



AGENDA

PLANNING AND ZONING COMMISSION MEETING

MAY 25, 2023 @ 7:00 PM

Notice is hereby given: the Planning and Zoning Commission for the City of Parker will hold a Meeting on Thursday, May 25, 2023, at 7:00 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002. The meeting will be open to the public and live streamed.

Pursuant to Texas Government Code § 551.127, notice is given that it is the intent of the Planning and Zoning Commission that a quorum of the Commission will be physically present for the above-referenced meeting at Parker City Hall, 5700 E. Parker Road, Parker Texas. Some Commissioners or City employees may participate in this meeting remotely by means of video conference call in compliance with state law.

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 REGARDING APPROVAL OF THE MEETING MINUTES FOR FEBRUARY 9, 2023.
2. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES, PHASE 5 FINAL PLAT, INCLUDING VACATING THE PLAT OF PARKER ESTATES, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, RECORDED IN VOLUME 10, PAGE 28 OF THE MAP OR PLAT RECORDS OF COLLIN COUNTY, TEXAS. [MACHADO]

ROUTINE ITEMS

FUTURE AGENDA ITEMS

ADJOURN

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

I certify that this Notice of Meeting was posted on or before May 19, 2023 by 5:00 p.m. at the Parker City Hall.

Date Notice Removed

Patti Scott Grey, City Secretary

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



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: May 19, 2023
Exhibits:	<u>Proposed Minutes</u>

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING APPROVAL OF THE MEETING MINUTES FOR FEBRUARY 9, 2023.

SUMMARY

Please review the attached minutes. If you have any questions, comments, and/or corrections, please contact the City Secretary at 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:	05/18/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	05/18/2023 via Municode
Public Work Director	<i>Gary Machado</i>	Date:	05/19/2023

MINUTES

PLANNING AND ZONING COMMISSION MEETING

February 9, 2023

CALL TO ORDER – Roll Call and Determination of a Quorum

The Planning & Zoning Commission met on the above date. Chair Wright called the meeting to order at 7:10 P.M.

Commissioners Present:

X Chair Russell Wright
 X Vice Chair Joe Lozano
 X Secretary Wei Wei Jeang
 X Commissioner David Leamy
 X Commissioner Jasmat Sutaria

Alternate Todd Fecht
 X Alternate Larkin Crutcher
 Alternate JR Douglas

Staff/Others Present:

X Public Works Dir. Gary Machado
 City Secretary Patti Scott Grey

Interim City Attorney Catherine Clifton
 City Administrator Luke B. Olson

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 to present public comments.

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING APPROVAL OF THE MEETING MINUTES FOR DECEMBER 8, 2022.

MOTION: Commissioner Lozano moved to approve the minutes. Commissioner Leamy seconded the motion with the remaining Commissioners voting for. Motion carried 5-0.

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON KING'S CROSSING PHASE 5 PRELIMINARY PLAT.

Director Machado indicated that all issues have been satisfactorily addressed. Commissioner Lozano also noted that the inconsistency in the address of the engineering firm on the application and on the plat has been addressed (the engineering firm occupies both suites so both suite numbers are correct), an error of certain lot sizes on the plat have been corrected, and a table has been added to the plat to aid in identification of lot numbers. Director Machado indicated that the city and the developer are working on reaching an agreement regarding the construction of a roadway over a waterway that fit the definition of a “navigable waterway of any significance” according to the law that the city attorney will help to finalize. The agreement may require the developer to construct the roadway as a part of developing the next phase of King’s Crossing.

MOTION: Commissioner Leamy moved to recommend to the City Council for approval of King’s Crossing Phase 5 preliminary plat. Commissioner Sutaria seconded the motion. Motion carried 5-0.

3. FUTURE AGENDA ITEMS.

Site plan approval for King’s Crossing.

4. ADJOURN

Chair Wright adjourned the meeting at 7:26 P.M.

Minutes Approved on 25th day of May, 2023.

Attest and Prepared by:

Chair Russell Wright

Commission Secretary Wei Wei Jeang

Attested by City Secretary Patti Scott Grey



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: May 19, 2023
Exhibits:	1. John W. Birkhoff, P.E., letter 2. Development Application 3. Waiver w/Fee receipt 4. Final Plat 5. Development Agreement	

AGENDA SUBJECT

CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES, PHASE 5 FINAL PLAT, INCLUDING VACATING THE PLAT OF PARKER ESTATES, AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, RECORDED IN VOLUME 10, PAGE 28 OF THE MAP OR PLAT RECORDS OF COLLIN COUNTY, TEXAS. [MACHADO]

SUMMARY

Please review the information provided for Whitestone Estates, Phase 5 Final Plat, including vacating the plat of Parker Estates, an addition to the City of Parker, Collin County, Texas, recorded in Volume 10, Page 28 of the Map or Plat Records of Collin County, Texas, an addition to the City of Parker, George W. Gunnell Survey, Abstract No. 350, and The Heirs of Thomas Estes Survey, Abstract No. 298, in the 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:	05/18/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	05/18/2023 via Municode
Public Work Director	<i>Gary Machado</i>	Date:	05/19/2023

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
 GARY C. HENDRICKS, P.E., R.P.L.S.
 JOE R. CARTER, P.E.
 ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
 CRAIG M. KERKHOFF, P.E., CFM
 JUSTIN R. IVY, P.E.
 COOPER E. REINBOLD, P.E.

May 4, 2023

Mr. Gary Machdo
 Director of Public Works
 5700 East Parker Road
 Parker, Texas 75002

Re: Whitestone 5&6
 Preliminary Punch List

Dear Mr. Machado:

On Wednesday May 3, 2023, we accompanied you on an inspection of the Whitestone Phase 5&6 subdivision project, we noted the following:

1. All large rocks in the drainage channels need to be removed. The City told your contractor to remove the rocks before they placed the erosion mat. All rocks greater than 2 inches must now be removed and the areas filled with topsoil and vegetation established.
2. On a number of fire hydrants the lower portion the silver paint is flaking off. The hydrants were not properly repaired prior to painting. The areas that paint is flaking must be cleaned, solvent wiped, and coating applied. The pipe between the bottom flange and the concrete pad that is not painted must be properly repaired and coated. The concrete pad needs to be protected from paint drips.
3. All debris such as franchise utility material, rebar, concrete etc. need to be cleaned from all streets.
4. All joints with minor pup outs from the concrete sawing need to be chipped out and sealant placed.
5. The slabs placed where leave outs were placed, need to be removed and replaced. Those slabs are cracked. Once removed the subgrade needs to be wet prior to placing concrete and while the concrete is still green the sawed dummy joints need to be cut. The approved mix design for the streets must be used for the repoured slabs.
6. Areas around the concrete rip rap that has washed need to be backfilled with moist soil and compacted into place.
7. Where franchise utilities construction is taking place the channel side slopes need to be reestablished and vegetated.
8. Many of the valve stack pads after construction did not establish the slope of the channel on the side opposite the street. The side slope of the channels need to be established along with vegetation.
9. Five-foot shoulders need to be established in accordance with the construction plans. Once constructed to plan many of the valve pads will work themselves out.
10. Complete electrical termination at street lights.
11. There are many patches placed in the concrete. What material was used to make the repair and was it approved by the city? What method was used to make the patch?
12. The precast sloping headwall needs to have the joint between the precast headwall and the pipe grouted.
13. The precast headwall lifting lugs need to be cleaned, plastic form removed and grouted.

14. The Channel along Windsor Way has dirt humps under the curlex. Grade the side slope to be in accordance with the plans.
15. The Channel along Windsor the channel on northside had sloughed into the center of channel. The side slope must be established, and the fill properly compacted into place.
16. A portion of the silt fence is in need of repair at the franchise utility construction area.
17. The channel downstream of the headwall at Somerset and Richmond headed to the pond needs to be graded compacted and vegetation established.
18. Silt in the pond needs to be removed at the storm sewer pipe outfall.
19. Along Richmond's west channel line there are low points in the channel flowline.
20. Fire hydrant and valve pad along Richmond north of Sandhurst, the pad is cracked and needs to be replaced.
21. On the northside of the pond the slope above the headway is near vertical. The slope needs to be established and the area vegetated.
22. The disturbed area north of the pond needs to be vegetated. Silt fence needs to be erected to keep silt from the pond.
23. The light fixture at the end of Kent Court is not plumb and the fixture is missing.
24. The channel on the south side of Kent Court needs to be properly graded and vegetated.
25. The box culvert at Belvedere needs to be cleaned out. The disturbed area north of culverts needs to be vegetated.
26. The sidewalk along Belvedere had redwood joints protruding above the surface and these need to be level to the top of the sidewalk pavement.
27. The curb transition from 6-inch curb to no curb that has a scab patch needs to be cut out and new curb and gutter placed or a new doweled on curb needs to be constructed. Provide detail for doweled on curb option.
28. The nuts and washers on the bridge railing need to be replaced with stainless steel washers and nuts. The cut anchor stud needs the cut epoxy coated.
29. The exposed dowel bars at the sidewalk end are not level. Contractor stated they are bent. Dowels need to be plumb. The exposed dowels need to be protected from corrosion. Suggest asphalt be place to seal and provide protection to the dowels.
30. The ends of the sidewalk east and wet needs to have ADA ramps down to natural ground or have barricades erected. If the sidewalk is less than 5 feet wide, they need to be widen to 5 feet at the ends to allow a turnaround.
31. At Lincoln and Berkshire there is a slop failure at the rip rap. The slope needs to be properly graded and vegetated.
32. Along Lincoln there is a bad joint, appears to be aa construction joint. The joint needs to be removed and repaired.

We are available at your convenience to discuss any questions you may have on our comments.

Sincerely,

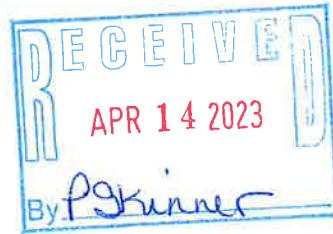


John W. Birkhoff, P.E.



April 14, 2023

City of Parker
c/o Gary Machado
Public Works Director
5700 Parker Road,
Parker, Texas 75002



RE: Whitestone – Phase 5 Addition
Construction Completion Confirmation

Mr. Machado,

Construction of the Whitestone – Phase 5/6 Addition to the City of Parker is now complete. It is our determination that all the Lots and subdivision improvements in Phase 5 of the Subdivision have been inspected to be in conformance with the subdivision development plans and specifications for Phase 5/6 of the Subdivision and are free from visible or detectable defect and/or deficiency. I have attached the following documents for your review and confirmation.

- Final Plat & Development Application
- Record Drawings, including contractor notations and trail plan
- Roadway ditch survey confirmations of roadway shoulder and slopes.
 - *Note: all shoulders are minimum 5 feet in width with a slope of 2:1 or less*
- Drainage Channel survey confirmations.
 - *Note: all drainage channel slopes are 4:1 or less*
- Ditch Flowline Exhibit which includes a Culvert Table for each residential lot
- LOMR delivery confirmation from FEMA. LOMR Case Number: 23-06-0949P
- Erosion control has been installed around all headwalls and in all storm sewer flowlines.
- Utility Maintenance Bond from Double R Utilities
- Paving Maintenance Bond from LH Lacy Construction
- Confirmation of Pond Fountain and Aerator installation
- CoServ Gas – Utility Infrastructure Schematic and confirmation that the gas infrastructure has been installed and is pressurized

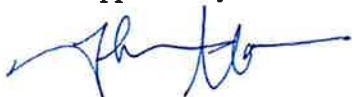
Whitestone Phase 5 – Construction Completion Confirmation
April 14, 2023
Page 2 of 2

- GCEC Electric – Utility Infrastructure Schematic and confirmation letter that electric infrastructure has been installed and energized

Also, Testing confirmations for Water Infrastructure, Paving Improvements, Storm Sewer and concrete flatwork (rip rap, headwalls, retaining walls & sloped paving) have been transmitted to the City by Testing Contractor, Alpha Testing.

Upon your confirmation of the above referenced items, please schedule the Whitestone – Phase 5 Final Plat for the next available Planning & Zoning meeting.

We appreciate your assistance.



Thomas Moss, P.E.
Pape-Dawson Engineers, Inc.



DEVELOPMENT APPLICATION
City of Parker, Texas

Date Received

Proposed Name of Subdivision: Whitestone Estates Phase 5

Plat Approval Requested	Filing Fee	Filing Fee	
<input type="checkbox"/> Preliminary Plat	<u>\$800.00 + \$30/acre</u>	<input checked="" type="checkbox"/> Final Plat	<u>\$800.00 + \$30/acre = \$6,080</u>
<input type="checkbox"/> Site Plan	<u>\$300.00 + \$25/acre</u>	<input type="checkbox"/> Minor Plat (5 acres or less)	<u>\$500.00 + \$100/lot</u>
<input type="checkbox"/> Replat/Amended	<u>\$500.00 plus \$15/lot</u>	<input type="checkbox"/> Development Plat	<u>\$300.00 + \$30/acre</u>

Physical Location of Property: East 700' of Whitestone Drive along Belvedere 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 298 and George W Gunnell Survey, Abstract 350, Collin County, Texas
 (Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 175.933 acres Existing # of Lots/Tracts: 95 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: Dowdley Anderson & Associates, a Pape Dawson Company

Contact Person: Thomas Moss Title: Project Manager

Street/Mailing Address: 5225 Village Creek Dr., Suite 200 City: Plano State: Texas Zip: 75093

Phone: 972-931-0694 Fax: 972-941-8401 Email Address: tmooss@pape-dawson.com

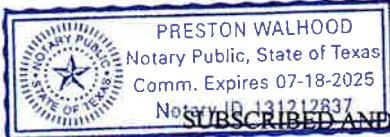
**** READ BEFORE SIGNING BELOW:** If there is more than one property owner, complete a separate sheet with the same wording as below. The City requires all Original Signatures. If applicant is other than the property owner, a "Power of Attorney" with original, notarized signatures is required.

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, 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)

13th day of April, 2023

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), 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

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

Signature

Title

OFFICIAL SUBMISSION DATE

Fees Paid \$ _____ Check # _____ From : _____

P&Z Agenda Date: _____ Action: _____ CC Agenda Date: _____ Action: _____

Current Zoning: _____ Ordinance Number: _____ Date Approved: _____

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

Plans routed for review on _____, to: Public Works Director

City Engineer

Building Official

Fire Department

Public Hearing Required: Yes No

Paper Notice _____ (date) _____

Written Notice _____ (date) _____

City of Parker * 5700 E. Parker Road, Parker, Texas 75002 972-442-6811 Fax 972-442-2894 www.parkertexas.us

Donihoo Farms, Ltd.
4040 N Central Expwy
Suite 850
Dallas, TX 75204

Bank of Texas
Dallas, Texas
32-1432/1110

1476

April 13, 2023

PAY TO THE City of Parker

\$ 6,080.00

Six Thousand Eighty and no/100

DOLLARS

MEMO Final Plat Application - Whitestone 5

AUTHORIZED SIGNATURE

1476

1476

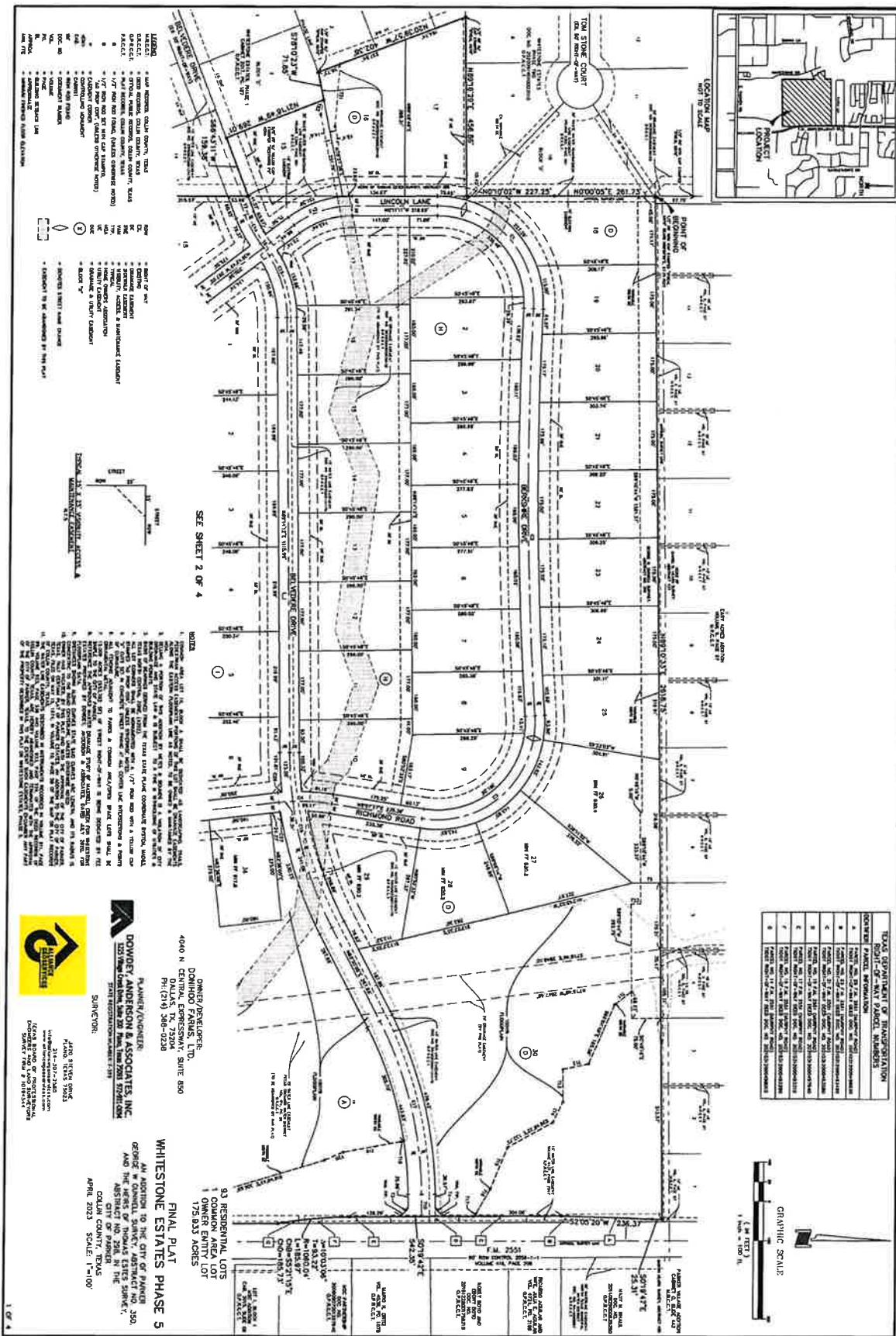
Final Plat Application Fee - Whitestone 5
\$800.00 + \$30 per acre = \$6,080

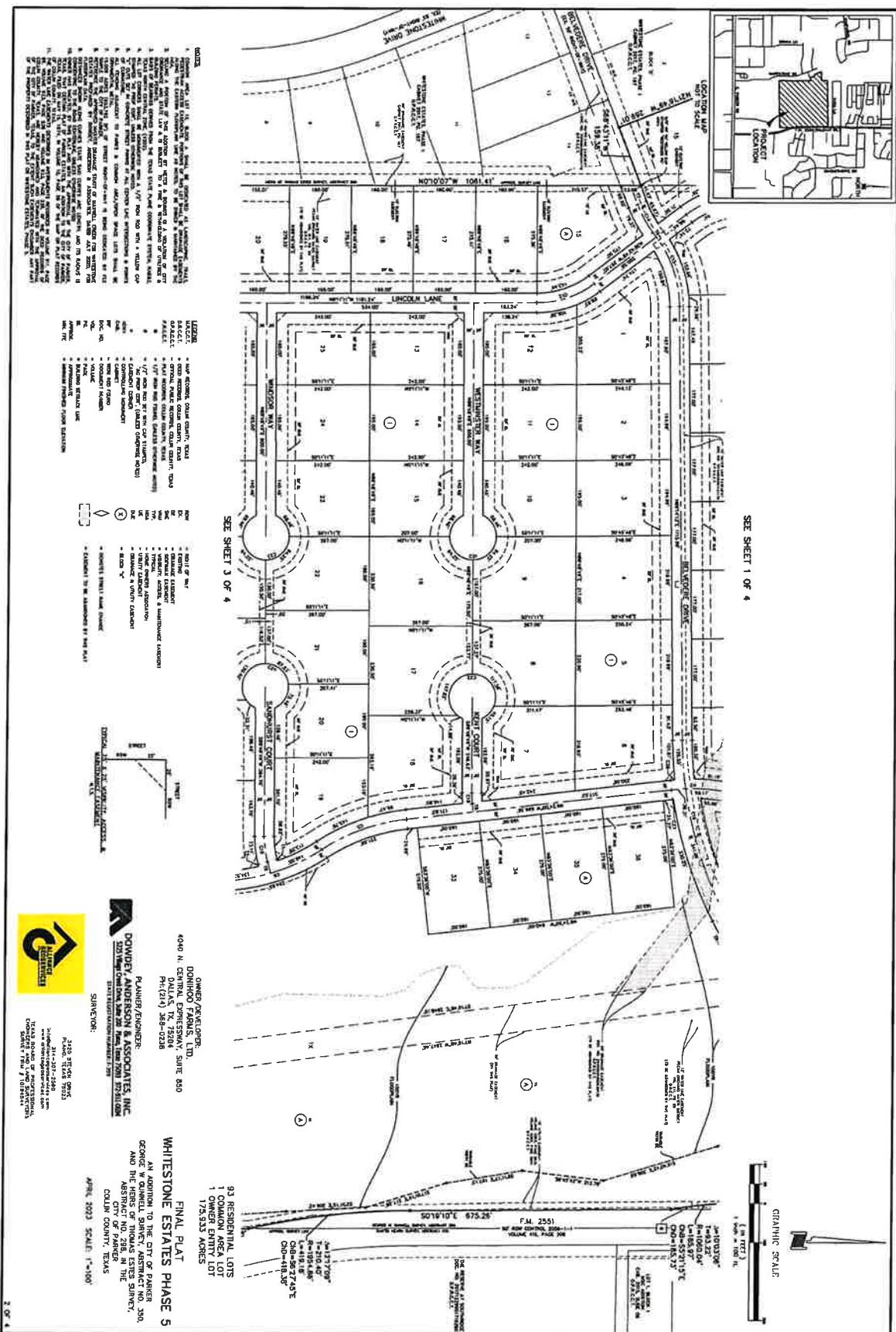
\$6,080.00

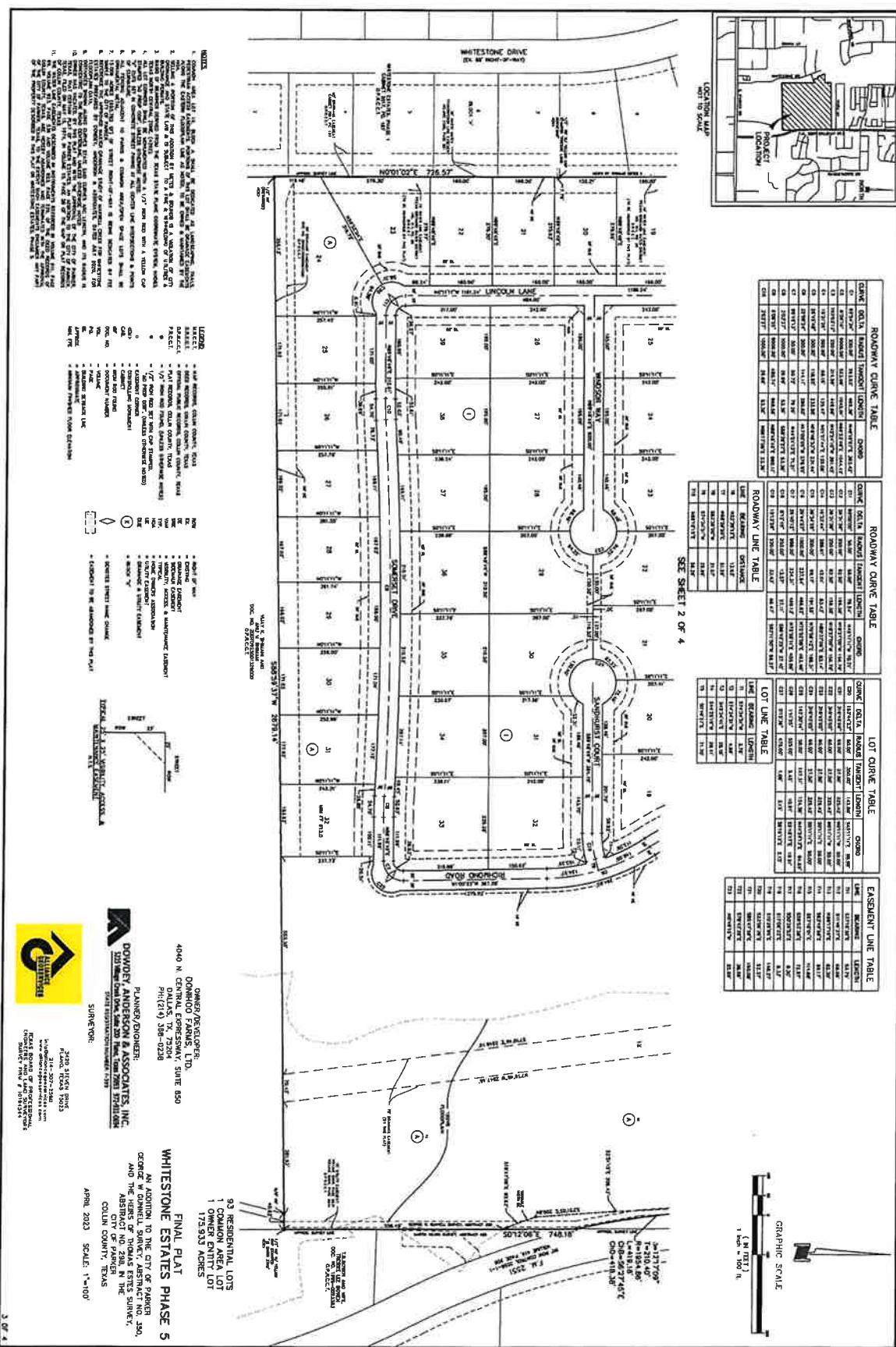
Final Plat Application - Whitestone 5
\$800 + \$30 per acre = \$6,080

\$6,080.00

1476







WHITESTONE PHASE 5 – METES AND BOUNDS

BEING a tract of land situated in the HEIRS OF THOMAS ESTES SURVEY, ABSTRACT 298, and the GEORGE W. GUNNELL SURVEY, ABSTRACT 350, Collin County, Texas, and being all of that tract of land conveyed in Deed to Donihoo Farms, Ltd., according to the document of record filed in Document Number 20170726000981160, Official Public Records, Collin County, Texas, and being a portion of that tract of land conveyed in Deed to Donihoo Farms, Ltd., according to the document of record filed in Document Number 20150630000791540, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "AG PROP COR" set on the south line of EASY ACRES ADDITION, an Addition to the City of Parker, Collin County, Texas, according to the Plat of record filed in Volume 6, Page 87, Map Records, Collin County, Texas, and the east line of WHITESTONE ESTATES PHASE 2, an Addition to the City of Parker, Collin County, Texas, according to the Plat of record filed in Document Number 20200914010003510, Official Public Records, Collin County, Texas, from which a found 1/2" iron rod with cap stamped "O'Neal 6570", bears N 00° 00' 05" E, a distance of 97.75 feet for the northeast corner of said WHITESTONE ESTATES PHASE 2;

THENCE N 89° 10' 33" E, along the north line of said Donihoo Farms, Ltd. tract, and the south line of said EASY ACRES ADDITION tract, a distance of 2,618.75 feet to a 1/2" iron rod set with cap stamped "AG PROP COR" in the west line of Farm to Market Road 2551 (F.M. 2551), a 90' right-of-way, recorded in Control 2056-1-1, Volume 41, Page 208, for the northeast corner of said Donihoo Farms, Ltd. tract;

THENCE Southerly, along the east line of said Donihoo Farms, Ltd. tract and the west right-of-way line of said F.M. 2551, the following courses and distances:

S 00° 19' 47" E, a distance of 25.31 feet to a 1/2" iron rod set with cap stamped "AG PROP COR";

S 02° 05' 20" E, a distance of 236.37 feet to a 1/2" iron rod set with cap stamped "AG PROP COR";

S 00° 19' 42" E, a distance of 542.35 feet to a 1/2" iron rod set with cap stamped "AG PROP COR" at the beginning of a curve to the left, having a central angle of 10° 03' 06", a radius of 1,060.04 feet and a chord bearing and distance of S 05° 21' 15" E, 185.73 feet;

Along said curve to the left, an arc distance of 185.97 feet to a 1/2" iron rod set with cap stamped "AG PROP COR";

S 00° 19' 10" E, a distance of 675.26 feet to a 1/2" iron rod found at the beginning of a curve to the left, having a central angle of 12° 17' 09", a radius of 1,954.86 feet and a chord bearing and distance of S 06° 27' 45" E, 418.38 feet;

Along said curve to the left, an arc distance of 419.18 feet to a 1/2" iron rod set with cap stamped "AG PROP COR";

THENCE S 00° 12' 06" E, continuing along the east line of said Donihoo Farms, Ltd. tract, a distance of 748.18 feet to a 1/2" iron rod with a yellow cap stamped "JE SMITH 3700" found for the southeast corner of said Donihoo Farms, Ltd. tract, and an interior ell corner of that tract of land conveyed in Deed to T.R. Bowen and wife, Tressie Lee Bowen, according to the document of record filed in Document Number 1995-0023383, Official Public Records, Collin County, Texas;

THENCE S 88° 59' 37" W, along the south line of said Donihoo Farms, Ltd. tract, passing at a distance of 40.62 feet, a 5/8" iron rod found at the common northeast corner of that tract of land conveyed in Deed to Vijay K. Bhimani and Anu V. Bhimani, according to the document of record filed in Document Number 20070925001326000, Official Public Records, Collin County, Texas, and continuing in all for a total distance of 2,679.14 feet to a disturbed 1/2" iron rod found at the southwest corner of said Donihoo Farms, Ltd. tract, at the common northwest corner of said Vijay K. B. Bhimani and Anu V. Bhimani tract, and on the east line of Lot 3, Block A, WHITESTONE ESTATES, PHASE 1, an Addition to the City of Parker, Collin County, Texas according to the Plat of Record filed in Cabinet 2017, Slide 187 Official Public Records, Collin County, Texas;

THENCE N 00° 01' 02" W, along the east line of said WHITESTONE ESTATES, PHASE 1, a distance of 726.57 feet to a 1/2" iron rod with yellow cap stamped "PRECISE LAND SURVEYING" found on the east line of lot 7, Block A of said WHITESTONE ESTATES, PHASE 1;

THENCE N 00° 10' 07" W, continuing along said east line, a distance of 1,061.41 feet to a 5/8" iron rod with yellow cap stamped "WESTWOOD PS" found in the north right-of-way line of Belvedere Drive a 50' right-of-way at the southeast corner line of said Donihoo Farms, Ltd., (Document Number 20150630000791540)

THENCE S 68° 43' 11" W, along the north right-of-way line of said Belvedere Drive, a distance of 159.38 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set at the southeast corner of Lot 2, Block D of said WHITESTONE ESTATES, PHASE 1;

THENCE Along the east line of said WHITESTONE ESTATES, PHASE 1, the following courses and distances:

N 21° 16' 49" W, a distance of 269.01 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set;

S 78° 10' 23" W, a distance of 71.85 feet to a 1/2" iron rod with cap stamped "O'NEAL 6570" found at the southeast corner of Lot 2, Block D, of said WHITESTONE ESTATES, PHASE 1;

THENCE N 20° 39' 57" W, a distance of 402.38 feet to a 1/2" iron rod with cap stamped "O'NEAL 6570" found on the south line of Lot 8, Block D, for the northeast corner of Lot 5, Block D of said WHITESTONE ESTATES, PHASE 2;

THENCE N 89° 16' 29" E, along the south line of said WHITESTONE ESTATES, PHASE 2, a distance of 456.86 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set in the west line of said Donihoo Farms, Ltd. tract (Document Number 20170726000981160), at the northeast corner of said Donihoo Farms, Ltd. tract (Document Number 20150630000791540), and the southeast corner of Lot 9, Block D, of said WHITESTONE ESTATES, PHASE 2;

THENCE along the east line of said WHITESTONE ESTATES, PHASE 2, the following courses and distances:

N 00° 10' 10" W, a distance of 227.25 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set;

N 00° 00' 05" E, a distance of 261.73 feet to the POINT OF BEGINNING, and containing 175.933 acres of land, more or less.

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

SPECIAL WARRANTY DEED

15/ITC/ 1424445 A-COM/CCT 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:

Donihoo Farms, Ltd.,
a Texas limited partnership

Grantee's Address:

4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

Lender:

Frost Bank

Lender's Address:

P. O. Box 1600
San Antonio, Texas 78296

Consideration:

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 1

Reservations From Conveyance & Warranty:

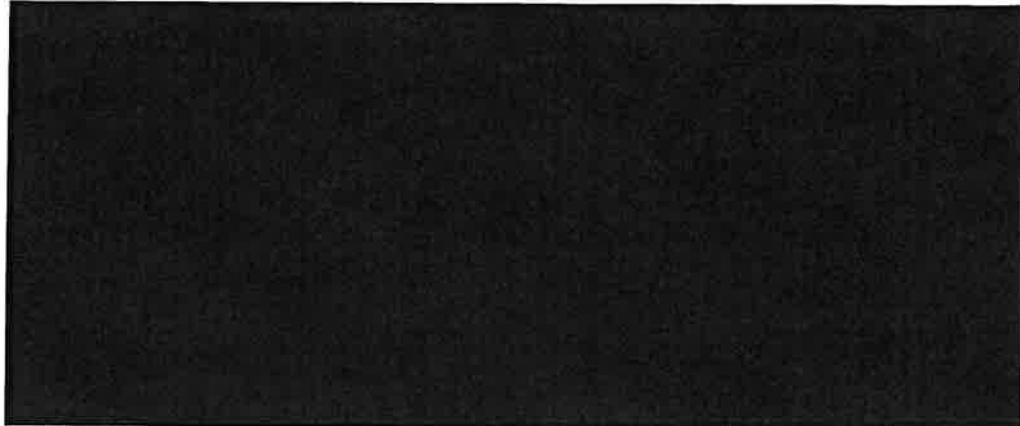
None.

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.



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

COUNTY OF Eagle

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

DAVIN M. STEWART-SHEAFFER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994012137
MY COMMISSION EXPIRES MAY 5, 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. Saffman

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.

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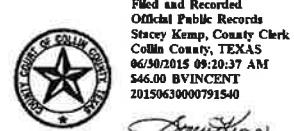
EXHIBIT "B"
List of Permitted Exceptions

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.

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SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 7



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SPECIAL WARRANTY DEED

with Vendor's Lien 15/ITC/1715886-COM/LMB

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:

July 25, 2017

Grantor:

Travis Parker Associates, Ltd., a Texas limited partnership,
formerly known as Parker Estates Associates, a Texas
general partnership

Grantor's Address:

3801 North Capital of Texas Highway
Suite E-240-206
Austin, Texas 78746-1482

Grantee:

Donihoo Farms, Ltd.,
a Texas limited partnership

Grantee's Address:

4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

Lender:

Travis Parker Associates, Ltd.,
a Texas limited partnership

Lender's Address:

3801 North Capital of Texas Highway
Suite E-240-206
Austin, Texas 78746-1482

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 1

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

All that certain tract or parcel of land being 171.91 acres, more or less, lying and being situated in the City of Parker, Collin County, Texas, a part of the G.W. GUNNELL SURVEY, ABSTRACT No. 350, and being that same land conveyed to Parker Estates Associates by deed recorded in Volume 1909, Page 915, of the Collin County Land Records, said tract or parcel 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 described in Exhibit "A" attached hereto.

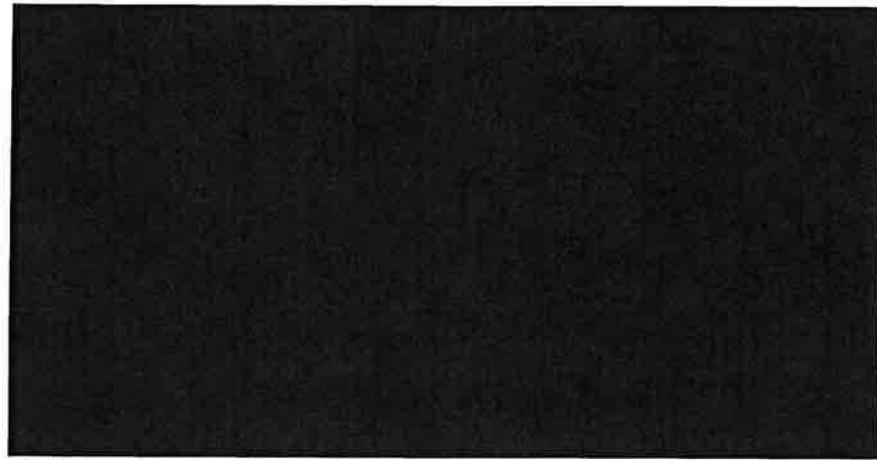
Reservations From Conveyance & Warranty:

None.

Exceptions to Conveyance & Warranty:

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.



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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 3

Terms:

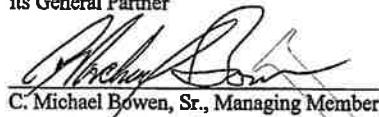
When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

GRANTOR:

Travis Parker Associates, Ltd.,
a Texas limited partnership

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

By:


C. Michael Bowen, Sr., Managing Member

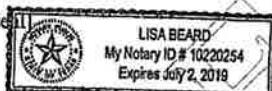
NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

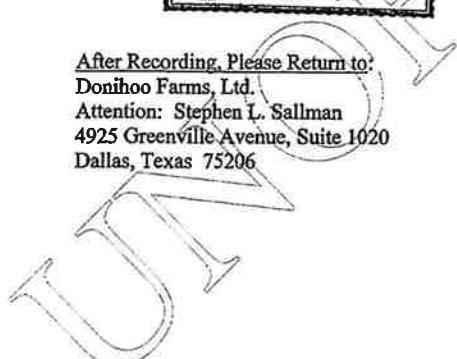
This instrument was acknowledged before me on July 21, 2017, by C. Michael Bowen, Sr., as Managing Member of Travis Ridge Investments, LLC, a Texas limited liability company, the General Partner of Travis Parker Associates, Ltd., a Texas limited partnership, on behalf of said entities.

[Notary seal]




Notary Public in and for the State of Texas

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


SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 4

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

171.91 ACRE TRACT

W.O.4069E-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 G.W. GUNNELL SURVEY, ABSTRACT No. 350, and being that same land conveyed to Parker Estates Associates by deed recorded in Volume 1909, page 915 of the Collin County Land Records, said tract or parcel of land being 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 a 3/4 inch iron rod set 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 one-half inch iron rod set (with cap marked "J.E. SMITH 3700" herein after called one-half inch iron rod set) at a point of curvature;

THENCE continuing with 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 1,954.86 feet (having a chord that bears south 05 degrees 26 minutes 43 seconds east 418.48 feet) an arc length of 419.28 to an one-half inch iron rod set on the east line of said GUNNELL SURVEY;

THENCE leaving the right-of-way of said Highway and along the east line of the G.W. GUNNELL SURVEY, south 00 degrees 48 minutes 47 seconds west passing the northwest corner of a 9.723 acre tract described in a deed recorded under Clerk's Document No. 95-0023382 and in all a total distance of 748.16 feet to an one-half inch iron rod set for the southeast corner hereof;

THENCE south 89 degrees 59 minutes 09 seconds west at 40.7 feet passing a 3/4 inch iron rod found at northeast corner of a tract described in a deed to Vijay K. Bhimani as recorded under Clerk's Document No. 20070925001326000, and in all a total distance of 2676.56 feet to an one-half inch iron rod set on the west line of the GUNNELL SURVEY for southwest corner hereof, said corner being the northwest corner of said Bhimani tract;

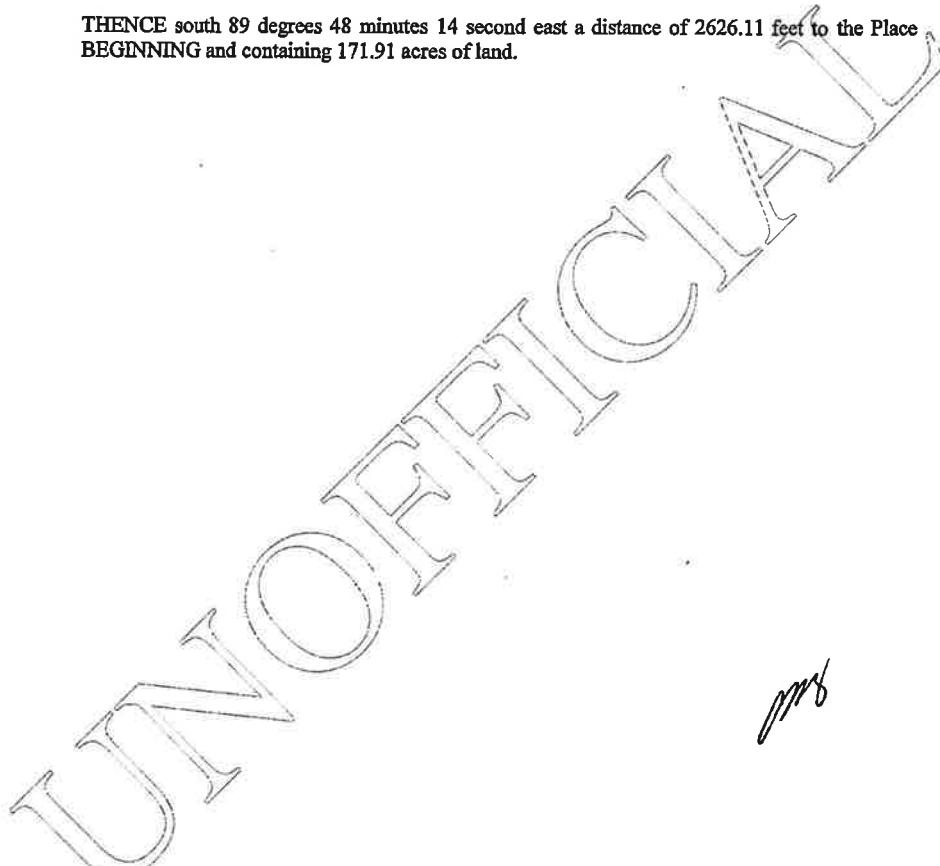
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 5

THENCE with the west line of GUNNELL SURVEY (common with the east line of the THOMAS ESTES SURVEY, ABSTRACT NO. 298) and along an old road, north 00 degrees 51 minutes 49 seconds east 725.80 feet to an one-half inch iron rod found at the northeast corner of a tract conveyed to Geneva Partners LTD described in a deed recorded in Volume 5874, page 2850 of the Collin County Deed Records, said corner being 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 and the west line of the G.W. GUNNELL SURVEY, north 00 degrees 50 minutes 03 second east 2111.50 feet to an one-half inch iron rod found (with cap marked "PERCISE") at the southwest corner of EASY ACRES ADDITION for the northwest corner hereof;

THENCE south 89 degrees 48 minutes 14 second east a distance of 2626.11 feet to the Place BEGINNING and containing 171.91 acres of land.



SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 6

EXHIBIT "B"**LIST OF PERMITTED EXCEPTIONS**

1. Restrictive covenants contained in Volume 10, Page 28, Plat Records, Collin County, Texas.
2. Building setback lines and/or easements as set forth in instrument recorded in Volume 10, Page 28, Map Records, Collin County, Texas.
3. Easement:
Recorded: Volume 911, Page 89, Real Property Records, Collin County, Texas
To: Pecan Orchard Water District
Purpose: Water line
4. Easement:
Recorded: Volume 4437, Page 2547, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
5. Easement:
Recorded: Volume 5069, Page 31, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
6. Easement:
Recorded: Volume 5069, Page 37, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
7. Easement:
Recorded: Volume 5069, Page 41, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
8. Easement:
Recorded: Volume 5069, Page 47, Real Property Records, Collin County, Texas
To: City of Parker
Purpose: Utility lines and/or pipes and drainage pipes and/or ditches
9. Terms, conditions, and provisions contained in Easement Agreement for Drainage Facilities:
Recorded: Clerk's File Number 2016012000064580, Official Public Records, Collin County, Texas
Parties: Travis Parker Associates, Ltd. and Donihoo Farms, Ltd.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

PAGE 7

10. Terms, conditions, and provisions contained in Easement Agreement for Water Facilities:
Recorded: Clerk's File Number 20160825001124170, Official Public Records, Collin
County, Texas
Parties: Travis Parker Associates, Ltd. and City of Parker

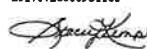
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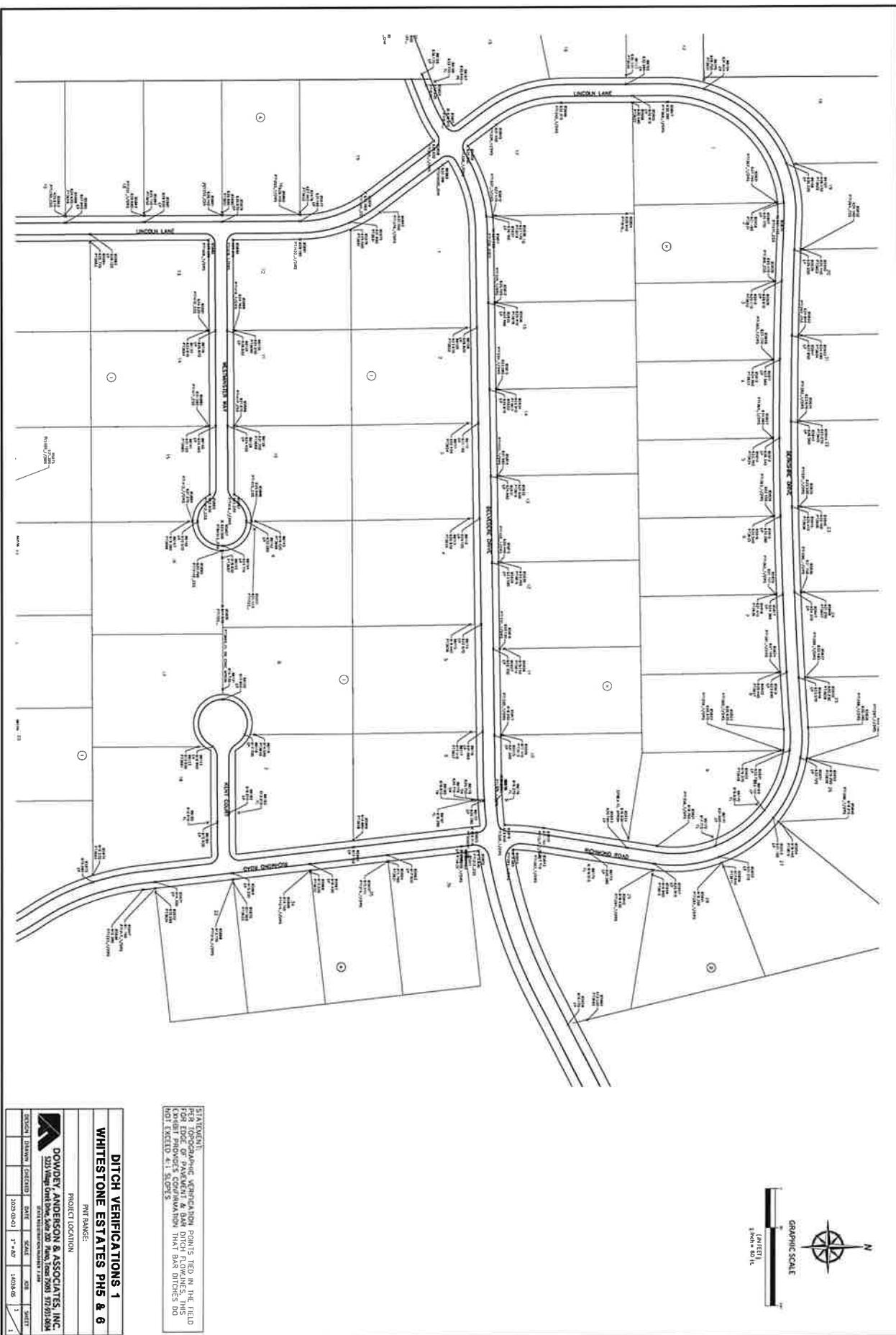


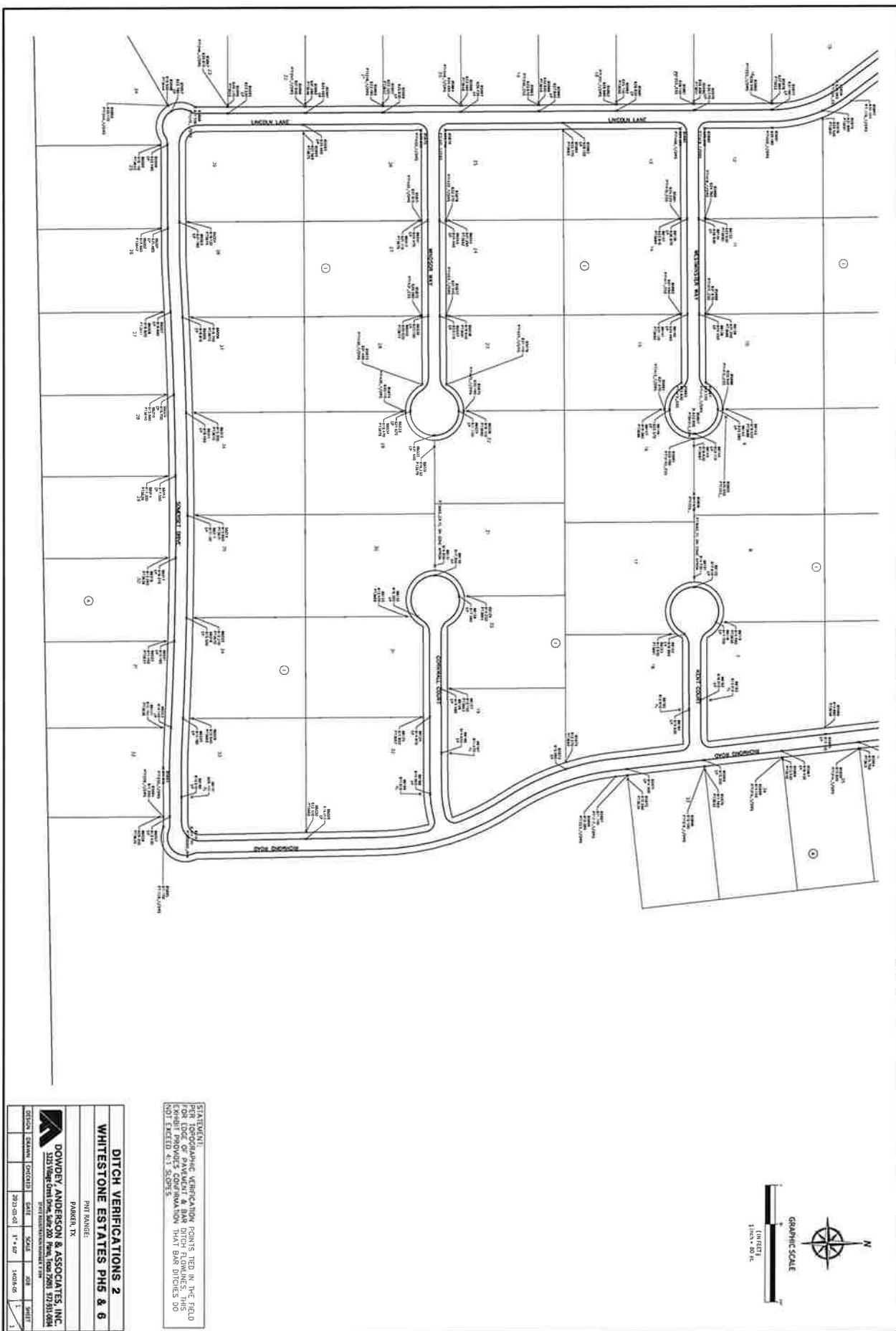
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

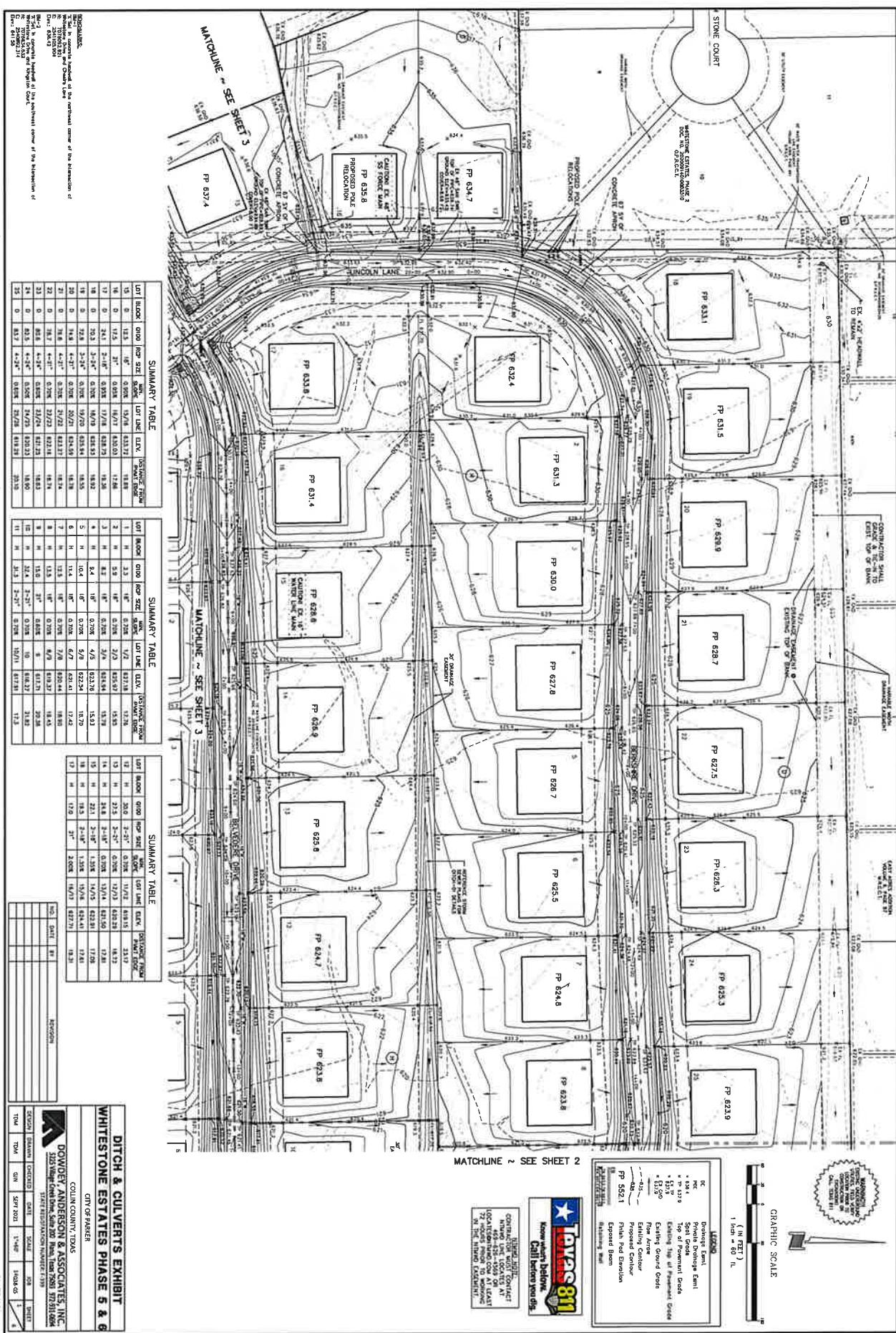
PAGE 8

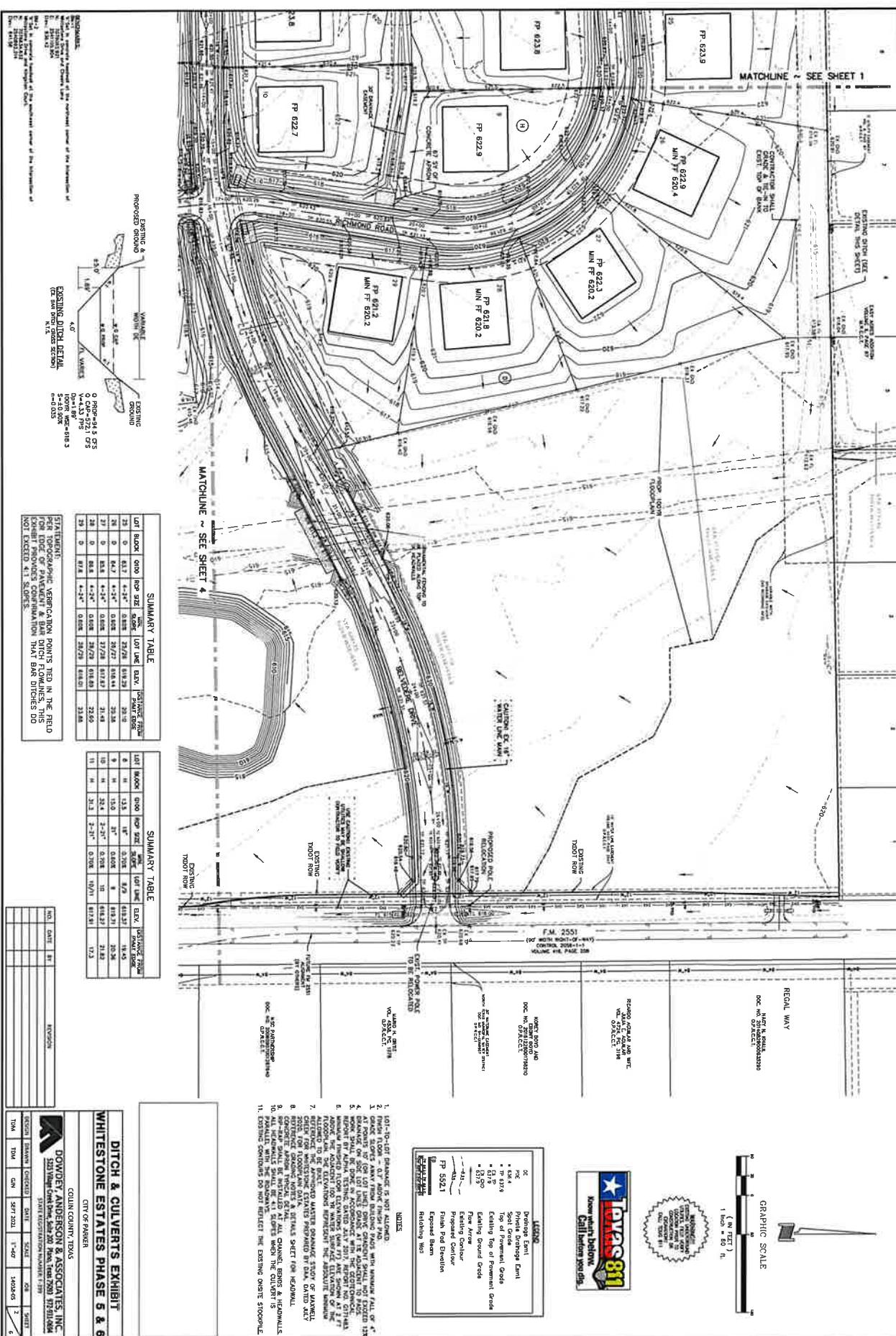
Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/26/2017 09:00:16 AM
\$54.00 CJAMAL
20170726000981160

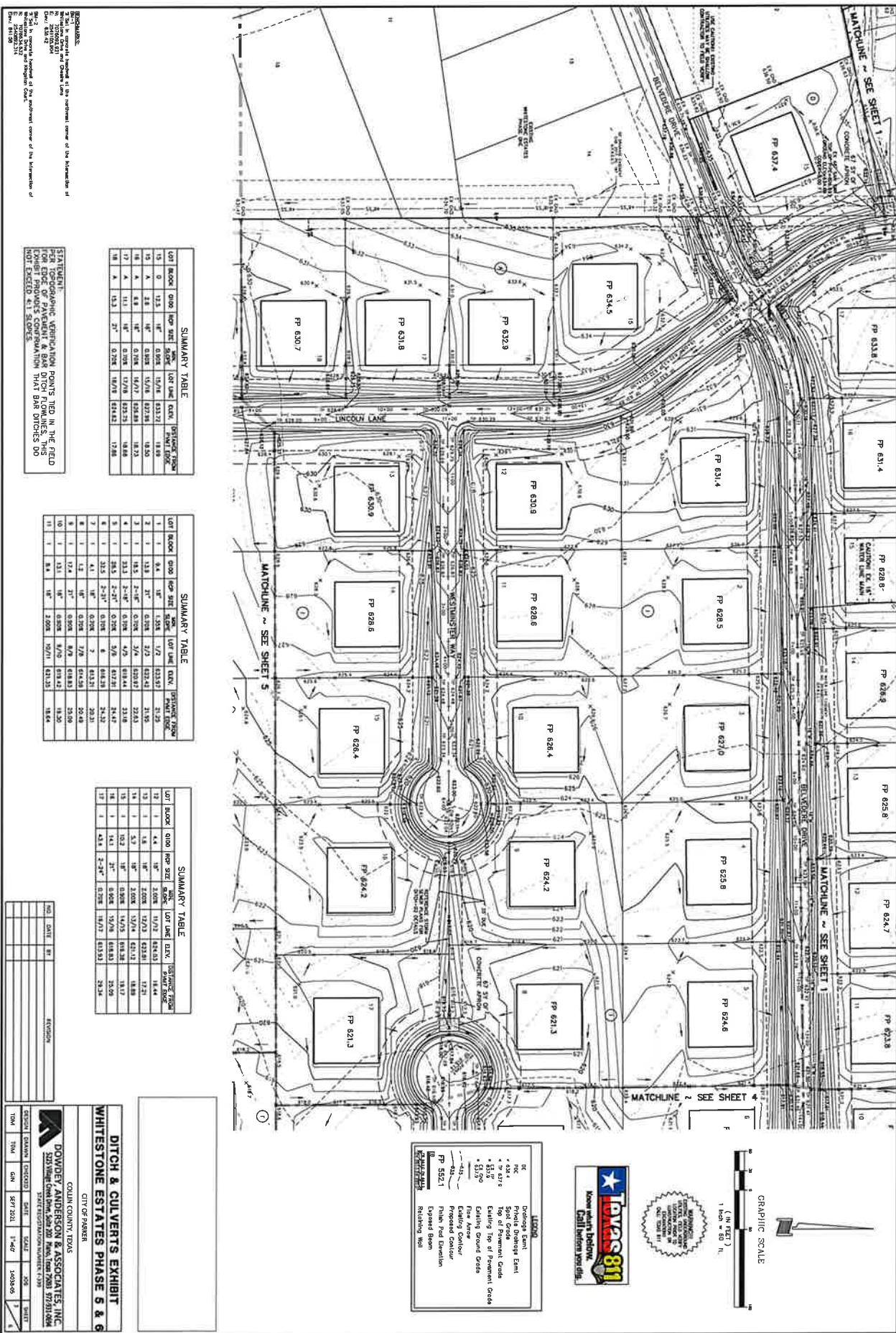


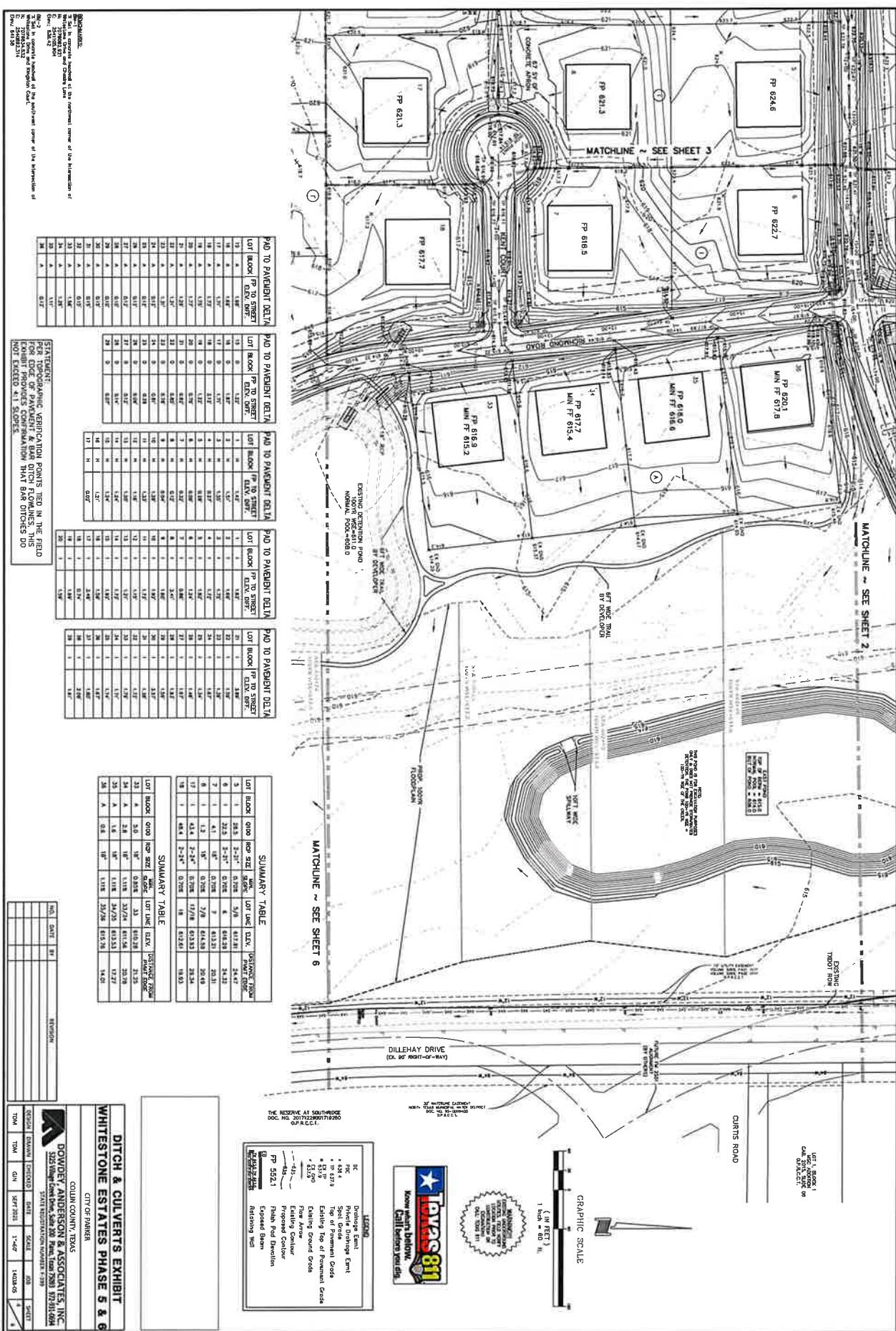


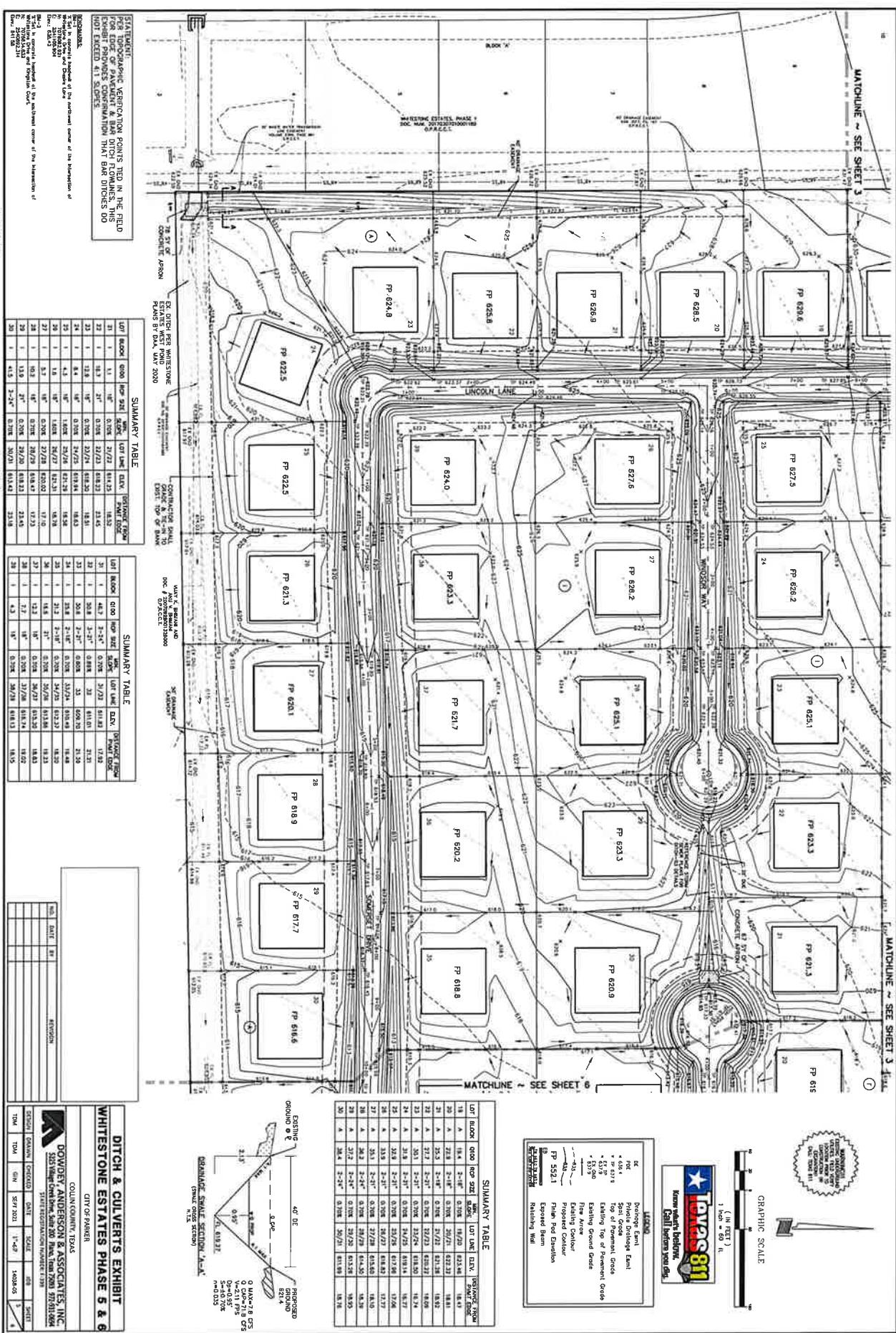


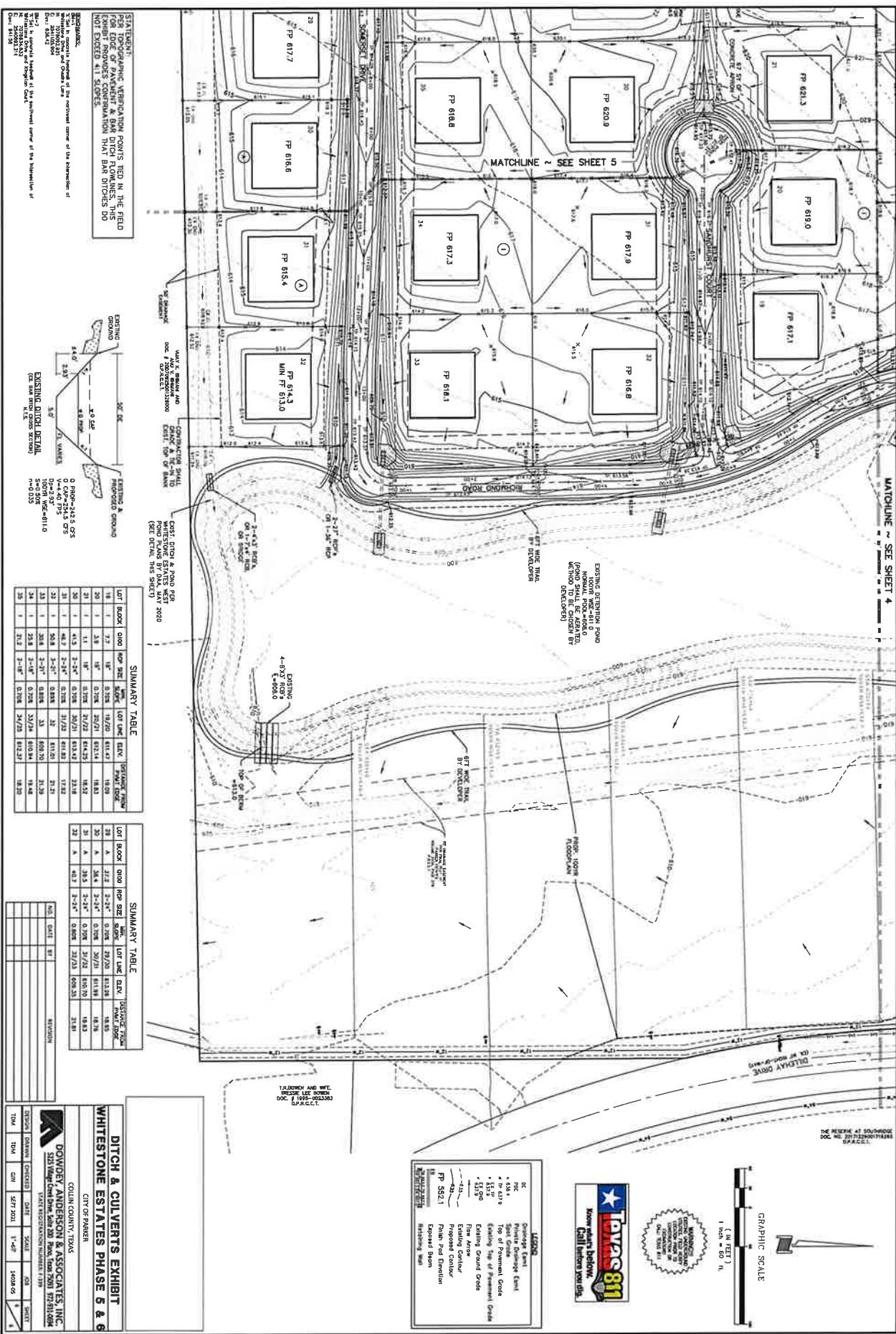


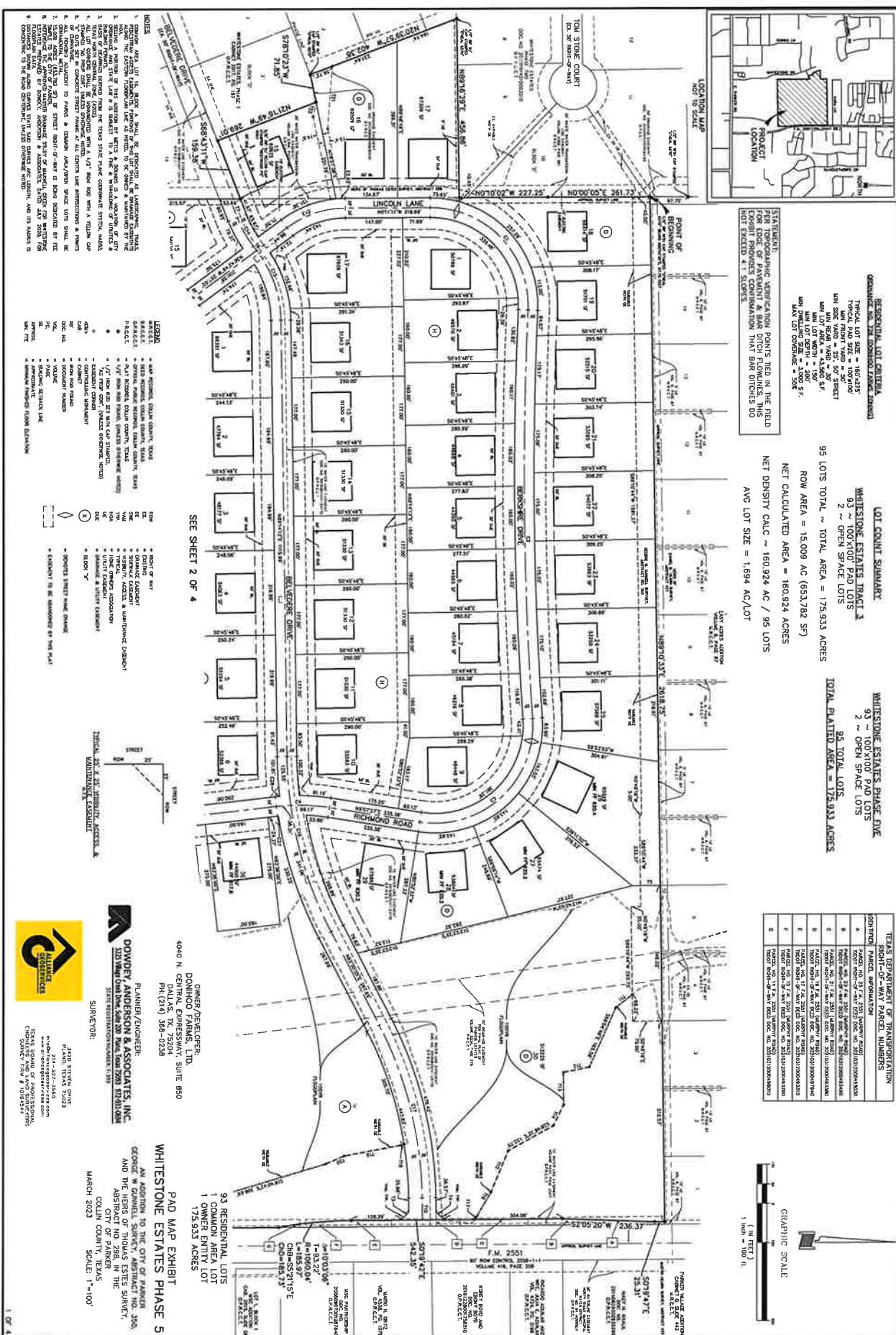


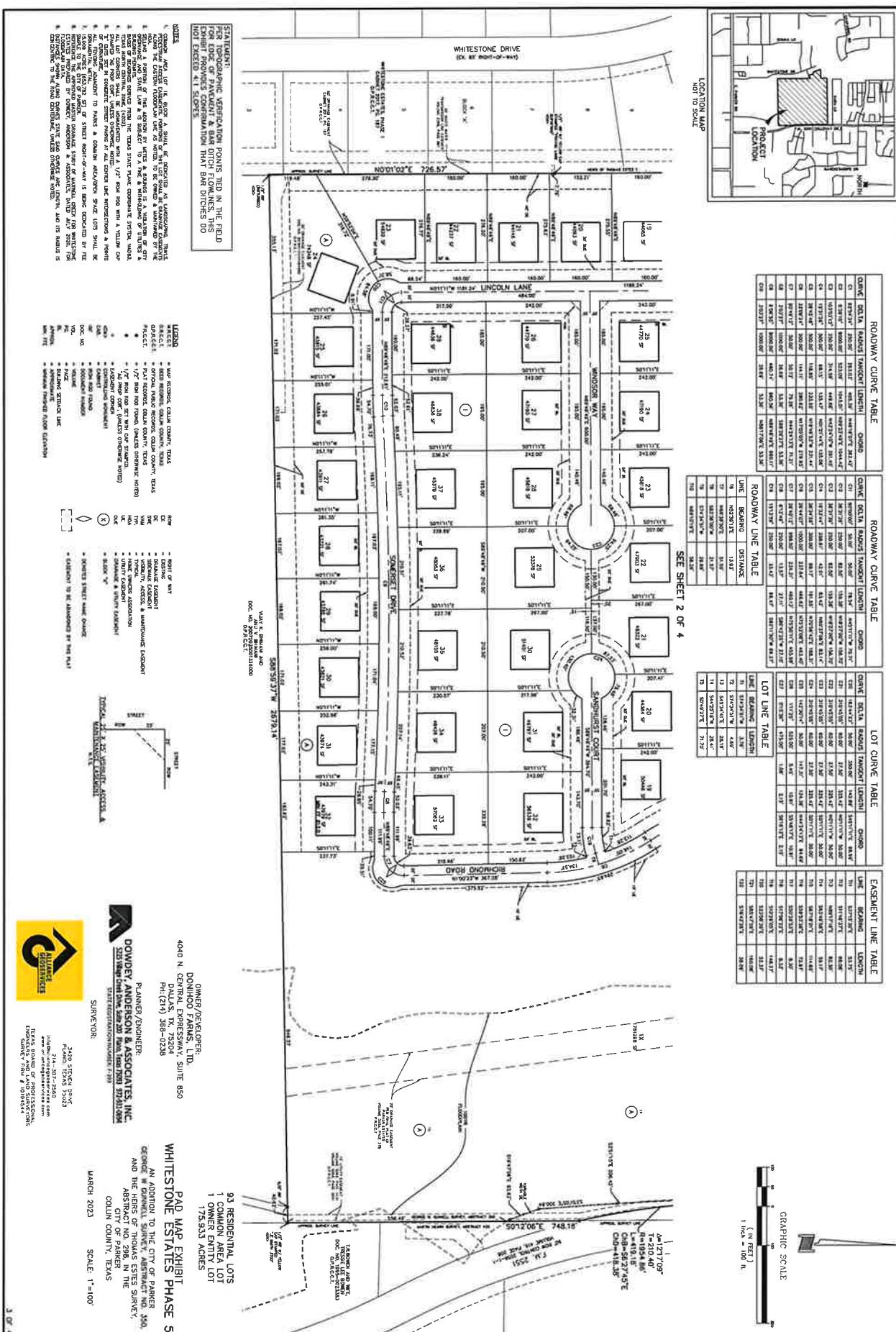














FW: Revision Request Received –LOMR Case Number (23-06-0949P) – [City of Parker City, Collin County, TX] – Response Requested

Gabriel Novak, P.E., C.F.M.

To: Preston Walhood, Stephen Sallman

Cc: "Thomas Moss, P.E.", "Randy Haney @PD"

Tue, Feb 28, 2023 at 4:12 PM

Preston & Steve,

Just wanting to keep you in the loop with the Whitestone 5 LOMR case number and reviewer.

Gabriel Novak, P.E., C.F.M.

gnovak@daa-civil.com | 469-576-1370



Dowdley, Anderson & Associates, Inc.

A Pape-Dawson Company

Office: 972-931-0694 x1115

5225 Village Creek Dr., Suite 200

Plano, TX 75093 / www.daa-civil.com

From: Jain, Kavitha

Sent: Tuesday, February 28, 2023 1:11 PM

To: Gabriel Novak, P.E., C.F.M.

Subject: Revision Request Received –LOMR Case Number (23-06-0949P) – [City of Parker City, Collin County, TX] – Response Requested

Dear Gabriel Novak:

We have received your request that the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issue a revision to the flood hazard information on the applicable National Flood Insurance Program (NFIP) map for Collin County, Texas and Incorporated Areas. This e-mail is being sent to officially acknowledge the receipt of your request and replaces the paper copy acknowledgement letters previously issued by FEMA. We ask that you please respond directly to this e-mail to verify that it has been received.

The case number assigned to your request is 23-06-0949P, and the project identifier is Whitestone.

We are reviewing your submitted data and will contact you if additional information is required to process your request.

If additional information is not required, we will issue a final letter of determination within 90 days of receiving your request. Please be aware that this LOMR will become effective approximately 4.5 months after the final letter of determination is issued.

If you have general questions about your request, FEMA policy, or the NFIP, please contact the FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1 877 FEMA MAP (1 877 336 2627). If you have specific questions concerning your request, the case reviewer's contact information is listed below, or please contact the Revisions Coordinator for your State, Mr. Sushban Shrestha, P.E., CFM, by e-mail at sushban.shrestha@aecom.com or by telephone at (682) 316-7670.

Please be assured we will do our best to respond to all inquiries in a timely manner.

Thank you,

Kavitha Jain, E.I.T, CFM

AECOM, a member of Compass PTS JV

CONFIDENTIALITY NOTICE: The transmission of personally identifiable information (PII) such as an individual's social security number, date and place of birth, and other information that is linked or linkable to the individual is strictly prohibited. Such information should not be included, whether embedded or in an attachment, in any communication sent to this email address. The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or such individual's agent, or if this message has been addressed to you in error, please alert the sender immediately by reply email and then delete this message and any attachments. If you are not the intended recipient, please be advised that any use, dissemination, copying, or storage of this message and any attachments is strictly prohibited.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite 400
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
 Houston, TX 77042
 713-812-0800 / 888-344-3362

Bond No.4463432

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Double R Utilities, Inc. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Parker as Obligee, in the penal sum of One Hundred Fifty-two Thousand Three Hundred Nine & 06/100 (\$152,309.06) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with City of Parker dated April 5, 2023 for Whitestone Estates Ph.5&6, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of 2 year (s) after acceptance by the City of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of 2 year (s) from and after acceptance by the City of the work performed under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 5 day of April, 2023.

Double R Utilities, Inc.

Principal

By:

Ron Weller
 SureTec Insurance Company

By:

Johnny Moss
 Johnny Moss, Attorney-in-Fact

POA# 4221941

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Tony Fierro, Jay Jordan, Johnny Moss, Steven W. Searcey, Robert J. Shuya, Mistie Beck, Jeremy Barnett, Robert G. Kanulh, Jade Porter, Jennifer Cisneros, Jarrett Willson, Jack Nottingham

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Million and 00/100 Dollars (\$20,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

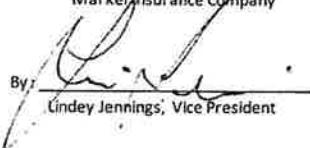
"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of February , 2022 .

SureTec Insurance Company

By: 
Michael C. Keimig, President

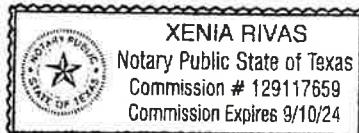


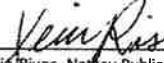
Markel Insurance Company
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 15th day of February , 2022 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, deposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

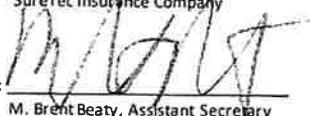
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Rivas, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 5 day of April, 2023.

SureTec Insurance Company

By: M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221941
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Bond No. _____



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, L.H. Lacy Company, Ltd.

as Principal,

and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of Texas

as Surety, are held and firmly bound unto City of Parker

as Obligee, in the sum of Two Million, One Hundred Twenty-Four Thousand, Four Hundred Ninety-One and 78/100-- (\$2,124,491.78) DOLLARS,

for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 22nd day of December, 2022.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 7th day of December, 2021, for Paving Improvements for White's Estate Phase 5 & 6

the terms of which agreement were completed and accepted the day of , ;
and

WHEREAS the Principal has given a Two (2) year guarantee under said agreement or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is, if the Principal shall well and truly comply with such guarantee, then this obligation to remain in full force.

PROVIDED that no right of action shall be created by this bond to or for the use of any person or corporation other than the Obligee named.

PROVIDED FURTHER, the Surety shall have no liability under this bond unless the Obligee shall give written notice of claim to the Surety at its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202 such notice to be given within the Two (2) year maintenance period.

L.H. Lacy Company, Ltd.

Principal

GREAT AMERICAN INSURANCE COMPANY

By: Ashley Britt

Attorney-in-Fact
Ashley Britt



January 16, 2023

Warner Group
Attn: Preston Walhood
pwalhood@warnergroup.com

Re: FM 2551 & BELVEDERE DR- PARKER

To Whom It May Concern:

Please accept this letter as notification of the gas status for the above referenced project. According to our records, CoServ Gas has completed pipe installation and gas is pressurized.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Afton Reeves".

Afton Reeves
Service & Logistics Supervisor
CoServ
areeves@coserv.com



LEONHARD

Distribution Map

- Work Location
- Town Border Station
- Square Off
- Gas Service Location
- 2" Plastic (Steel)
- 3" Plastic (Steel)
- 4" Plastic (Steel)
- 6" Plastic (Steel)
- 2" PVC (Steel)
- 3" PVC (Steel)
- 4" PVC (Steel)
- 6" PVC (Steel)
- 2" Coated Steel (Steel)
- 3" Coated Steel (Steel)
- 4" Coated Steel (Steel)
- 6" Coated Steel (Steel)
- Z" 2" Coated Steel (Aluminum)

Symbol Legend:

- Work Location: Blue square
- Town Border Station: Red square
- Square Off: Yellow square
- Gas Service Location: Green square
- 2" Plastic (Steel): Blue line
- 3" Plastic (Steel): Blue line with dots
- 4" Plastic (Steel): Blue line with dots and dashes
- 6" Plastic (Steel): Blue line with dashes
- 2" PVC (Steel): Blue line with dots
- 3" PVC (Steel): Blue line with dots and dashes
- 4" PVC (Steel): Blue line with dashes
- 6" PVC (Steel): Blue line with dashes
- 2" Coated Steel (Steel): Blue line with dots
- 3" Coated Steel (Steel): Blue line with dots and dashes
- 4" Coated Steel (Steel): Blue line with dashes
- 6" Coated Steel (Steel): Blue line with dashes
- Z" 2" Coated Steel (Aluminum): Blue line with dots

The symbols below use the following color scheme:

NOTICE

CoServ

GAS
770 555-5555

WHITESTONE EST 5 & 6

Address Books

ANSWER

THE BOSTONIAN

1000 J. POLYMER SCIENCE: PART A

reported for without Caliber Use Study. Caliber does not independently review any aspects of the data. Caliber

Want to hear more about certification? Go to www.certifiedrecycling.org and learn more about the use of green dots.



PO Box 548 / 14568 FM 121
Van Alstyne, TX 75495
(903) 482-7100
www.Grayson-Collin.Coop

January 12, 2023

TO: Whom It May Concern
RE: Whitestone Phase 5/6

Grayson Collin Electric Cooperative has completed installation of the underground electric infrastructure within Whitestone Phase 5/6 in Parker, Texas. All available transformers, pedestals and streetlights are energized.

I am looking forward to working with you on future projects and please feel free to contact me at (903)-482-7143 or wmcginnis@gcec.net if you have any questions.

Sincerely,

Will McGinnis
Operations Assistant



14.4kV

Gas, 15 kw per house 93 Lots

A = Phase 28 lots

Phase 37/94

G = Bhnsa 2B 241

ABC - Bhagat

Secondary

200

4x8 Vault

▲ Pad mount transformer

卷之三

Secondary pedestal

Street Light

First Date: 3/7

Grayson™

Bariatric Surgery

Phase 5-8 Parker-Terry

100

10

10





January 13, 2023

DAVID TIPTON



david@overwatchtx.com

469.628.3922

RE: Whitestone Ph.5

Mr. Tipton,

This letter is to confirm that the infrastructure has been put in place for Spectrum Cable Services to be provided in the subdivision Whitestone Ph.5 single family residential in Parker TX.

Sincerely,



Jessie Acevedo | Business Development Specialist | (C) 469 595-3004
1565 Chenault St, Dallas TX ,75228

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



By:



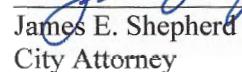
Z. Marshall
Mayor

ATTEST:



Carrie L. Smith
City Secretary

APPROVED AS TO FORM:



James E. Shepherd
City Attorney



20150511000539840 05/11/2015 09:48:23 AM AG 1/19

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed this 25th 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

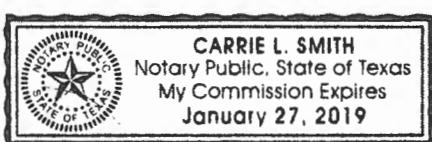
By: Stephen L. Sallman, Mgr.
 Name: Stephen L. Sallman
 Title: Manager

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

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

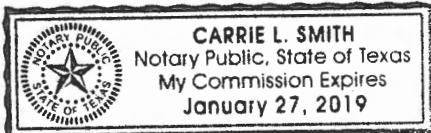
Title: Manager

STATE OF TEXAS §

§

COUNTY OF ~~DALLAS~~ §
COLLIN

This instrument was acknowledged on the 21st 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

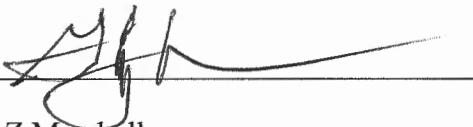
Notary Public in and for the State of Texas

My Commission Expires: 1/27/2019

CITY:

CITY OF PARKER, TEXAS

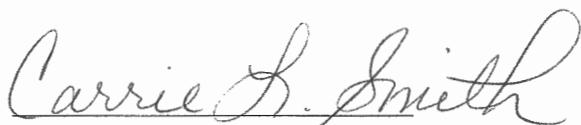


By: 

Name: Z Marshall

Title: Mayor

ATTEST:



Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

By: 

Name: James E. Shepherd

Title: City Attorney

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

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

EXHIBIT ADescription of Property

TRACT 1

METES AND BOUNDS DESCRIPTION

47605

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

4835S
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;

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 Geoffrey 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-Z

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 Denihoo recorded under Clerk's File No. 97-0009148;

THENCE North 89 degrees 36 minutes 13 seconds West at 2715.56 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.

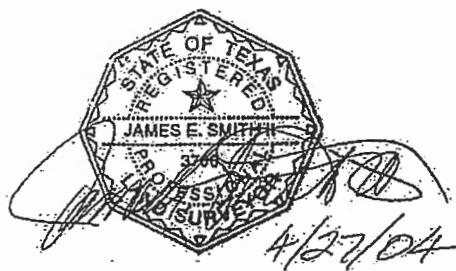


EXHIBIT A
PROPERTY DESCRIPTION
TRACT 3

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 $\frac{1}{4}$ 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.

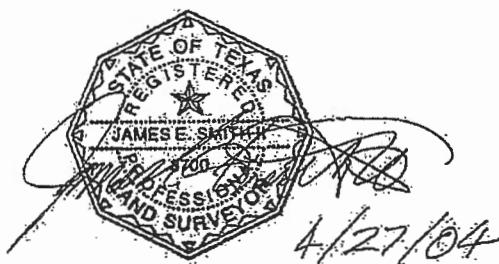


EXHIBIT B

DEVELOPMENT PLAN



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
512.246.7703 + 512.246.7701
www.secplanning.com + info@secplanning.com

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

 0
250
500
750
Scale: 1" = 500'
North
Date: March 30, 2015

SHEET FILE: C:\1140151-WARNER\Inc\dev\PLANNING\Lotting\1140151-20_BanquetTract 1 Lotting.dwg

The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

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 Kemp, County Clerk
Collin County, TEXAS
05/11/2015 09:48:23 AM
\$94.00 CJAMAL
20150511000539840

