



## AGENDA

### PLANNING AND ZONING COMMISSION MEETING SEPTEMBER 23, 2021 @ 7:00 PM

Notice is hereby given; the Planning and Zoning Commission for the City of Parker will hold a Regular Meeting on Thursday, September 23, 2021, 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 City Council invites any person with business before the Council to speak to the Council. 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 MEETING MINUTES FOR JULY 22, 2021.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES PHASE 3 FINAL PLAT.

#### ROUTINE ITEMS

#### FUTURE AGENDA ITEMS

#### ADJOURN

In addition to any specifically identified Executive Sessions, Council 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 Council 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 September 17, 2021, by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at .

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.

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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.



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: P&Z Commission
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for Public Works Director Machado
Estimated Cost:	Date Prepared: September 16, 2021
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#"><u>Proposed Minutes</u></a></li> </ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR JULY 22, 2021.

### SUMMARY

Please review the attached minutes. If you have any questions, comments, and/or corrections, please contact the City Secretary at [PGrey@parkertexas.us](mailto:PGrey@parkertexas.us) prior to the City Council meeting.

### POSSIBLE ACTION

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

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/16//2021
Interim City Attorney:	<i>Scott D. Levine</i>	Date:	09/16//2021
Public Work Director	<i>Gary Machado</i>	Date:	09/17//2021

## MINUTES

## PLANNING AND ZONING COMMISSION MEETING

July 22, 2021

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

The Planning and Zoning Commission met on the above date. Chairperson Wright called the meeting to order at 7:02 p.m. and noted there was a quorum. Chairperson Wright then asked P&Z Alternate Two Commissioner Crutcher to be a voting member for this meeting. Commissioner Crutcher agreed.

Commissioners Present: Use “✓” or “X”, please				
✓	Chairperson Russell Wright			Alternate Marilyn Kittrell
✓	Commissioner Joe Lozano	✓		Alternate Larkin Crutcher
	Commissioner Wei Wei Jeang			Alternate JR Douglas
✓	Commissioner David Leamy			
	Commissioner Jasmat Sutaria			

## Staff/Others Present:

✓	Public Works Director Gary Machado			Interim City Attorney
✓	City Secretary Patti Scott Grey			

**APPOINTMENT OF ALTERNATE(S)**

Alternate Crutcher served as a voting member for tonight's meeting.

**PLEDGE OF ALLEGIANCE**

The pledges were recited.

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

No one was present at the meeting for public comments.

## INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR May 12, 2021.

City Secretary Grey noted that the May 12 minutes had the wrong year, 2020, in the Chair's signature block that needs correction to 2021.

MOTION: Commissioner Lozano moved to approve the minutes as corrected. Commissioner Leamy seconded with the remaining Commissioners voting for. Motion carried 4-0.

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON Parker Ranch Phase 5 Preliminary Plat.

Chairperson Wright asked Public Work Director Machado if there are any outstanding issues with the preliminary plat that need to be discussed. Public Work Director Machado replied in the negative. Commissioner Lozano asked if the line-of-sight at Chaparral Road will be maintained when the road is widened. Public Work Director Machado replied in the affirmative. Alternate Crutcher asked about the average lot size in the development. Matthew Lee with Westwood Professional Services replied that North of Chaparral Road, the average lot size is 1.5 acres, and South of Chaparral Road the average lot size is 2 acres minimum. He indicated that they are also in compliance with the stipulation that there be fewer than 246 lots.

MOTION: Commissioner Leamy moved to recommend the approval of the Parker Ranch Phase 5 Preliminary Plat. Commissioner Lozano seconded the motion with the remaining Commissioners voting for. Motion carried 4-0.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON Whitestone Estates Phases 5 and 6 Preliminary Plat.

Chairperson Wright asked Public Works Director Machado if there are any outstanding issues with the preliminary plat that need to be discussed. Mr. Machado replied in the negative. Chairperson Wright asked for the average lot size. Warner Group, Inc., Developer Preston Walhood replied that the average lot size is 1.7 acres. Commissioner Lozano asked how the drainage area at the road that goes over Dillehay Dr. will be handled. Mr. Walhood replied that a drainage study was done and that multi-box culverts will be used. A discussion ensued about how Belvedere Dr. will tie in with the FM2541 realignment. Commissioner Lozano asked if the engineering was complied with during construction. Public Work Director Machado replied in the affirmative.

MOTION: Commissioner Leamy moved to recommend the approval of the Whitestone Estates Phases 5 and 6 Preliminary Plat. Alternate Crutcher seconded the motion with the remaining Commissioners voting for. Motion carried 4-0.

4. ADJOURN

Chairperson Wright adjourned the meeting at 7:24 p.m.

Minutes Approved on 12th day of August, 2021.

\_\_\_\_\_  
Chairperson Russell Wright

Attest:

\_\_\_\_\_  
Commission Secretary Wei Wei Jeang

\_\_\_\_\_  
Prepared by City Secretary Patti Scott Grey

Proposed



## Agenda Item

Budget Account Code:	Meeting Date: See above.
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: September 16, 2021
Exhibits:	<ol style="list-style-type: none"> <li>1. John W. Birkhoff, P.E., letter, <b>waiting on letter</b></li> <li>2. Development Application</li> <li>3. Waiver w/Fee receipt</li> <li>4. Final Plat</li> <li>5. Development Agreement</li> </ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES PHASE 3 FINAL PLAT.

### SUMMARY

Please review the information provided for Whitestone Estates Phase 3 Final Plat, 35 Residential Lots, being 44.786 acres, situated in the Thomas Estes Survey, Abstract No. 298, City of Parker, Collin County, Texas.

### POSSIBLE ACTION

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

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine</i>	Date:	09/16/2021
Public Work Director	<i>Gary Machado</i>	Date:	09/17/2021



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

Meeting Date: 09/23/2021 Item 2.



Proposed Name of Subdivision: Whitestone Estates Phase 3

Plat Approval Requested	Filing Fee	Filing Fee
<input type="checkbox"/> Preliminary Plat	\$800.00 + \$30/acre	X Final Plat \$800.00 + \$30/acre
<input type="checkbox"/> Site Plan	\$300.00 + \$25/acre	<input type="checkbox"/> Minor Plat (5 acres or less) \$500.00 + \$100/lot
<input type="checkbox"/> Replat/Amended	\$500.00 plus \$15/lot	<input type="checkbox"/> Development Plat \$300.00 + \$30/acre

**Physical Location of Property: South 900' of Kingston Court along Whitestone Drive (2500' North of Parker Road and Dublin Intersection)** (Address and General Location – Approximate distance to the nearest existing street corner)

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: 44.786 Existing # of Lots/Tracts: 35 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."

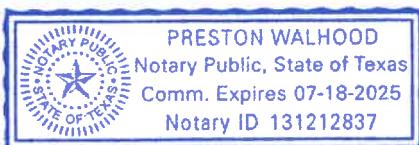
Stephen L. Sallman  
Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 3rd day of SEPTEMBER, 2021.

Preston Walhood

Notary Public in and for the State of Texas

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 1/2" 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)

RECEIVED

SEP 13 2021

BY: ADA RS PSC

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

September 14, 2021

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

Ref: Whitestone Estates Phase 3  
 Final Plat Fees & Inspection Fees

Dear Gary:

Attached is our Development Application for approval of the Final Plat for Whitestone Estates Phase 3.

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

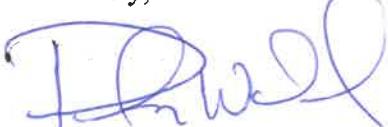
Base Fee	\$ 800.00
\$30/Acre x 44.786 Acres =	<u>\$1,343.58</u>
Application Fee	<u>\$2,143.58</u>

Check number 1594 has been issued for the amount referenced above and is enclosed. We request that the Final plat be placed on the P & Z Agenda for September 23, 2021.

Also enclosed is the calculation of City Inspection Fees from Overwatch Land Development Services based on the contractors' final invoices. Check number 1595 has been issued in the amount of \$44,092.00 as calculated on the attached report.

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

Sincerely,



Preston Walhood  
 Development Manager

1594

FROST  
www.frostbank.com

**DONIHOO FARMS, LTD.**  
 4040 N. CENTRAL EXPWY., SUITE 850  
 DALLAS, TX 75204  
 PH. (214)368-0238

30-9/1140  
CHECKS, AMOUNT

9/14/2021

PAY TO THE  
ORDER OF  
City of Parker

\$ \*\*2,143.58

Two Thousand One Hundred Forty-Three and 58/100\*\*\*\*\*

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

MEMO  
 Final Plat App Fee

Photo Safe Deposit®

Details on Back.

DONIHOO FARMS, LTD.

City of Parker  
 CONST DRAW-PH 3

Final Plat Fee App (44.786 Acres)  
 Whitestone-Phase 3 (\$800 + \$30/acre)  
 Invoice #090321

1594

9/14/2021

2,143.58

City of  
 DONIST

DonFarms-Const (Fro Final Plat App Fee

2,143.58



**OVERWATCH**  
LAND DEVELOPMENT  
SERVICES, LLC

- Development Management
- Drone Photography/Inspection
- Bank Loan Inspections

david@overwatchtx.com  
469.628.3922

September 2, 2021

Mr. Gary Machado  
Public Works Director  
CITY OF PARKER  
5700 E. Parker Road  
Parker, Texas 75002

**Re: Whitestone Phase 3  
Inspection Fee Calculation**

Mr. Machado,

Below is our calculation of the inspection fees for this project based on the attached final invoices for your review.

**CONSTRUCTION COSTS:**

Water Improvements	\$214,200.00
Storm Drainage Improvements	\$244,915.00
Paving Improvements	\$422,725.00
Total Construction Costs	<hr/> \$881,840.00
 Inspection Fees (5%)	 \$44,092.00

Please let us know if you have any questions or if we can be of further assistance with this matter. Thank you.

Sincerely,

A handwritten signature in blue ink that appears to read 'D. Tipton'.

David Tipton  
469-628-3922  
david@overwatchtx.com

**DONIHOO FARMS, LTD.**  
4040 N. CENTRAL EXPWY., SUITE 850  
DALLAS, TX 75204  
PH. (214)368-0238

1595

FROST  
www.frostbank.com

30-9/140  
B/CHECK 96  
Details on Back.

9/14/2021

PAY TO THE  
ORDER OF City of Parker

\$ \*\*44,092.00

Forty-Four Thousand Ninety-Two and 00/100\*\*\*\*\*

DOLLARS

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

MEMO

City Inspection Fees-Whitestone Ph 3

DONIHOO FARMS, LTD.

City of Parker  
CONST DRAW-PH 3  
C.O. #

1595

City Inspection Fees  
Whitestone-Phase 3  
Invoice #090221

9/14/2021

\$ 44,092.00

City of  
Parker

CON  
DRAW

992.00

DonFarms-Const (Fro City Inspection Fees-Whitestone Ph 3

44,092.00

CITY INSPECTION  
FEE CALCULATION

# Double R Utilities, Inc.

466 Poetry Road

Royse City, TX 75189

(972)772-9060 Fax (972)772-9075

Fire Protection License SCR-U #1923444

INVOICE #220-1028-06

Date: 08-26-21

Engineering Concepts & Designs  
201 Windco Cir, Ste. 200  
Wylie, Texas 75098

Reference Project: Whitestone Estates Ph 3  
Whitestone Drive  
Parker, TX

Quantities and Prices:

Item	Quantity	Unit Price	Total
<b>***STORM***</b>			
1 Triple 24" CL.III RCP	84 LF @	\$ 192.00	\$ 16,128.00
2 Double 21" CL.III RCP	126 LF @	\$ 152.00	\$ 19,152.00
3 Double 18" CL.III RCP	74 LF @	\$ 118.00	\$ 8,732.00
4 3x24" 4:1 Type C Headwall	2 EA @	\$ 6,100.00	\$ 12,200.00
5 3x21" 4:1 Type C Headwall	2 LS @	\$ 4,890.00	\$ 9,780.00
6 2x18" 4:1 Type C Headwall	2 EA @	\$ 3,420.00	\$ 6,840.00
7 Type A Rock Rip Rap	0 SY @	\$ 88.00	\$ 0.00
8 6" Reinforced Concrete Riprap	1227 SY @	\$ 84.00	\$ 103,068.00
9 6x6" Concrete V-Channel	0 LF @	\$ 59.00	\$ 0.00
10 Remove 42" RCP	1 LS @	\$ 2,500.00	\$ 2,500.00
11 Detention Outfall Structure	1 LS @	\$ 69,015.00	\$ 69,015.00
12 Trench Safety	284 LF @	\$ 1.00	\$ 284.00
<b>SUB-TOTAL DRAINAGE AMOUNT</b>			<b>\$ 247,699.00</b>

Item	Quantity	Unit Price	Total
<b>***WATER***</b>			
1 8" C-900 PVC Pipe	4050 LF @	\$ 26.00	\$ 105,300.00
2 8" Gate Valve	15 EA @	\$ 1,459.00	\$ 21,885.00
3 Ductile Iron Fittings	0.6 TN @	\$ 9,200.00	\$ 5,520.00
4 Fire Hydrant Assembly	9 EA @	\$ 4,770.00	\$ 42,930.00
5 1" Water Service (100%)	35 EA @	\$ 559.00	\$ 19,565.00
6 Hydrostatic Test & Chlorinate	4050 LF @	\$ 0.50	\$ 2,025.00
7 Trench Safety	4050 LF @	\$ 0.25	\$ 1,012.50
8 Remove Existing Water Line	0 EA @	\$ 0.00	\$ 0.00
9 Remove Plug & Connect To Existing Water	2 EA @	\$ 2,500.00	\$ 5,000.00
10 14" Steel Encasement Sleeve	52 LF @	\$ 110.00	\$ 5,720.00
11 2" PVC Encasement Sleeve	414 LF @	\$ 20.00	\$ 8,280.00
<b>SUB-TOTAL WATER AMOUNT</b>			<b>\$ 217,237.50</b>

Item	Quantity	Unit Price	Total
<b>***MISC***</b>			
1 Payment & Performance Bond	0 LS @	\$ 0.00	\$ 0.00
2 2-YR, 10% Maintenance Bond	1 LS @	\$ 1,500.00	\$ 1,500.00
3 Jackhammer & Remove Rock in Ditch	1 LS @	\$ 2,500.00	\$ 2,500.00
<b>SUB-TOTAL MISC. AMOUNT</b>			<b>\$ 4,000.00</b>

TOTAL AMOUNT COMPLETE	\$ 468,936.50	+459,115
LESS 10% RETAINAGE	\$ 0.00	X 5%
LESS PREVIOUSLY INVOICED	\$ (380,038.05)	-22,955
TOTAL INVOICE AMOUNT	\$ 88,898.45	75

DT 8/11/21

Donihoo Farms, LTD

4040 North Central Express Way Suite 850  
Dallas, Texas 75204

Attn: Mr. Todd Winters

Todd@ecdlp.com

Nevada, Texas 75173  
PO Box 640

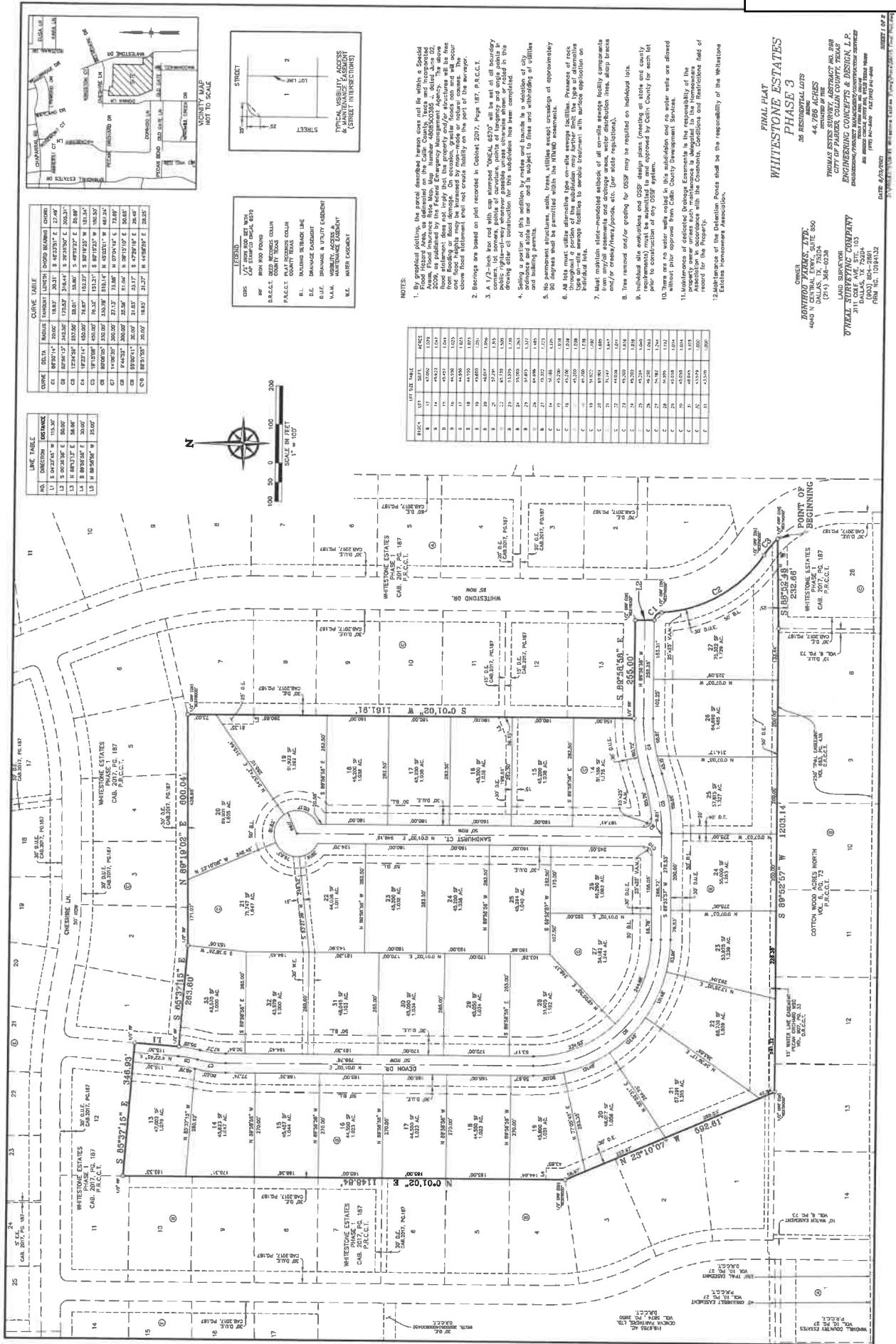
## Application For Payment

CHC Job #	2024P
Whitestone Estates, Ph. 3	
Estimate #	
Progress Thru:	8/31/2021
Retainage	

Item #	Item Description	Unit	Contract Quantity	Unit Price	Contract Amount	Prev Work Performed	Quantities This Month	Amount Due This Estimate	Quantities To Date	Total \$ Performed	% Complete
1	6" Reinf Conc Pav 3600psi (3 @ 18s)	SY	9,655	\$36.60	\$353,373.00	9655	0	\$0.00	9655	\$353,373.00	100%
2	6" Subgrade Preparation	SY	10,420	\$2.75	\$28,655.00	10420	0	\$0.00	10420	\$28,655.00	100%
3	Hydrated Lime Material	TON	188	\$178.00	\$33,464.00	188	0	\$0.00	188	\$33,464.00	100%
4	sidewalk 6'x4" 3000psi #4bars @24"	SF	0	\$5.25	\$0.00	0	0	\$0.00	0	\$0.00	0%
5	Connect to Existing Street Header	LF	48	\$30.00	\$1,440.00	48	0	\$0.00	48	\$1,440.00	100%
6	Stop Sign Mounted To Existing Light Post	EA	2	\$325.00	\$650.00	2	0	\$0.00	2	\$650.00	100%
7	Street Name Plates Mounted To Existing Light Post	EA	4	\$22.00	\$88.00	4	0	\$0.00	4	\$88.00	100%
8	Traffic Control Signs, Markers, Maintenance, Ready Removal	LS	1	\$5,600.00	\$5,600.00	1	0	\$0.00	1	\$5,600.00	100%
9	Traffic Control Signs, Devices, Barricades	LS	1	\$500.00	\$500.00	1	0	\$0.00	1	\$500.00	100%
10	Maintenance Board 12'x4'x6"	LF	1	\$7,100.00	\$7,100.00	1	0	\$0.00	1	\$7,100.00	100%
<b>Change Order #1</b>											
<b>Deleted:</b>											
1	6" Reinf Conc Pav 3600 psi; (#3 @ 18s)	SY	-9,655	\$36.60	-\$353,373.00	-9655	0	\$0.00	-9655	-\$353,373.00	100%
<b>Added:</b>											
1	6" Reinf Conc Pav 3600 psi; (#3 @ 18s)	SY	9,655	\$37.20	\$359,166.00	9655	0	\$0.00	9655	\$359,166.00	100%
<b>Added:</b>											
1	Parking & Access Dr.	SY	250	\$40.00	\$1,000.00	250	0	\$0.00	250	\$1,000.00	100%
2	6" Subgrade Prep	SY	360	\$5.00	\$1,800.00	360	0	\$0.00	360	\$1,800.00	100%
3	lime Material	TON	6	\$260.00	\$1,560.00	6	0	\$0.00	6	\$1,560.00	100%
4	Rein. Deaw. Grit	LF	475	\$40.00	\$19,000.00	475	0	\$0.00	475	\$19,000.00	100%
5	Down To Existing Concrete	LF	500	\$15.00	\$7,500.00	500	0	\$0.00	500	\$7,500.00	100%
6	6'x4" Sidewalk	LF	1,940	\$8.15	\$15,600.00	1,940	0	\$0.00	1,940	\$15,600.00	100%
7	Concrete Batching Pail 3'x7'x7'	EA	3	\$1,000.00	\$3,000.00	3	0	\$0.00	3	\$3,000.00	100%
<b>Change Order #3</b>											
<b>Delete:</b>											
1	Stop Sign Mounted To Existing Light Post	EA	-2	\$325.00	-\$650.00	-2	0	\$0.00	-2	-\$650.00	100%
2	Street Name-Blade Mounted To Existing Light Post	EA	4	\$235.00	\$940.00	4	0	\$0.00	4	\$940.00	100%

Original Contract Amount	\$426,982.00	To-Date Percentage of Contract Completion	100%	\$422,725.00
Change Orders/Extras	\$60,503.00	To-Date Amount of Work Performed		\$487,485.00
Revised Contract Amount:	\$487,485.00	Less Retainage	0%	\$0.00
Total Amount of Work Less Retainage				\$487,485.00
Less Previous Payments				-\$438,736.50
<b>Retainage Due This Estimate</b>				<b>\$48,748.50</b>

Chris Harp Construction, LLC





20150630000791540 06/30/2015 09:20:37 AM D1 1/7

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

**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: **Donahoo 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.

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

PAGE 1

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 4 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:   
C. Michael Bowen, Sr., Managing Member

**NOTARY ACKNOWLEDGMENT**

STATE OF TEXAS  
S  
S

COUNTY OF Eagle  
S  
S

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.

[REDACTED]  
DONIHO STEWART-SHEAFFER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19994012137  
MY COMMISSION EXPIRES MAY 6, 2019

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.

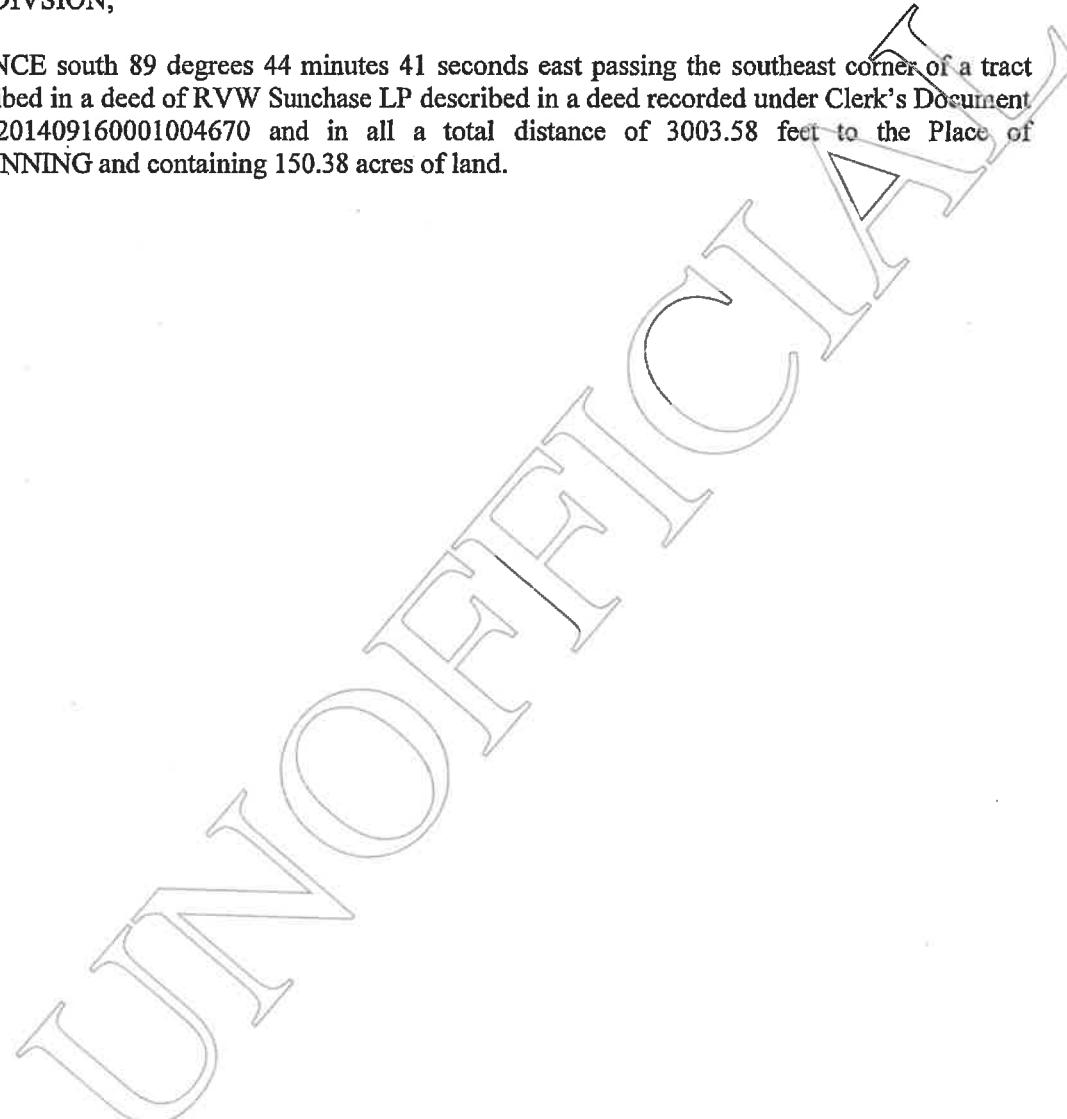


EXHIBIT "B"  
List of Permitted Exceptions

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 BVINCENT  
20150630000791540

*Stacey Kemp*

20200618000923060 06/18/2020 03:19:52 PM D1 1/7

WE-Phase 3  
38.778 Acres

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS 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 WITH VENDOR'S LIEN**

**DATE:** June 18, 2020

**GRANTOR:** Geneva Partners, Ltd.,  
a Texas limited partnership

**GRANTOR'S MAILING ADDRESS:**

4040 N. Central Expressway, Suite 850  
Dallas, Texas 75204

**GRANTEE:** Donihoo Farms, Ltd.,  
a Texas limited partnership

**GRANTEE'S MAILING ADDRESS:**

4040 N. Central Expressway, Suite 850  
Dallas, Texas 75204

**CONSIDERATION:**

Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to the undersigned paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, and an additional sum of cash in hand paid to Grantor by Frost Bank, ("Lender") at the special instance and request of and as a loan to Grantee, the receipt whereof in full by Grantor is hereby acknowledged. The purchase money payment and loan is evidenced by that certain Promissory Note ("Note") bearing even date herewith in the principal sum of \$2,870,000.00, executed by Grantee and payable to the order of Lender. The Note bears interest and is due and payable as is more particularly provided therein. The Note contains the usual provisions regarding interest on past due principal and interest, attorneys' fees and acceleration of maturity. The Note is secured by vendor's lien retained herein and by Deed of Trust of even date herewith from Grantee to Dan J. Guarino, Trustee.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

All that certain lot, tract or parcel of land lying and situated in Collin County, Texas, containing 38.778 acres of land, more or less, and being more particularly described on Exhibit A attached hereto and incorporated herein for all purposes.

**RESERVATIONS FROM CONVEYANCE:****None****EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
2. Any portion of the Property lying in a street, road or public roadway.
3. Any visible and apparent roadway or easement over or across the Property.
4. Easements, rights-of-way, and prescriptive rights, whether of record or not, whether implied or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, other than liens and conveyances, that affect the Property, rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements.
5. Easement granted by B. J. Donihoo to Pecan Orchard Water Supply recorded on March 22, 1974, in Volume 907, Page 33 of the Real Property Records of Collin County, Texas.
6. Development Agreement recorded on May 11, 2015, as Collin County Clerk's Document No. 20150511000539840 in the Real Property Records of Collin County, Texas.
7. Easement rights, if any, with respect to the electric cabinet and gas valve and any lines associated therewith located outside an easement area in the Northwest portion of the subject property, as shown on that certain Category 1A, Condition II Land Title Survey prepared by Daniel Chase O'Neal, RPLS No. 6570, of O'Neal Surveying Co., dated 06/11/2020.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, 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 the Property to Grantee and Grantee's successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, when the claim is by, through or under Grantor, but not otherwise.

**THE PROPERTY IS BEING CONVEYED IN IS "AS IS," "WHERE IS" and "WITH ALL FAULTS" BASIS AND GRANTOR DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY RELATING TO THE PROPERTY OR ANY PORTION THEREOF, OR ITS CONDITION. GRANTOR FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE IN RESPECT OF THE PROPERTY. GRANTEE AFFIRMS THAT GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH SUCH PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR HAS MADE NO WARRANTY THAT SUCH PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. GRANTEE HAS TAKEN INTO ACCOUNT AND ASSUMES SUCH RISK OF UNKNOWN, AND/OR UNDISCOVERED ADVERSE CONDITIONS IN MAKING ITS DECISION TO PURCHASE THE PROPERTY ON THE TERMS SET FORTH HEREIN.**

The vendor's lien against and superior title to the Property are retained until the Note is fully paid according to its terms, at which time this deed shall become absolute. Said vendor's lien and superior title are retained for the benefit of Lender, and are hereby transferred to Lender, without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

**EXECUTED EFFECTIVE** as of, although not necessarily on, the day and date first above shown.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY  
LEFT BLANK; SIGNATURE PAGES TO FOLLOW]*

UNOHECIAL

**GRANTOR:**

**Geneva Partners, Ltd.,**  
a Texas limited partnership

By: Warner Land Advisors, L.P.,  
a Texas limited partnership,  
General Partner

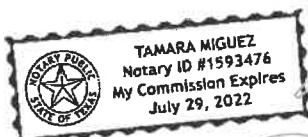
By: Warner Capital, L.L.C.,  
a Texas limited liability company,  
General Partner

By: *Stephen L. Sallman, Mgr.*  
Stephen L. Sallman,  
Manager

**STATE OF TEXAS**      §§  
**COUNTY OF DALLAS**      §§

This instrument was acknowledged before me on June 17, 2020, by Stephen L. Sallman, Manager of Warner Capital, LLC, a Texas limited liability company, the General Partner of Warner Land Advisors, L.P., a Texas limited partnership, the General Partner of Geneva Partners, Ltd., a Texas limited partnership, on behalf thereof and in the capacity herein stated.

(seal)



*Tamara Miguez*  
Notary Public, State of Texas

**GRANTEE:**

**Donihoo Farms, Ltd.,**  
a Texas limited partnership

By: DF Advisors, LLC,  
a Texas limited liability company,  
General Partner

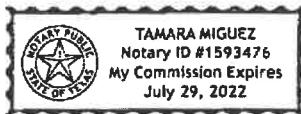
By: Stephen L. Sallman, Mgr.  
Stephen L. Sallman,  
Manager

**STATE OF TEXAS**

**COUNTY OF DALLAS**

This instrument was acknowledged before me on June 17, 2020, by Stephen L. Sallman, Manager of DF Advisors, LLC, a Texas limited liability company, General Partner of **Donihoo Farms, Ltd.**, a Texas limited partnership, on behalf thereof and in the capacity herein stated.

(seal)



Tamara Miguez  
Notary Public, State of Texas

After recording, return to:

Donihoo Farms, Ltd.  
4040 N. Central Expressway, Suite 850  
Dallas, Texas 75204  
Attn: Stephen L. Sallman

Prepared in the law offices of:

Sims Moore Hill & Gannon, L.L.P.  
211 E. Franklin Street  
P. O. Box 1096  
Hillsboro, Texas 76645

**EXHIBIT A****38.778 Acre Tract**

BEING 38.778 ACRES OF LAND SITUATED IN THE THOMAS ESTES SURVEY, ABSTRACT NUMBER 298, COLLIN COUNTY, TEXAS, BEING A PORTION 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, (OPRCCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND IN THE WEST LINE OF WHITESTONE DRIVE (85' RIGHT-OF-WAY) AND THE SOUTH LINE OF THE ABOVE-MENTIONED 119.9785 ACRE TRACT, AND BEING AT THE NORTHEAST CORNER OF LOT 28, BLOCK B, WHITESTONE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED IN CABINET 2017, PAGE 187, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT);

THENCE SOUTH 88 DEGREES 52 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 119.9785 ACRE TRACT, A DISTANCE OF 232.66 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET AT THE NORTHWEST CORNER OF THE ABOVE-MENTIONED LOT 28, SAME BEING THE NORTHEAST CORNER OF LOT 8, COTTON WOOD ACRES NORTH, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY TEXAS BY PLAT THEREOF RECORDED IN VOLUME 6, PAGE 73, (PRCCT);

THENCE SOUTH 89 DEGREES 52 MINUTES 57 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 119.9785 ACRE TRACT AND THE COMMON NORTH LINE OF THE ABOVE-MENTIONED COTTON WOOD ACRES NORTH ADDITION, A DISTANCE OF 1203.14 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK B OF THE ABOVE-MENTIONED WHITESTONE ESTATES, PHASE 1;

THENCE NORTH 23 DEGREES 10 MINUTES 07 SECONDS WEST, OVER AND ACROSS SAID 119.9785 ACRE TRACT AND WITH AN INTERIOR EAST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 592.61 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE COMMON EAST CORNER OF LOT 3 AND LOT 4, BLOCK B OF SAID WHITESTONE ESTATES, PHASE 1;

THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS EAST, WITH AN INTERIOR EAST LINE OF SAID WHITESTONE ESTATES, PHASE 1, A DISTANCE OF 808.20 FEET TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF SAID 119.9785 ACRE TRACT AND THE COMMON SOUTH LINE OF THAT CERTAIN CALLED 150.38 ACRE TRACT AS DESCRIBED TO DONIHOO FARMS, LTD. BY DEED RECORDED IN INSTRUMENT NUMBER 20150630000791540, (OPRCCT);

THENCE NORTH 89 DEGREES 19 MINUTES 02 SECONDS EAST, WITH THE COMMON LINE OF SAID 119.9785 ACRE TRACT AND THE ABOVE-MENTIONED 150.38 ACRE TRACT, A DISTANCE OF 1200.09 FEET TO A 1/2" IRON ROD FOUND IN AN INTERIOR WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1;

THENCE SOUTH 00 DEGREES 02 MINUTES 02 SECONDS WEST, WITH INTERIOR WEST LINE OF SAID WHITESTONE ESTATES, PHASE 1, AND OVER AND ACROSS SAID 119.9785 ACRE TRACT, A DISTANCE OF 990.00 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 13, BLOCK C OF SAID WHITESTONE ESTATES, PHASE 1;

THENCE SOUTH 89 DEGREES 58 MINUTES 58 SECONDS EAST, WITH THE SOUTH LINE OF THE ABOVE-MENTIONED LOT 13, BLOCK C AND CONTINUING OVER AND ACROSS SAID 119.9785 ACRE TRACT, A DISTANCE OF 255.00 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET IN THE WEST LINE OF WHITESTONE DRIVE;

THENCE CONTINUING OVER AND ACROSS SAID 119.9785 ACRE TRACT AND WITH THE WEST LINE OF WHITESTONE DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 00 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 86 DEGREES 50 MINUTES 14 SECONDS, A RADIUS OF 20.00 FEET AND A LONG CHORD THAT BEARS SOUTH 46 DEGREES 33 MINUTES 51 SECONDS EAST, A DISTANCE OF 27.49 FEET;
- 2) SOUTHEASTERLY WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 30.31 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 52 DEGREES 56 MINUTES 13 SECONDS, A RADIUS OF 342.50 FEET AND A LONG CHORD THAT BEARS SOUTH 29 DEGREES 36 MINUTES 50 SECONDS EAST, A DISTANCE OF 305.31 FEET;
- 3) SOUTHEASTERLY WITH SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 316.44 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD" FOUND AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 12 DEGREES 24 MINUTES 59 SECONDS, A RADIUS OF 257.50 FEET AND A LONG CHORD THAT BEARS SOUTH 49 DEGREES 52 MINUTES 27 SECONDS EAST, A DISTANCE OF 55.69 FEET;
- 4) SOUTHEASTERLY WITH SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 55.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.778 ACRES OF LAND, MORE OR LESS.

Exhibit A - Page 2 of 2



Filed and Recorded  
 Official Public Records  
 Stacey Kemp, County Clerk  
 Collin County, TEXAS  
 06/18/2020 03:19:52 PM  
 \$50.00 TBARNETT  
 20200618000923060



## RESOLUTION NO. 2015-471

*(Development Agreement - Donihoo Farms)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND GENEVA PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP AND WARNER LAND ADVISORS, L.P., A TEXAS LIMITED PARTNERSHIP PROVIDING FOR A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 131.6 ACRES OF LAND IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PARKER DESCRIBED IN EXHIBIT A, ATTACHED HERETO; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code; and

**WHEREAS**, the Parker City Council has reviewed an agreement by and between the City of Parker and GENEVA PARTNERS, LTD., A Texas limited partnership and WARNER LAND ADVISORS, L.P., a Texas limited partnership, entitled "Development Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the Parker City Council finds that the terms thereof are in the best interests of the City and its residents, and should be approved;

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

**SECTION 1.** The terms of the Agreement are approved.

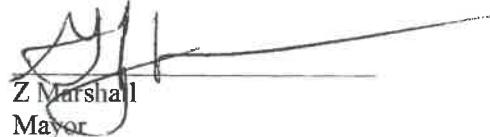
**SECTION 2.** The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

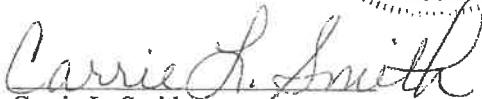
**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Texas on this the 21st day of April, 2015.

**CITY OF PARKER**



  
Z. Marshall  
Mayor

**ATTEST:**



Carrie L. Smith  
City Secretary

**APPROVED AS TO FORM:**

  
James E. Shepherd  
City Attorney



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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and executed this 21<sup>st</sup> day of April, 2015 (the “Effective Date”), by and among the CITY OF PARKER, TEXAS, a municipal corporation existing under the laws of the State of Texas (the “City”), GENEVA PARTNERS, LTD., A Texas limited partnership (“Property Owner”), and WARNER LAND ADVISORS, L.P., a Texas limited partnership (“Developer”). The City, the Property Owner and the Developer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, Property Owner is the owner of that certain approximate 131.6 acre tract of land located in the extraterritorial jurisdiction (“ETJ”) of the City and being more particularly described on Exhibit A attached to this Agreement and made a part hereof (the “Property”), and

WHEREAS, the Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement, and

WHEREAS, the Property Owner has been notified of his right under Section 43.033(7) of the Texas Local Government Code (the “Local Government Code”), to enter into a development agreement in lieu of annexation by the City, and the Property Owner has waived and does waive his right to avoid annexation of land under an agricultural exemption; all as set forth in this Agreement, and

WHEREAS, the Parties desire that the Property be developed into a quality development and agree that the securing of financing for the development of the Property requires an agreement providing long term certainty in regulatory requirements and development standards regarding the Property, and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability regarding future development of the Property that can be provided by a development agreement for property that is currently located in the ETJ of the City, and which is to be annexed into the City as set forth in this Agreement, and

WHEREAS, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code,

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## I. DEFINITIONS.

**“City Council”** means the City Council of the City.

**“Development Plan”** means the Development Plan attached hereto as **Exhibit B** which Development Plan and includes the Development Standards attached hereto as **Exhibit C**.

**“Lender”** means a person or entity that receives a collateral assignment, pledge, security interest, lien or other encumbrance of or in all or any part of the Property or in Developer’s right, title and interest in and to this Agreement to secure repayment of a debt or performance of an obligation by Developer.

**“Lot Owner”** means any “end-buyer of a fully developed and improved lot” within any platted single family residential subdivision as such phrase is used in Section 212.172(f) of the Local Government Code. Without limiting the foregoing, for purposes of this Agreement: (A) the term “end-buyer” means any owner, developer, tenant, user or occupant and (B) the term “fully developed and improved lot” means any lot, regardless of the use, for which a final plat has been approved by the City and recorded in the Official Real Property Records of Collin County, Texas.

## II. ANNEXATION AND DEVELOPMENT.

**1. Agreement Not to Annex.** The City guarantees the continuation of the extraterritorial status of the Owner’s Property, its immunity from annexation by the City, and its immunity from City Property taxes, until annexed under the terms of this Agreement.

**2. Development Plan.** Development of the property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as **Exhibit B** (as the same may be modified from time to time by written agreement of the Owner, the Developer and the City, the **“Development Plan”**). All development applications shall substantially comply with the Development Plan. Owner may make minor revisions to the development plan so long as the total number of single-family lots does not exceed ninety-one (91) lots. All ordinance provisions of the City not specifically modified by specific provisions of the Development Plan and Development Standards shall be in effect and enforceable within the property as they are in the remainder of the City. No lot shall be less than one net acre in size.

**3. Regulations Applicable.** The following regulations apply to development of the Property (“Governing Regulations”):

- a.** All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan);
- b.** The City’s current subdivision ordinance (as of the Effective Date of this Agreement); and
- c.** The special regulations set forth on **Exhibit C** (“Development Standards”).

d. All uniform building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by the City from time to time, including generally applicable local amendments thereto; and

e. Development of the Property shall be governed by and occur in accordance with the development regulations set forth in the City's Single Family Transitional (SFT) Zoning Classification of Chapter 156 of the Code of Ordinances, as specifically modified by the Development Standards attached hereto as Exhibit C.

4. **Inconsistent Development.** Developer agrees that any development application that is submitted to the City for any portion of the Property during the term of this Agreement that is inconsistent with the Governing Regulations may be denied by the City.

5. **Annexation and Zoning.** The Parties agree that the Property shall not be annexed by the City prior to the fifth anniversary of this Agreement unless (a) the Property is no longer wholly owned by the Owner, or (b) the Owner files with the City a petition for annexation for the Property, whichever (a) or (b) may first occur. The petition to annex must be submitted within ten (10) business days after the recordation of a final plat for the Property. Owner expressly agrees and consents that the Property may be annexed, in whole or in part, by the City on the first occurring of the following:

a. The fifth anniversary date of this Agreement has passed,

b. The Owner does not own the Property, either through conveyance to an end buyer, or through foreclosure, or otherwise; or

c. Failure to submit a valid final plat within the first five years after the Effective Date of this Agreement, and/or failure to timely submit a petition for annexation.

d. Upon annexation, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the City limits. Following annexation, the Parties contemplate and the Owner expressly agrees that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations. The City agrees, to the extent permitted by Section 212.172 of the Texas Local Government Code, to zone the Property to a district (SF or SFT) that is consistent with the Governing Regulations. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of the Property, any development of the annexed land may begin and shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Owner may, at its option, choose to develop in accordance with such zoning.

### III. WATER SYSTEM.

1. **Certificate of Convenience and Necessity** - The City is the holder of a water CCN that includes the Property.

2. **Water Service** - The City hereby represents that water capacity and pressures shall be available to serve the Development on the same basis as other properties within the same service area as the development. Owner agrees and acknowledges the water supply to the City and the Property is subject to the terms and conditions of the City's sole source of potable water, the North Texas Municipal Water District, and the City has no duty to provide any additional source, quantity, or quality of water to the Property than that provided by NTMWD to the City.

### IV. ROADWAY SYSTEM.

1. **Donihoo Lane** – Developer will not be required to make any improvements to Donihoo Lane.

2. **Hackberry Lane** – Developer will not be required to make any improvements to Hackberry Lane.

3. **Interior Roadway Construction** – On all interior roads in the subdivision, the City will allow the Developer to dedicate fifty (50) foot wide rights of way, with the exception of the N/S Residential Collector which shall have an eighty-five (85) foot right of way with a concrete section of thirty-two feet in width. Stamped concrete is not permitted

### V. TERM OF AGREEMENT.

This Agreement is a development agreement authorized by Section 212.172 of the Local Government Code. This Agreement shall continue in effect for a term of fifteen (15) years after the Effective Date and may be renewed by written agreement of the City and the Developer for two (2) successive periods of fifteen (15) years each, up to a maximum of forty-five (45) years after the Effective Date.

### VI. COLLATERAL ASSIGNMENT BY DEVELOPER TO LENDER.

Developer shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber its right, title and interest in and to this Agreement for the benefit of its Lender without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability, or, unless the Lender becomes the Property Owner of all or some portion of the Property. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial.

## VII. TERMINATION.

In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. This Agreement may be terminated by the mutual written agreement of the Parties.

## VIII. DEFAULTS.

1. If a party is in default under this Agreement, the non-defaulting party must notify all parties in writing of an alleged failure by the non-defaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within thirty (30) days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

2. The non-defaulting party must determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting party. The alleged defaulting party must make available, if requested, any records, documents or other information necessary to make the determination.

3. If the non-defaulting party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, or that such failure is excusable, such determination must conclude the investigation.

4. If the non-defaulting party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured in a manner and in accordance with a scheduling reasonably satisfactory to the non-defaulting party, then the non-defaulting party may proceed to mediation.

5. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described hereinabove, the parties agree to submit the disputed issue to non-binding mediation. All parties to this Agreement shall participate in this mediation. The parties must participate in good faith, but in no event must they be obligated to pursue mediation that does not resolve the issue within two (2) days after the mediation is initiated or fourteen (14) days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally.

6. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the non-defaulting party may file suit

in a court of competent jurisdiction in Collin County, Texas, and seek any relief available at law or in equity.

## IX. MISCELLANEOUS

**1. Notice.** Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given (i) by certified or registered mail and shall be deemed to have been given and received two (2) days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, or (ii) by personal delivery and/or by recognized overnight delivery service and shall be deemed to have been given and received upon such delivery. Such notice shall be given to the parties hereto at the address set forth in Exhibit D attached hereto. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

**2. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

**3. Savings/Severability.** In case anyone or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**4. Authority.** Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

**5. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to the Agreement.

**6. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

**7. Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

**8. Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

**9. Time is of the Essence.** Time is of the essence in this Agreement.

**10.** This Agreement constitutes a “permit” (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.

**11. Recordation and Releases and Estoppel**

**a. Recordation.** Pursuant to the requirements of Section 212.72(c) (4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property (“Successors”); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term “end-buyer” means any owner, developer, tenant, user, or occupant; (B) the term “fully developed and improved lot” means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term “land use and development regulation that apply to specific lots” mean the Development Standards applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).

**b. Releases.** From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff may execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the City Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the Property, if, in the sole discretion of the City Administrator, such releases are in the best interest of the City. Notwithstanding any other provision of this Agreement, any portion of the Property released from this agreement may be immediately annexed by the City, as may any portion of the Property conveyed to an “end user”.

**c. Estoppel.** From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the City, the parties are in substantial compliance with their material obligations under this Agreement.

**12. Assignment of Agreement.** Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of the City, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of Developer’s obligations as set forth in this Agreement.

**13. Authority.** Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

**14. Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed; and pursuant to Section 212.172 of the TEX.LOC.GOV'T CODE as to the City.

**15. Binding Effect.** This Agreement runs with the land and will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.

**16. Authority.** The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of the Developer has been authorized to do so. Each assignee, lender or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

**17. Governmental Powers; Waivers of Immunity.** By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights.

Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

**18. Effective Date.** The Effective Date of this Development Agreement shall be either (i) the date on which this Agreement is approved by the City Council of the City or (ii) the date on which rezoning acceptable to Developer on the adjacent 322 acres (which is the subject of Developer's application for rezoning dated January 21, 2015) is approved by the City Council. The Agreement must be approved and executed by Owner and Developer prior to the City approval.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of  
April 21, 2015.

**PROPERTY OWNER:**

GENEVA PARTNERS, LTD.,

a Texas limited partnership

By: Stephen L. Sallman, Mgr.

Name: Stephen L. Sallman

Title: Manager

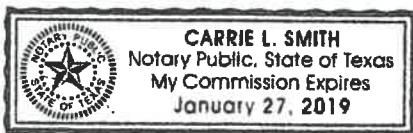
STATE OF TEXAS §

§

COUNTY OF DALLAS §

Collin

This instrument was acknowledged on the 21 day of April, 2015,  
 by Stephen L. Sallman, Manager of Geneva Partners, Ltd. on behalf of said partnership.



Carrie L. Smith  
 Notary Public in and for the State of Texas  
 My Commission Expires: 1/27/2019

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

**DEVELOPER:**

WARNER LAND ADVISORS, L.P.,  
a Texas limited partnership

By: Warner Capital, L.L.C.,  
a Texas limited liability company,  
Its general partner

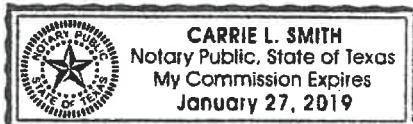
By: Stephen L. Sallman, Mgr.  
Name: Stephen L. Sallman  
Title: Manager

STATE OF TEXAS §

§

COUNTY OF DALLAS §  
COLLIN

This instrument was acknowledged on the 21<sup>st</sup> day of April,  
2015, by Stephen L. Sallman, Manager of Warner Capital, LLC, a Texas limited liability  
company, the General Partner of Warner Land Advisors, L.P., a Texas limited partnership, on  
behalf of said company and limited partnerships.



Carrie L. Smith

Notary Public in and for the State of Texas

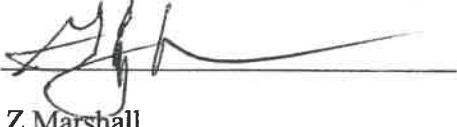
My Commission Expires: 1/27/2019

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

CITY:

CITY OF PARKER, TEXAS



By: 

Name: Z Marshall

Title: Mayor

ATTEST:



Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

By: 

Name: James E. Shepherd

Title: City Attorney

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SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

**SCHEDULE OF EXHIBITS:**

Exhibit A – Description of Property

Exhibit B – Development Plan

Exhibit C – Development Standards

Exhibit D – Address for Notices

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SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

EXHIBIT ADescription of Property

## TRACT 1

## METES AND BOUNDS DESCRIPTION

4760S  
BEING a tract of land situated in the Thomas Estes Survey, Abstract No. 298, City of Parker, Collin County, Texas the subject tract being a portion of a tract of land conveyed to Billy Joe Donihoo according to the deed recorded in County Clerk's File Number 97-0009145 of the Deed Records of Collin County, Texas (DRCCT), the subject tract being more particularly described as follows;

BEGINNING at a "PK" nail set in the approximate center line of Hackberry Lane, same being the southwest corner of a tract of land conveyed to Mark Matheney according to the deed recorded in County Clerk's File Number 97-0021137 (DRCCT), from said "PK" nail a 1/2" iron pin found bears N 10° 04' 23" E, a distance of 203.03 feet;

THENCE, N 89° 59' 26" E, along the south line of said Matheney Tract, a distance of 1305.95 feet to a 1/2" iron pin found at corner;

THENCE, N 01° 42' 02" E, along the east line of said Matheney Tract, a distance of 200.76 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a 1/2" iron pin found bears N 04° 25' 45" W, a distance of 2.94 feet;

THENCE, N 89° 58' 50" E, passing a 1/2" iron pin found on line at a distance of 2696.05 feet and continuing a total distance of 2716.10 feet to a 1/2" iron pin with a yellow cap stamped Precise Land Surveying found at corner, from which a 1/2" iron pin found bears N 42° 39' 18" W, a distance of 1.19 feet;

THENCE, S 00° 32' 01" W, along the west line of Parker Estates, an addition to the City of Parker according to the file plat recorded in Cabinet A, Page 198 (DRCCT), a distance of 727.24 feet to a 1/2" iron pin found at corner;

THENCE, S 00° 53' 21" W, along the west line of a tract of land conveyed to Tareef Jarjour et. al, according to the deed recorded in Volume 2147, Page 41 (DRCCT), a distance of 636.64 feet to a 1/2" iron pin with a red cap found at the southwest corner of said Jarjour Tract and the northwest corner of a tract of land conveyed to Douglas P. Williams according to the deed recorded in Volume 1463, Page 303 (DRCCT), same being the northeast corner of a tract of land conveyed to Chieh Chen and Sherry K. Chern according to the deed recorded in County Clerk's File Number 92-0029270 (DRCCT);

THENCE, S 89° 31' 21" W, along the north line of said Chen Tract, a distance of 388.43 feet to a 1/2" iron pin found at the northeast corner of Cottonwood Acres North, an addition to the City of Parker according to the file plat recorded in Volume 6, Page 84 (DRCCT);

THENCE, N 89° 29' 17" W, along the north line of said Cottonwood Acres North, a distance of 1604.36 feet;

THENCE, S 00° 39' 53" W, a distance of 3.96 feet to the northeast corner of Windmill Country Estates, an addition to the City of Parker according to the file plat recorded in Volume 10, Page 27 (DRCCT);

THENCE, S 89° 44' 29" W, along the north line of said Windmill Country Estates, and towards the south side of Donihoo Lane, a distance of 2026.43 feet to a 1/2" iron pin found at the northwest corner of said Windmill Country Estates;

THENCE, N 86° 17' 09" W, a distance of 25.01 feet;

THENCE, N 01° 36' 54" E, along the approximate center line of said Hackberry Lane, a distance of 1162.81 feet to the PLACE OF BEGINNING with the subject tract containing 5,226.264 square feet or 119.9785 acres of land.

pg A-1

TRACT 1 (CONT.)

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Thomas Estes Survey, Abstract No. 298, City of Parker, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Chih-Chieh Chen and Sherry K. Chern according to the deed recorded in County Clerk's File No. 92-0029270 of the Deed Records of Collin County, Texas (DRCCT), the subject tract being more particularly described as follows;

4835S

BEGINNING at a 1/2" iron pin found with a red cap at the northeast corner of the subject tract same being the southeast corner of a tract of land conveyed to Geneva Partners, Ltd. according to the deed recorded in Volume 5874, Page 2850 (DRCCT), said point being the southwest corner of a tract of land conveyed to Tareef Jarjour et al according to the deed recorded in Volume 2147, Page 41 (DRCCT), and further being the northwest corner of a tract of land conveyed to Douglas F. Williams according to the deed recorded in Volume 1463, Page 303 (DRCCT);

THENCE, S 00° 34' 37" W, along the west line of said Williams Tract, a distance of 458.31 feet to a 1" iron pipe found at the southwest corner of said Williams Tract;

THENCE, S 00° 44' 55" W, along the west line of a tract of land conveyed to Plano Independent School District according to the deed recorded in Volume 5571, Page 4618 (DRCCT), a distance of 850.24 feet to a point for corner;

THENCE, S 89° 58' 09" W, along a north line of said Plano Independent School District Tract passing a wood fence corner post found at the northwest corner of said Plano Independent School District Tract at a distance of 30 feet and continuing along the north line of a tract of land conveyed to Geoffery L. Condren according to the deed recorded in County Clerk's File No. 94-0015084 (DRCCT), a total distance of 387.33 feet to a wood fence corner post found at the northwest corner of said Condren Tract, same being in the east line of Cottonwood Acres North, an addition to the City of Parker according to the file plat recorded in Volume 6, Page 84 (DRCCT);

THENCE, N 00° 38' 33" E, along the east line of said Cottonwood Acres North, passing a 1/2" iron pin found on line at a distance of 129.68 feet, continuing a total distance of 1305.51 feet to a 5/8" iron pin found at the northeast corner of said Cottonwood Acres North, same being in the south line of said Geneva Partners, Ltd tract;

THENCE, N 89° 31' 21" E, along the south line of said Geneva Partners, Ltd tract, a distance of 388.43 feet to the PLACE OF BEGINNING with the subject tract containing 507,485 square feet or 11.6503 acres of land.

Pg. A-2

## EXHIBIT A

## PROPERTY DESCRIPTION

## TRACT 2

J.E. SMITH, LAND SURVEYOR  
 5269 HWY NO. 377 SOUTH  
 AUBREY, TEXAS 76227

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 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 1/2 inch iron rod set for the Northeast corner of 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 recorded in Volume 6, page 87 of the Collin County Map Records, said corner also being the Southeast corner of a record 319.024 acre tract described in a deed to Douglas Hall, Ltd., recorded in Volume 5434, page 940 of the Collin County Land Records;

THENCE with an old road and the East line of the THOMAS ESTES SURVEY, South 01 degrees 18 minutes 21 seconds West 97.68 feet to an 1/2 inch iron rod found at the Southwest corner of said Easy Acres Addition;

THENCE continuing with said old road and the East line of the THOMAS ESTES SURVEY, South 00 degrees 50 minutes 59 seconds West 2,110.69 feet to a 5/8 inch iron rod found for corner, said corner being the Northeast corner of the tract described in a deed to Billy Joe Denhoff, recorded under Clerk's File No. 97-0009145;

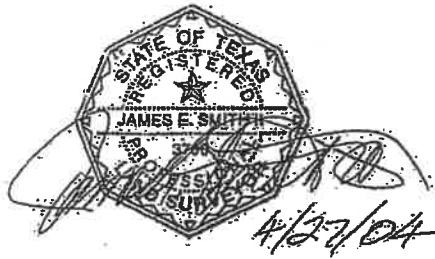
THENCE North 89 degrees 36 minutes 13 seconds West at 2716.56 feet passing an 1/2 inch iron rod set at the Northeast corner of a record 3.00 acre tract (described in a deed recorded in Volume 3873, page 413 of the Collin County Land Records) and in all a total distance of 2854.56 feet to the Southeast corner of Sycamore Estates Subdivision (an addition to the City of Parker, according to the plat thereof as recorded in Volume 11, page 59 of the Collin County Map Records) for the Southwest corner hereof;

THENCE along the East line of said Sycamore Estates Subdivision, North 01 degrees 42 minutes 07 seconds East 344.20 to an 1/2 inch iron rod found at a re-entrant corner hereof;

THENCE North 89 degrees 57 minutes 13 seconds West 132.47 feet to an 1/2 inch iron rod found at an exterior ell corner hereof;

THENCE continuing with the East line of said Sycamore Estates Subdivision, North 00 degrees 12 minutes 07 seconds East 1859.47 feet to an 1/2 inch iron rod set at the Northeast corner of said Sycamore Estates Subdivision for the Northwest corner hereof, said corner being on the South line of said 319.024 acre tract;

THENCE South 89 degrees 42 minutes 32 seconds East a distance of 3003.76 feet to the Place of BEGINNING and containing 150.41 acres of land.



## EXHIBIT A

## PROPERTY DESCRIPTION

## TRACT 3

J.E. SMITH, LAND SURVEYOR  
 5269 HWY NO. 377 SOUTH  
 AUBREY, TEXAS 76227

All that certain tract or parcel of land lying and being situated in the City of Parker, Collin County, Texas, and being a part of the G.W. GUNNELL SURVEY, ABSTRACT NO. 350, and being that tract of land designated Parker Estates according to the plat thereof recorded in Cabinet 10, Page 28 of the Collin County Map Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at an  $\frac{1}{2}$  inch iron rod found on the West right-of-way line of F.M. Highway No. 2551 at the Southeast corner of Easy Acres Addition, an addition to Collin County according to the plat thereof recorded in Volume 6, Page 87 of the Collin County Map Records, said corner being the Northeast corner of the premises herein described; THENCE along the West right-of-way line of said F.M. Highway No. 2551, South 00 degrees 41 minutes 57 seconds West 1664.10 feet to an  $\frac{1}{2}$  inch iron rod set at a point of curvature;

THENCE continuing along the West right-of-way line of said F.M. Highway along a curve to the left subtended by an angle of 12 degrees 17 minutes 20 seconds and a radius of 1954.86 feet, with a chord that bears South 05 degrees 26 minutes 43 seconds East 418.48 feet, an arc length of 419.28 feet to an  $\frac{1}{2}$  inch iron rod set on the East line of said GUNNELL SURVEY;

THENCE along the East line of the G.W. GUNNELL SURVEY, South 00 degrees 48 minutes 47 seconds West passing the Northwest corner of a record 9.723 acre tract described in a deed recorded under Clerk's File No. 95-0023382 and in all a total distance of 748.16 feet to an  $\frac{1}{2}$  inch iron rod set for the Southeast corner hereof;

THENCE South 89 degrees 59 minutes 09 seconds West at 40.7 feet passing a  $\frac{1}{2}$  inch iron rod found and in all a total distance of 2676.56 feet to an  $\frac{1}{2}$  inch iron rod set on the West line of said GUNNELL SURVEY for the Northwest corner of a record 34.996 acre tract (described in a deed recorded in Volume 2147, Page 41 of the Collin County Land Records) and the Southwest corner hereof;

THENCE with an old road and the West line of said GUNNELL SURVEY (common with the East line of the THOMAS ESTES SURVEY, ABSTRACT NO. 298), North 00 degrees 49 minutes 04 seconds East 726.61 feet to a 5/8 inch iron rod found at the Southeast corner of a tract described in a deed to Parker Estates Associates recorded in Volume 1901, Page 930 of the Collin County Land Records;

THENCE continuing with said old road in the West line of the G.W. GUNNELL SURVEY, North 00 degrees 50 minutes 59 seconds East 2110.69 feet to an  $\frac{1}{2}$  inch iron rod found at the Southwest corner of said Easy Acres Addition for the Northwest corner hereof;

THENCE South 89 degrees 48 minutes 14 seconds East a distance of 2626.11 feet to the Place of BEGINNING and containing 171.93 acres of land.

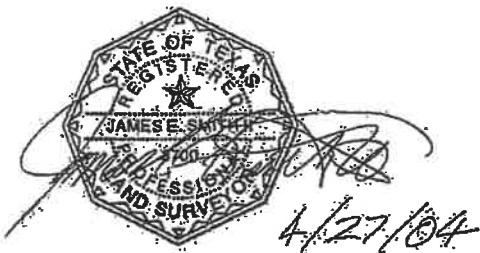


EXHIBIT B  
DEVELOPMENT PLAN



**SEC Planning, LLC**  
Land Planning + Landscape Architecture + Community Branding  
AUSTIN, TEXAS  
512.242.0200 | 512.242.0200  
www.secplanning.com | info@secplanning.com

**TRACT 1 LOTTING PLAN  
DONHO FARMS  
PARKER, TEXAS**  
**WARNER GROUP, INC.**

Res 2015-471

The developer has reserved the right, without notice, to make changes to this map and other aspects of the development, including, but not limited to, changes in zoning, county, city, or governmental requirements, or other laws, rules, or regulations.

**EXHIBIT C****Development Standards**

The following uses and standards shall be applied to the Property:

**1 . Uses:**

- a. Single Family Residential and accessory uses per SFT zoning district requirements in the City Comprehensive Zoning Ordinance..

**2. Building Regulations for Property:**

- a. Minimum Lot Size: One Acre

- b. Average Lot Size: 1.30 acres gross average / 1.2 acre net average (over entire Property – not per platted phases )

- c. Minimum Width on Lots 1.5 acres or greater in size : 150 ft except as restricted below in Item 2.f. Adjacent Subdivision Requirements

- d. Setbacks for all Lots: Front Setback = 50', Side Setback 25', Rear Setback = 30', Corner Setback = 50'

- e. Cul-de-sacs - Cul-de-sacs may be up to 1,500 linear feet in length.

- f. Adjacent Subdivision Requirements:

- (i) Lot widths adjacent to Windmill Country Estates and Cottonwood Acres North Additions shall not be less than 200 feet;

- (ii) Lot width contiguous to Hackberry Lane shall not be less than 200 feet.

**3. Building Materials**

- a. Total Exterior Elevation --- 90% brick, stucco, stone, or masonry, exclusive of windows, doors, gables and trim.

- b. Any Single Elevation --- not less than 75% brick, stucco or

stone, on any one elevation, exclusive of windows, doors, gables and trim.

4. **Minimum Living Area** — Minimum 3000 square feet (air conditioned) on all lots.
5. **Outbuildings** — Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot. Outbuildings do not include accessory dwellings, which require a special use permit from the City.
6. **Fencing** — wrought iron or rail fencing per City of Parker ordinances.
7. **Utilities** — All utilities shall be installed underground.
8. **Mailboxes** - to be constructed of brick or stone material and located at the edge of street.
9. **Other Standards** — Unless addressed hereinabove, the development must comply with the requirements of the City's SFT zoning district and Subdivision Ordinance in effect on the Effective Date of the Development Agreement.

Filed and Recorded  
Official Public Records  
Stacey Kamp, County Clerk  
Collin County, TEXAS  
05/11/2015 09:48:23 AM  
\$94.00 CJAMAL  
20150511000539840



A handwritten signature in black ink that reads "Stacey Kamp".