORD THAT BEARS NORTH 80 DEGREES 21 MINUTES 24 SECONDS WEST, A DISTANCE OF 98.99 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 99.53 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTHWEST CORNER OF SAID LOT 14, BLOCK F;

THENCE SOUTH 13 DEGREES 45 MINUTES 55 SECONDS WEST, ALONG A WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 197.47 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTHWEST CORNER OF SAID LOT 14, BLOCK F, SAME BEING THE NORTHWEST CORNER OF LOT 15, BLOCK F IN SAID WHITESTONE ESTATES, PHASE 1;

THENCE SOUTH 00 DEGREES 01 MINUTES 02 SECONDS WEST, CONTINUING ALONG A WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 328.25 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTHWEST CORNER OF LOT 16, BLOCK F, WHITESTONE ESTATES, PHASE 1, SAME



BEING IN THE SOUTH LINE OF SAID 150.38 ACRE TRACT AND THE COMMON NORTH LINE OF THAT CERTAIN CALLED 119.9785 ACRE TRACT AS CONVEYED TO GENEVA PARTNERS, LTD. BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 5874, PAGE 2850, (DRCCT);

THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 150.38 ACRE TRACT, A DISTANCE OF 290.23 FEET TO A 1/2" IRON ROD FOUND AT THE MOST NORTHERLY NORTHWEST CORNER OF THE ABOVE-MENTIONED 119.9785 ACRE TRACT AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 3.00 ACRE TRACT AS CONVEYED TO MARK MATHENEY AND WIFE, HEATHER MATHENEY BY WARRANTY DEED WITH VENDOR' LIEN RECORDED IN INSTRUMENT NUMBER 97-0021137, (OPRCCT);

THENCE SOUTH 89 DEGREES 18 MINUTES 58 SECONDS WEST, ALONG THE NORTH LINE OF THE ABOVE-MENTIONED 3.00 ACRE TRACT, A DISTANCE OF 139.18 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTHWEST CORNER OF SAID 150.38 ACRE TRACT AND BEING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK A OF THE ABOVE-MENTIONED SYCAMORE ESTATES;

THENCE NORTH 00 DEGREES 40 MINUTES 18 SECONDS EAST, A DISTANCE OF 347.16 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "J.E. SMITH 3700" FOUND AT THE NORTHEAST CORNER OF THE ABOVE-MENTIONED LOT 3, BLOCK A, AND BEING AT AN INTERIOR CORNER OF SAID 150.38 ACRE TRACT;

THENCE SOUTH 89 DEGREES 09 MINUTES 11 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 3, BLOCK A, A DISTANCE OF 132.36 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE" FOUND AT THE SOUTHEAST CORNER OF SYCAMORE LANE (70' WIDE RIGHT-OF-WAY) AND AN EXTERIOR CORNER OF SAID 150.38 ACRE TRACT;

THENCE NORTH 00 DEGREES 48 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SYCAMORE ESTATES AND THE COMMON WEST LINE OF SAID 150.38 ACRE TRACT, A DISTANCE OF 1859.51 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 75.806 ACRES OF LAND, MORE OR LESS.

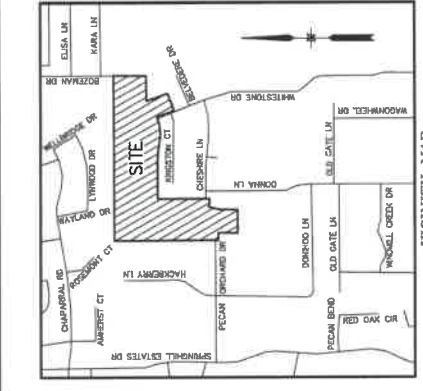
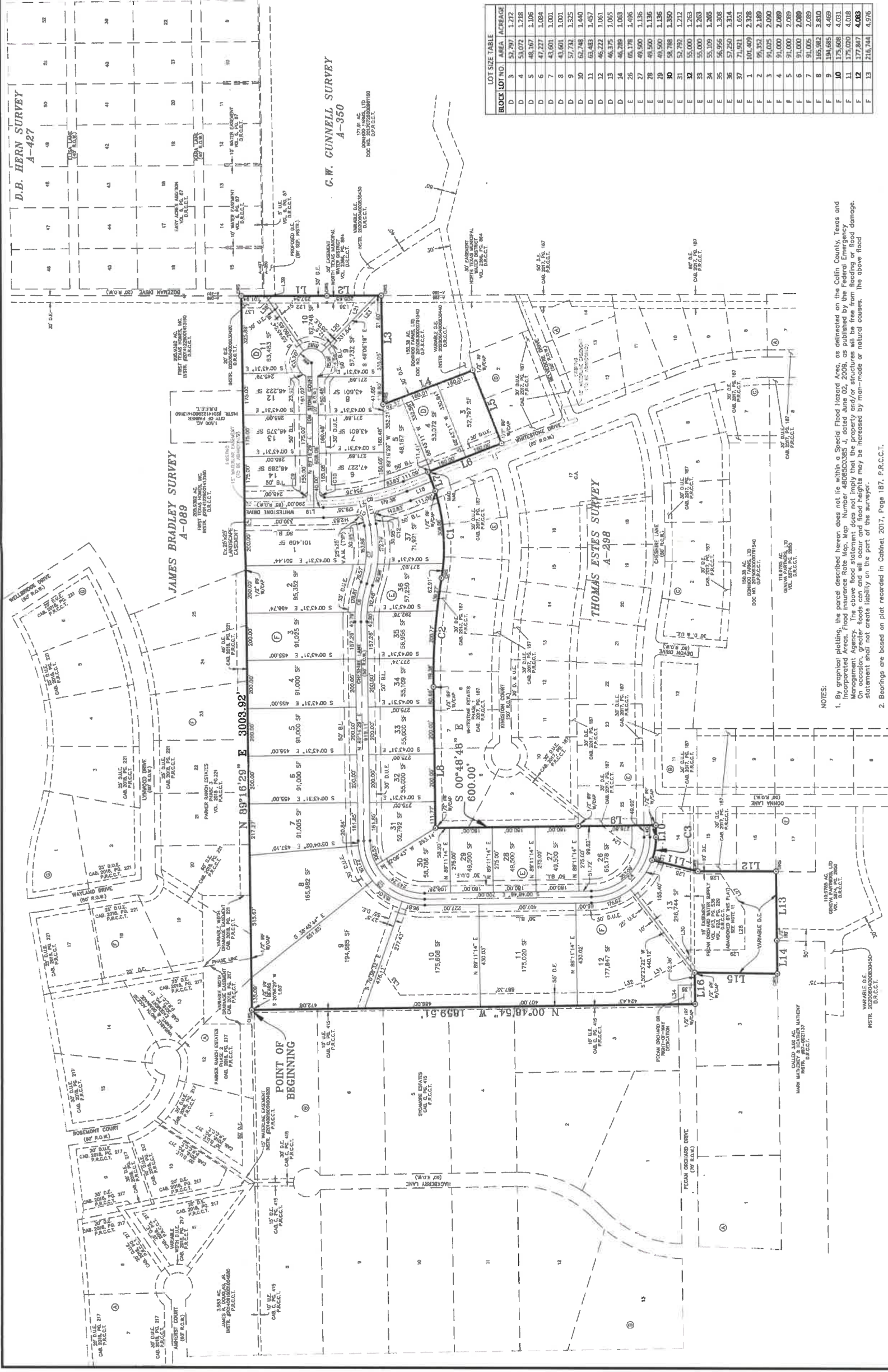
## SUBMITTAL REQUIREMENTS:

Failure to submit all materials to the City with complete application will result in delays scheduling the agenda date.

- ☐ Five (5) FOLDED copies of drawing(s) 24" X 36" [1"=100' scale]
- ☐ Twelve (12) FOLDED 11 X 17
- ☐ Three (3) Complete Engineering Plans (Record Drawings)
- ☒ ~~Three (3) General Tree Survey~~
- ☐ Property Metes and Bounds on 8 ½ X 11 Sheet
- ☐ Proof of Ownership (Warranty Deed or Tax Certificate)
- ☐ Power of Attorney

The face of the plat shall show the following:

- ☒ Date of preparation
- ☒ Scale of plat
- ☒ North arrow
- ☒ Name and address of:
  - o Applicant
  - o Engineer or Surveyor responsible for preparation of plat
- ☒ Survey and abstract with tract designation
- ☒ Location of major and/or secondary thoroughfares located with or adjacent to the property.
- ☒ Location of existing or platted streets within and adjacent to the existing property
- ☒ Location of existing right-of-ways, utility and/or drainage easements.
- ☒ Vicinity map showing location of tracts by reference to existing streets or highways.
- ☒ Subdivision boundary lines, indicated by heavy lines, and the computed acreage of the subdivision. The subdivision boundary shall be construed to include the part of adjacent boundary streets which were previously established by dedication or purchase from the tract being subdivided.
- ☒ Legal description of the property to be subdivided, and metes and bounds description of the subdivision perimeter.
- ☒ Primary control points or descriptions, and ties to such control points to which all dimensions, angels, bearings, block numbers and similar data shall be referred.
- ☒ Names of the owners of contiguous parcels of un-subdivided land, and names of contiguous subdivisions and the County Recorder's book and page number thereof, and the lot patterns of these subdivisions.
- ☒ Location of the city limits lines, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, or form part of the boundary of the subdivision, or are contiguous to such boundary.
- ☒ If there is no adjacent subdivision, a map on a small scale shall be included with the preliminary plan, and oriented the same way, to show the nearest subdivision in each direction; it shall show how the streets, alleys, or highways in the subdivision submitted may connect with those in the nearest subdivision, if situated within two thousand (2,000) feet of the proposed subdivision.
- ☒ All other data required by the Zoning and Subdivision Ordinances, available for view at [www.parkertexas.us](http://www.parkertexas.us).



LINE TABLE

NO.	DIRECTION	DISTANCE
L1	S 70°33'23" E	81.18'
L2	S 00°00'05" W	359.10'
L3	S 46°08'19" E	314.81'
L4	N 35°21'28" E	172.89'
L5	N 13°45'55" E	168.66'
L6	N 00°01'01" E	97.17'
L7	S 89°16'29" W	456.89'
L8	S 89°16'29" W	456.89'
L9	S 00°43'31" E	325.00'
L10	S 89°16'29" W	456.89'
L11	S 13°45'55" W	197.47'
L12	S 00°01'02" W	326.25'
L13	S 89°16'29" W	280.23'
L14	S 89°16'29" W	136.18'
L15	N 00°40'18" E	347.16'
L16	S 89°09'11" W	132.36'
L17	S 78°59'30" W	92.50'
L18	S 21°18'48" E	111.09'
L19	S 00°43'31" E	330.00'
L20	S 46°08'19" E	142.24'

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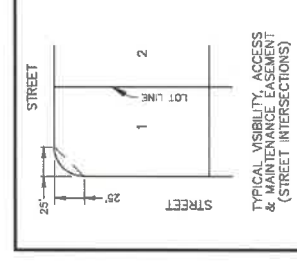
CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	CHORD
C1	026°36'44"	800.00'	189.20'	371.58'
C2	010°07'27"	2600.00'	230.31'	459.42'
C3	029°44'14"	275.00'	50.32'	99.53'
C4	089°54'45"	250.00'	249.62'	392.32'
C5	090°05'15"	250.00'	250.38'	393.08'
C6	019°43'37"	500.00'	82.45'	163.42'
C7	029°00'18"	500.00'	129.33'	253.11'
C8	029°33'18"	1000.00'	181.33'	358.75'
C9	090°00'00"	20.00'	20.00'	31.42'
C10	099°19'20"	20.00'	20.11'	31.52'
C11	087°34'21"	20.00'	19.17'	30.57'
C12	087°34'21"	20.00'	19.17'	30.57'

LOT SIZE TABLE

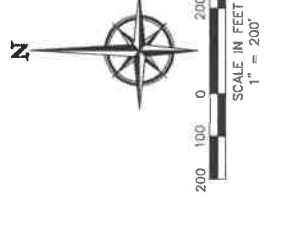
BLOCK	LOT NO.	AREA	ACREAGE
D	3	31,790	1.372
D	4	31,072	1.318
D	5	46,167	2.006
D	6	47,227	2.068
D	7	43,601	1.901
D	8	41,601	1.825
D	9	57,732	2.525
D	10	62,748	2.740
D	11	63,483	2.781
D	12	46,222	2.001
D	13	46,375	2.003
D	14	46,289	2.003
E	25	65,178	2.869
E	27	49,500	2.136
E	28	49,500	2.136
E	29	49,500	2.136
E	30	58,768	2.568
E	31	52,793	2.312
E	32	55,000	2.383
E	33	55,000	2.383
E	34	55,109	2.385
E	35	56,956	2.468
E	36	57,250	2.474
E	37	71,921	3.151
F	1	101,409	4.418
F	2	95,352	4.189
F	3	91,025	3.990
F	4	91,000	3.989
F	5	91,000	3.989
F	6	91,000	3.989
F	7	91,000	3.989
F	8	165,962	7.280
F	9	175,608	7.768
F	10	175,608	7.768
F	11	175,608	7.768
F	12	177,847	7.847
F	13	216,144	9.376

- NOTES:
- By graphical plotting, the parcel described herein does not lie within a Special Flood Hazard Area, as delineated on the Collin County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 480850385, dated June 02, 2008, as published by the Federal Emergency Management Agency. The above flood statement does not imply that the property and/or structures will be free from flooding or flood damage. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement and not create liability on the part of the surveyor.
  - Bearings are based on plat recorded in Collin County, Texas, Book 187, Page 187, P.R.C.C.T.
  - A 1/2-inch high red wax cap stamped "ONE INCH 65/70" will be set at all boundary corners, lot corners, points of curvature, points of tangency and angle points in public rights-of-way whenever possible unless otherwise shown or noted in this drawing after all construction for this subdivision has been completed.
  - Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
  - No permanent structures, walls, trees, utilities except crossings at approximately 90 degrees shall be permitted within the MWD easements.
  - All lots must utilize alternative type on-site sewage facilities. Presence of rock throughout a portion of the subdivision may further limit the type of alternative type on-site sewage facilities to aerobic treatment with surface application on individual lots.
  - Must maintain state-mandated setback of oil on-site sewage facility components from any/all easements and drainage areas water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (per state regulations).
  - Tree removal and/or grading for OSSE may be required on individual lots.
  - Individual site evaluations and OSSE design plans (meeting all state and county requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSE system.
  - There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
  - The existing water line within Lot 13, Block F has been relocated and the easement through this lot to Pleasant Orchard Water Supply, recorded in Volume 911, Page 536 B.P.C.C.T. and Volume 923, Page 229 D.R.C.C.T. is abandoned by the City of Parker by this plat.



LEGEND

CPS	1/2" IRON ROD SET WITH CAP STAMPED ONEAL 6570
IRF	IRON ROD FOUND
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
SPC	STATE PLANE COORDINATES
BL	BUILDING SETBACK LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
V.A.M.	VEHICULAR ACCESS & MAINTENANCE EASEMENT



FINAL PLAT  
WHITESTONE ESTATES  
PHASE 2  
37 RESIDENTIAL LOTS  
75.806 ACRES  
SITuated IN THE  
CITY OF PARKER, COLLIN COUNTY, TEXAS  
THOMAS ESTES SURVEY, ABSTRACT NO. 298  
ENGINEERING/PLANNING/CONSTRUCTION SERVICES  
ENGINEERING/PLANNING/CONSTRUCTION SERVICES  
300 WINDO CIRCLE, SUITE 300, WYTHE TEXAS 75098  
(972) 941-8400 FAX (972) 941-8401  
DATE: 6/04/2020

OWNER  
DONTHOE FARMS, LTD.  
4040 N CENTRAL EXWY., SUITE 850  
DALLAS, TX 75204  
(214) 368-0238

LAND SURVEYOR  
ONEAL SURVEYING COMPANY  
3111 COLE AVE., STE. 103  
DALLAS, TX 75204  
(903) 804-2891  
FIRM NO. 10194132



LEGAL DESCRIPTION  
WHITESTONE ESTATES, PHASE 2

BEING 75.806 ACRES OF LAND SITUATED IN THE THOMAS ESTES SURVEY, ABSTRACT NUMBER 298, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 150.38 ACRE TRACT OF LAND AS CONVEYED TO DONIHOO FARMS, LTD. BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 20150630000791540, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTHWEST CORNER OF THE ABOVE-MENTIONED 150.38 ACRE TRACT; SAME BEING IN THE SOUTH LINE OF LOT 12, BLOCK PARKER RANCH ESTATES, PHASE 2, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 217, (OPRCCT) AND BEING AT THE NORTHEAST CORNER OF SYCAMORE ESTATES, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN CABINET C, PAGE 415, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT), FROM WHICH A 1/2" IRON ROD WITH RED CAP STAMPED "TIPTON" FOUND (DISTURBED) BEARS SOUTH 20 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 1.60 FEET;

THENCE NORTH 89 DEGREES 16 MINUTES 29 SECONDS EAST, AT A DISTANCE OF 216.39 FEET PASS A 1/2" IRON ROD WITH YELLOW CAP STAMPED "ONEAL 6570" SET AT THE NORTHWEST CORNER OF THE ABOVE-MENTIONED 150.38 ACRE TRACT; SAME BEING THE SOUTHWEST CORNER OF PARKER RANCH ESTATES, PHASE 2, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 221, (OPRCCT) AT A DISTANCE OF 1850.58 FEET PASS A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHEAST CORNER OF THE JUST MENTIONED PARKER RANCH ESTATES PHASE 3, AND CONTINUING FOR A TOTAL DISTANCE OF 3003.92 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTHEAST CORNER OF SAID 150.38 ACRE TRACT, SAME BEING IN THE WEST LINE OF A 20' ROAD AS DEDICATED IN EASY ADDITION, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN VOLUME 6, PAGE 87, DEED RECORDS, COLLIN COUNTY, TEXAS (OPRCCT) AND BEING AT THE SOUTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 235.9329 ACRE TRACT AS CONVEYED TO FIRST TEXAS HOMES, INC. BY SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 201412295001413160, (OPRCCT);

THENCE SOUTH 00 DEGREES 05 MINUTES 05 SECONDS WEST, AT A DISTANCE OF 97.68 FEET PASS THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED EASY ACRES ADDITION, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 171.91 ACRE TRACT AS CONVEYED TO DONIHOO FARMS, LTD. BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT NUMBER 20170726000981160, (OPRCCT), AND CONTINUING ALONG THE WEST LINE OF SAID 171.91 ACRE TRACT AND THE COMMON EAST LINE OF SAID 150.38 ACRE TRACT FOR A TOTAL DISTANCE OF 359.48 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;

THENCE SOUTH 00 DEGREES 10 MINUTES 02 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 227.25 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;

THENCE LEAVING SAID COMMON LINE AND GOING OVER AND ACROSS SAID 150.38 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 88 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 456.86 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET;
- 2) SOUTH 20 DEGREES 39 MINUTES 57 SECONDS EAST, A DISTANCE OF 402.38 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "ONEAL 6570" SET AT THE NORTHWEST CORNER OF THE ABOVE-MENTIONED 150.38 ACRE TRACT, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN CABINET 2017 PAGE 197, (OPRCCT), FROM WHICH THE NORTHEAST CORNER OF THE JUST MENTIONED LOT 2, BLOCK D BEARS NORTH 78 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 71.85 FEET;

THENCE SOUTH 68 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 329.12 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND IN THE NORTHEAST LINE OF WHITESTONE DRIVE (85' WIDE RIGHT-OF-WAY) AT THE WEST CORNER OF LOT 1, BLOCK D OF SAID WHITESTONE ESTATES, PHASE 1;

THENCE NORTH 21 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 331.41 FEET TO A WAG NAIL SET AT THE NORTHEAST CORNER OF WHITESTONE DRIVE, SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID WHITESTONE ESTATES, PHASE 1;

THENCE ALONG THE NORTH LINE OF SAID WHITESTONE ESTATES, PHASE 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 68 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 85.00 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND (BEAT) AT THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 026 DEGREES 36 MINUTES 44 SECONDS, A RADIUS OF 800.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 86 DEGREES 05 MINUTES 34 SECONDS WEST, A DISTANCE OF 388.25 FEET;
- 2) SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 371.58 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 010 DEGREES 07 MINUTES 27 SECONDS, A RADIUS OF 2600.00 FEET AND A LONG CHORD THAT BEARS NORTH 85 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 438.62 FEET;
- 3) WITH YELLOW CAP STAMPED "ONEAL 6570" SET AT THE LEFT, AN ARC LENGTH OF 458.42 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTHWEST CORNER OF SAID WHITESTONE ESTATES, PHASE 1;
- 4) SOUTH 89 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 592.43 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID WHITESTONE ESTATES, PHASE 1

THENCE SOUTH 00 DEGREES 48 MINUTES 46 SECONDS EAST, ALONG A WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 600.00 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHWEST CORNER OF LOT 9, BLOCK E IN SAID WHITESTONE ESTATES, PHASE 1;

THENCE SOUTH 00 DEGREES 43 MINUTES 31 SECONDS EAST, CONTINUING ALONG A WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 325.00 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND IN THE NORTH LINE OF LOT 14, BLOCK F, SAID WHITESTONE ESTATES, PHASE 1, SAME BEING THE SOUTHWEST CORNER OF CHESHIRE LANE (50' WIDE RIGHT-OF-WAY);

THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 14, BLOCK F, A DISTANCE OF 93.92 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 026 DEGREES 36 MINUTES 44 SECONDS, A RADIUS OF 800.00 FEET AND A LONG CHORD THAT BEARS NORTH 80 DEGREES 21 MINUTES 24 SECONDS WEST, A DISTANCE OF 98.99 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 99.53 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTHWEST CORNER OF SAID LOT 14, BLOCK F;

THENCE SOUTH 13 DEGREES 45 MINUTES 55 SECONDS WEST, ALONG A WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 947.77 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTHWEST CORNER OF SAID LOT 14, BLOCK F, SAME BEING THE NORTHWEST CORNER OF LOT 15, BLOCK F IN SAID WHITESTONE ESTATES, PHASE 1;

THENCE SOUTH 00 DEGREES 01 MINUTES 02 SECONDS WEST, CONTINUING ALONG A WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 328.25 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTHWEST CORNER OF LOT 16, BLOCK F, WHITESTONE ESTATES, PHASE 1, SAME BEING IN THE SOUTH LINE OF SAID 150.38 ACRE TRACT AND THE COMMON NORTH LINE OF THAT CERTAIN CALLED 119.9785 ACRE TRACT AS CONVEYED TO GENEVA PARTNERS, LTD. BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3574, PAGE 2856, (OPRCCT);

THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 150.38 ACRE TRACT, A DISTANCE OF 290.23 FEET TO A 1/2" IRON ROD FOUND AT THE MOST NORTHERLY NORTHWEST CORNER OF THE ABOVE-MENTIONED 119.9785 ACRE TRACT AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 3.00 ACRE TRACT AS CONVEYED TO MARK MATTHEWNEY AND WIFE, HEATHER MATTHEWNEY BY WARRANTY DEED WITH VENDOR' LIEN RECORDED IN INSTRUMENT NUMBER 97-0021137, (OPRCCT);

THENCE SOUTH 89 DEGREES 18 MINUTES 58 SECONDS WEST, ALONG THE NORTH LINE OF THE ABOVE-MENTIONED 3.00 ACRE TRACT, A DISTANCE OF 136.18 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE SOUTHWEST CORNER OF SAID 150.38 ACRE TRACT AND BEING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK A OF THE ABOVE-MENTIONED SYCAMORE ESTATES;

THENCE NORTH 00 DEGREES 40 MINUTES 18 SECONDS EAST, A DISTANCE OF 347.16 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "J.E. SMITH 3700" FOUND AT THE NORTHEAST CORNER OF THE ABOVE-MENTIONED LOT 3, BLOCK A, AND BEING AT AN INTERIOR CORNER OF SAID 150.38 ACRE TRACT;

THENCE SOUTH 89 DEGREES 09 MINUTES 11 SECONDS WEST, ALONG THE NORTH LINE OF LOT 3, BLOCK A, A DISTANCE OF 132.36 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PRECISE" FOUND AT THE SOUTHEAST CORNER OF SYCAMORE LANE (70' WIDE RIGHT-OF-WAY) AND AN EXTERIOR CORNER OF SAID 150.38 ACRE TRACT;

THENCE NORTH 00 DEGREES 48 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SYCAMORE ESTATES AND THE COMMON WEST LINE OF SAID 150.38 ACRE TRACT, A DISTANCE OF 1959.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 75.806 ACRES OF LAND, MORE OR LESS.

OWNERS CERTIFICATION  
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, DONIHOO FARMS, LTD., acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as WHITESTONE ESTATES, PHASE 2, on addition to the City of Parker, Texas, and does hereby dedicate in fee simple, to the public use forever, the streets, alleys and public areas shown thereon. The easements, as shown, are hereby dedicated for the purposes as indicated. The Utility and Easement shown thereon are hereby dedicated for the purposes as indicated. All and any public utility and the City of Parker shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths which in anyway endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the City of Parker and all public utilities shall, at all times, have the full Right of Egress and Egress to or from and upon said Easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems, without the necessity, at any time or procuring the permission of anyone.

This plat approved subject to all plotting ordinances, rules, regulations and resolutions of the City of Parker, Texas. WITNESS MY HAND AT \_\_\_\_\_, TEXAS this the \_\_\_\_ day of \_\_\_\_\_, 2020.

For: DONIHOO FARMS, LTD., a Texas limited partnership  
By: DF Advisors, LLC, its general partner

By: Stephen L. Saliman, Manager

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, 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 considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Daniel Chase O'Neal, hereby certify, that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Parker, Collin County, Texas.

Preliminary, this document shall not be recorded for any purpose.

DANIEL CHASE ONEAL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6570

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Daniel Chase O'Neal, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

CITY APPROVAL CERTIFICATE

Recommended for Approval:

Chairman, Planning and Zoning Commission  
City of Parker, Texas

Approved and Accepted:

Mayer, City of Parker, Texas

The undersigned, the City Secretary of the City of Parker, hereby certifies that the foregoing final plat of Whitestone Estates, Phase 2, a subdivision or addition to the City of Parker was submitted to the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2020, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth on the application and plat, and hereby authorized the mayor to note the approval thereof by signing his name herein above subscribed.

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

City Secretary  
City of Parker, Texas

On-Site Sewage Facilities (OSSF) Notes:

1. All lots must utilize alternative type On-Site Sewage Facilities. Presence of fractured rock may further limit type of alternative type On-Site Sewage Facilities to Aerobic Treatment with Surface Application on individual lots.
2. All lots must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
  - Due to the presence a bisecting waterline easement and pond on lot 13, it is recommended that no surface improvements, impervious cover, outbuildings, swimming pools, etc. be planned on lot 13 without pre-development planning meeting with Registered Sanitarian/Professional Engineer and Collin County Development Services.
  - Due to the presence large drainage areas on lots 9, 10, 11, 12 and 26, it is recommended that no surface improvements, impervious cover, outbuildings, swimming pools, etc. be planned on lots 9, 10, 11, 12 or 26 without pre-development planning meeting with Registered Sanitarian/Professional Engineer and Collin County Development Services.
7. There were no permitted/approved existing structures or OSSFs on the property at the time of plat preparation. Any future structures or OSSFs must be reviewed and permitted by Collin County Development Services prior to any use.
8. Tree removal and/or grading for OSSF may be required on individual lots.
9. There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
10. Each lot is limited to a maximum of 5,000 gallons of treated/dischosed sewage each day.
11. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

HEALTH DEPARTMENT CERTIFICATION:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable laws of the State of Texas, that site evaluations have been completed and that the plat meets all the minimum health department requirements. The facilities are planned to be used.

Registered Sanitarian or Designated Representative  
Collin County Development Services

FINAL PLAT  
WHITESTONE ESTATES  
PHASE 2

37 RESIDENTIAL LOTS  
BEING

75.806 ACRES  
SITUATED IN THE  
THOMAS ESTES SURVEY, ABSTRACT NO. 298  
CITY OF PARKER, COLLIN COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.  
ENGINEERING/PLANNING/DESIGN/CONSTRUCTION SERVICES  
2801 WINDO CIRCLE, SUITE 200, WILEY TEXAS 75098  
(972) 841-9440 FAX (972) 941-9401

OWNER  
DONIHOO FARMS, LTD.  
4040 N CENTRAL EXWY., SUITE 850  
DALLAS, TX 75204  
(214) 368-0238

LAND SURVEYOR  
O'NEAL SURVEYING COMPANY  
3111 COLE AVE, STE. 103  
DALLAS, TX 75204  
(903) 804-2891  
PRM NO. 10194132

DATE: 6/04/2020

06111JWS03111 Final Plat Ph. 2.dwg  
SHEET 2 OF 2