



## AGENDA

### PLANNING AND ZONING COMMISSION MEETING

**DECEMBER 7, 2023 @ 5:00 PM**

Notice is hereby given: the Planning and Zoning Commission for the City of Parker will hold a Meeting on **Thursday, December 7, 2023, at 5:00 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 OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING PHASE 5 FINAL PLAT.**

#### **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 December 1, 2023, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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

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Date Notice Removed

Patti Scott Grey  
City Secretary

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



## 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: November 30, 2023
Exhibits:	<ol style="list-style-type: none"> <li>1. John W. Birkhoff, P.E., letter</li> <li>2. Development Application</li> <li>3. Waiver w/Fee receipt</li> <li>4. Final Plat</li> <li>5. Development Agreement</li> </ol>

### AGENDA SUBJECT

CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING PHASE 5 FINAL PLAT.

### SUMMARY

Please review the information provided for Kings Crossing Phase 5 Final Plat, 36 Residential Lots, 2 Common Area Lots, being 49.585 acres situated in the Ann S. Hurt Survey, Abstract No. 428, City of Parker, Colling 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:	11/30/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	11/ <b>xx</b> /2023 via Municode
Public Work Director	<i>Gary Machado</i>	Date:	12/ <b>xx</b> /2023

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

[www.bhcllp.com](http://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.

December 1, 2023

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

Re: Kings Crossing No. 5

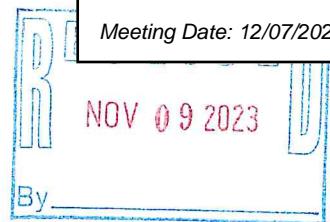
Dear Mr. Machado:

The city approved construction plans for the Kings Crossing No. 5 addition that included paving, drainage and utilities. The developer had their contractors construct the project to the approved plans. We attended the city walk thru of the completed work and developed a punch list of items to be addressed by the developer and their contractors. On Thursday November 30, 2023, the city confirmed the minor items identified in our November 8<sup>th</sup> letter (punch list items) are now complete and acceptable to the city. Accordingly, this project is recommended for final plat approval by the City.

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

Sincerely,  
  
John W. Birkhoff, P.E.

## KINGS CROSSING FIVE, LTD.



November 9, 2023

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

Ref: Kings Crossing Phase 5  
Final Plat Application

Dear Gary:

Attached is our Development Application for approval of the Final Plat for Kings Crossing Phase 5.

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

Base Fee	\$800
\$30/Acre x 49.5 Acres =	\$1,485
Application Fee	\$2,285

We request that the Final plat be placed on the next available P&Z Agenda in November or December.

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

Sincerely,

Preston Walhood

enclosure



## DEVELOPMENT APPLICATION City of Parker, Texas

Proposed Name of Subdivision: Kings Crossing - Phase 5

Plat Approval Requested	Filing Fee	Filing Fee
<input type="checkbox"/> Preliminary Plat	\$800.00 + \$30/acre	<input checked="" type="checkbox"/> Final Plat \$800.00 + \$30/acre = \$2,285
<input type="checkbox"/> Site Plan	\$300.00 + \$25/acre	<input type="checkbox"/> Minor Plat (5 acres or less) \$500.00 + \$100/lot
<input type="checkbox"/> Replat/Amended	\$500.00 plus \$15/lot	<input type="checkbox"/> Development Plat \$300.00 + \$30/acre

Physical Location of Property: North of Middleton Drive, 250' west of Lewis Lane

(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):

ABS A0428 ANN S HURT SURVEY,

(Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 49.5 Existing # of Lots/Tracts: 38 lots Existing Zoning: PD  
(If a PD, include the Ordinance with application)

Property Owner's Name: Kings Crossing Five, Ltd Phone Number: 214-368-0238

Applicant/Contact Person: Stephen L Sallman Title: Manager

Company Name: Kings Crossing Five, Ltd

Street/Mailing Address: 4040 North Central Expressway, Suite 850 City: Dallas State: TX Zip: 75204

Phone: 214-368-0238 Fax: \_\_\_\_\_ Email Address: ssallman@warnergroupp.com and pwalhood@warnergroupp.com

Engineering Company: Petit - ECD

Contact Person: Ryan King, PE Title: Engineer

Street/Mailing Address: 201 Windco Circle STE 100 City: Wylie State: TX Zip: 75098

Phone: 972-941-8400 Fax: \_\_\_\_\_ Email Address: ryan@petitt-ecd.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 COLLIN ) (

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

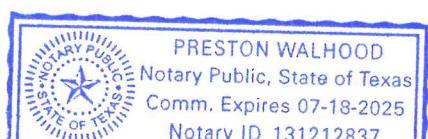
Stephen L Sallman  
Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 1<sup>st</sup> day of November, 2023.

Notary Public in and for the State of Texas: Preston Walhood

Over

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



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

**SUBMISSIONS.** Failure to submit all materials (including three sets of bound engineering plans) to the City with this application will result in delays scheduling the agenda date. Submit twelve (12) FOLDED to 8 1/2" X 11" copies of 24" X 36" prints [1"=100' scale] + electronic version in jpeg, .tiff, or .pdf format. Applicant is to submit a complete copy of this application and drawings to the City Engineer

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

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

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

**City Contact Information:**

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

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

Signature

Title

OFFICIAL SUBMISSION DATE

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

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

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

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

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

City Engineer

Building Official

Fire Department

Public Hearing Required:  Yes  No

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

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

1109

**Kings Crossing Five, Ltd.**

Development Account  
4040 N. Central Expwy., Suite 850  
Dallas, Texas 75204



81-43/829

11/8/2023

PAY TO THE  
ORDER OF

City of Parker

Two Thousand Two Hundred Eighty-Five and 00/100

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

MEMO

Final Plat Application Fee

111001109111

**Kings Crossing Five, Ltd.**

City of Parker

Final Plat Application Fee  
Kings Crossing Phase 5  
49.5 acres, 38 lots  
Invoice #110923

1109

2,285.00

1109



81-43/829

11/8/2023

PAY TO THE  
ORDER OF

\$ \*\*2,285.00

\*\*\*\*\*

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

NATURE

\*\*\*\*\* DOLLARS

*Wright*

\*\*\*\*\*

1109

2,285.00

Kings Five-Chkg (Sim) Final Plat Application Fee

2,285.00

## 2023 Zoning and Development Review Schedule

PLAT SUBMITTAL CALENDAR**			
Submittal Date	Planning & Zoning Meeting	City Council Meeting	
Thursday, October 12, 2023	Thursday, November 9, 2023	Tuesday, December 5, 2023	Tuesday, December 5, 2023
Thursday, November 9, 2023	Thursday, December 7, 2023	Tuesday, December 19, 2023	
Thursday, December 14, 2023	Thursday, January 11, 2024	Tuesday, February 6, 2024	
Thursday, January 11, 2024	Thursday, February 8, 2024	Tuesday, March 5, 2024	
Thursday, February 15, 2024	Thursday, March 14, 2024	Tuesday, April 2, 2024	
Thursday, March 28, 2024	Thursday, April 25, 2024	Tuesday, May 21, 2024	
Thursday, April 25, 2024	Thursday, May 23, 2024	Tuesday, June 18, 2024	
Thursday, May 2, 2024	Thursday, May 23, 2024	Tuesday, June 18, 2024	
Thursday, June 13, 2024	Thursday, July 11, 2024	Tuesday, August 6, 2024	
Thursday, July 11, 2024	Thursday, August 8, 2024	Tuesday, September 3, 2024	
Thursday, August 29, 2024	Thursday, September 26, 2024	Tuesday October, 15, 2024	

\*\*'Plat' includes Preliminary Plat, Final Plat, and Replat

\*\* Staff approval of simple replats and amended plats

20220323000468380 03/23/2022 03:54:22 PM D1 1/8

CHICAGO TITLE  
GF# 8058672100555

## Kings Crossing Phase 5

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

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

STATE OF TEXAS  
COUNTY OF COLLIN

**KNOW ALL PERSONS BY THESE PRESENTS:**

**That Bedell Family Limited Partnership**, a Texas limited partnership ("Grantor"), whose mailing address is 2205 W. Lucas Road, Allen, Texas 75002, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid by **Kings Crossing Five, Ltd.**, a Texas limited partnership ("Grantee"), whose mailing address is 4040 N. Central Expressway, Suite 850, Dallas, Texas 75204, and in further consideration of the sum of

as is evidenced by the execution and delivery by Grantee of that certain Promissory Note ("Note") dated of even date herewith in the principal amount of [REDACTED] with interest as therein provided and payable to **Simmons Bank** ("Lender"), said Note being secured by, among other things, a Deed of Trust ("Deed of Trust") of even date herewith from Grantee to **Mark A. Crawford**, as Trustee, for the benefit of Lender and by vendor's lien herein retained in favor of Lender, the receipt and sufficiency of all of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee all those certain lots, tracts or parcels of land situated in Collin County, Texas, described on **Exhibit A** attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest, if any, in and to adjacent streets, alleys, easements, rights-of-way, and existing rights of ingress and egress thereto, any adjacent strips or gores of real estate and oil, gas and other minerals (said land and appurtenances being herein together referred to as the "Property"); provided, however, Grantor hereby reserves an undivided one-half (1/2) of Grantor's right, title and interest in and to the oil, gas, and other minerals that are in and under the Property; provided, further, however, Grantor and Grantor's successors and assigns do hereby waive and release any and all rights of ingress and egress to and from the surface of the Property for any and all purposes, including, without limitation, exploring, prospecting, drilling or mining of oil, gas and other minerals. Notwithstanding the foregoing, incident to any pooling or unitization of portions of the Property with land other than the Property, Grantor may explore or produce oil and gas from the Property by means of wells that are drilled or mines that are open on land other than the Property, but which enter or bottom under the Property if and only if such operations do not interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property or the use of the surface by Grantee or Grantee's successors and assigns. The development of the Property as Phase 5 of Kings Crossing, a subdivision of Collin County, Texas, (the "Subdivision") is restricted to future development of a single-family residential subdivision and each platted single-family residential lot developed on the Property containing a minimum of forty-three thousand five hundred sixty (43,560) square feet.

Without limiting the foregoing, Grantor hereby assigns, transfers and conveys to Grantee, any and all development rights relating to, associated with or appurtenant to the Property, including, but not limited to, all right, title and interest of Grantor in and to: (a) utilities, sewage treatment capacity, water capacity, drainage and detention rights, if any, to serve or which will serve the Property and improvements now or hereafter constructed thereon; (b) surveys, engineering, soils, seismic, geological and environmental reports, studies, certificates and other technical descriptions applicable to the Property; (c) warranties, guaranties, indemnities, claims and causes of action, to the extent applicable to the Property; (d) licenses, permits, governmental approvals, utility commitments, utility rights, reimbursement rights, development rights or other similar rights; (e) rights to credits, refunds, and reimbursements, including, without limitation, any credits against, or right to pay reduced application fees, permit fees, inspection fees or impact fees; (f) rights under zoning cases, preliminary plans, plats, and other development applications and approvals; (g) rights

in and to engineering and architectural plans and specifications; (h) awards or proceeds relating to the Property that are unpaid as of the date hereof; (i) rights of an owner under any declaration of covenants, conditions, and restrictions, but not including any rights as declarant; and (j) all other development rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

This conveyance is made subject to the easements, covenants and other matters and exceptions set forth in **Exhibit B** attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions"), but only to the extent the same are valid and subsisting and affect the Property as of the date hereof, and without limitation or expansion of the scope of the warranty herein contained.

**TO HAVE AND TO HOLD** the Property, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular the Property unto Grantee and Grantee's successors and assigns, when the claim is made by, through or under Grantor, but not otherwise.

It is expressly agreed and stipulated that a vendor's lien and the superior title are retained against the Property until the Note, and all interest thereon, are fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute. The vendor's lien and superior title are hereby assigned and transferred to Lender by Grantor without recourse on Grantor.

**IN WITNESS WHEREOF**, Grantor has executed this Special Warranty Deed with Vendor's Lien to be effective as of March 21, 2022, although this Special Warranty Deed with Vendor's Lien may not have been executed on that date.

**GRANTOR:**

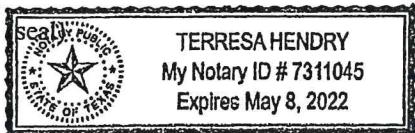
**Bedell Family Limited Partnership,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
a Texas corporation,  
General Partner

By: Sandy L. Bedell  
Sandy L. Bedell,  
Vice President

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on March 21, 2022, by Sandy L. Bedell, Vice President of Bedell Investments, Inc., a Texas corporation, General Partner of Bedell Family Limited Partnership, a Texas limited partnership, on behalf thereof and in the capacity herein stated.



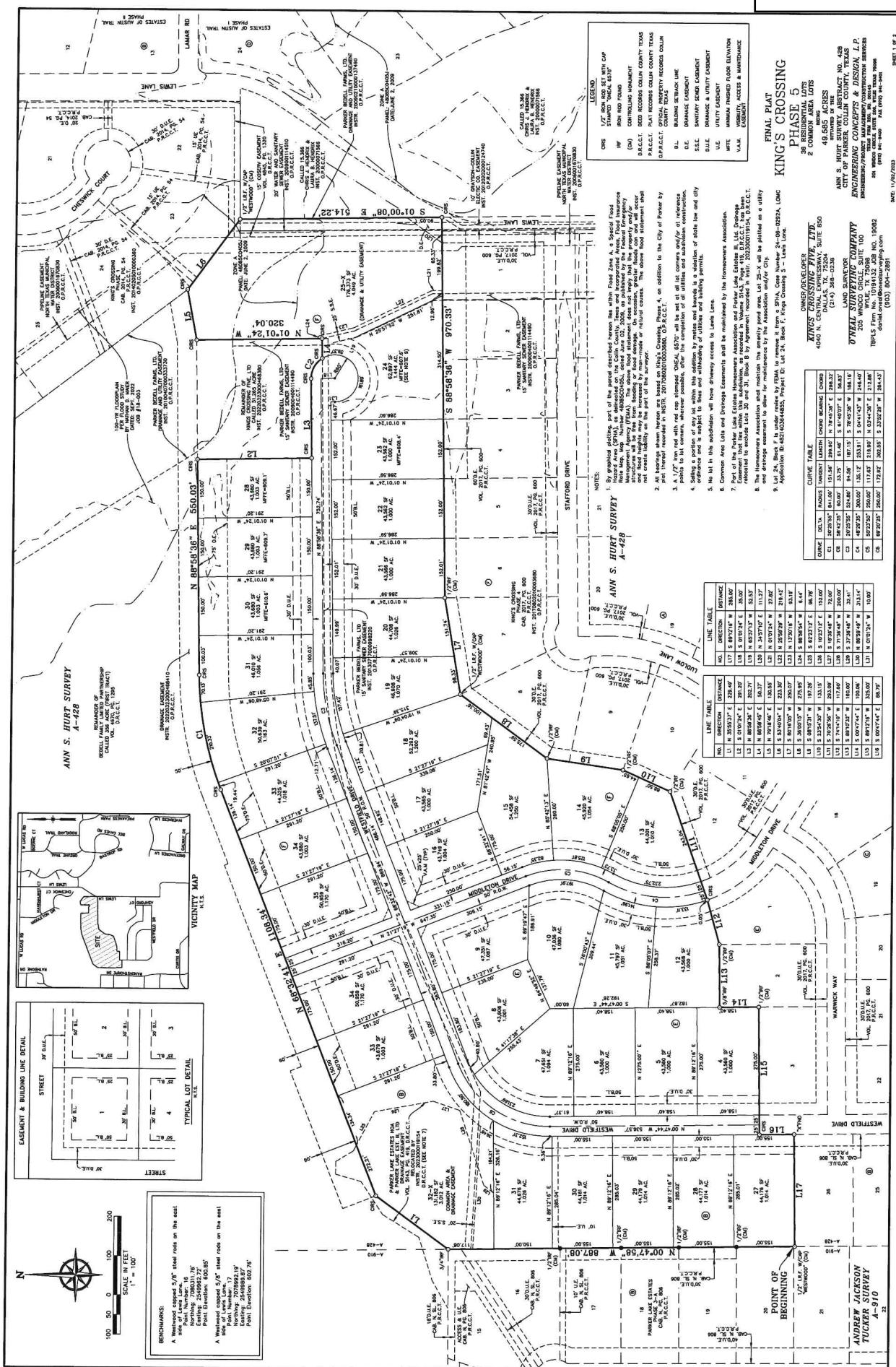
Notary Public, State of Texas

**After recording, return to:**

Kings Crossing Five, Ltd.  
4040 N. Central Expressway, Suite 850  
Dallas, Texas 75204  
Attn: Stephen L. Sallman

Prepared in the law offices of:

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





## KING'S CROSSING PHASE 5

**BEING 49.585 ACRES OF LAND LOCATED IN THE ANN HURT SURVEY, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS, BEING ALL OF THE KINGS CROSSING PHASE FOUR, LTD. CALLED 0.151-ACRE AND 0.247-ACRE TRACTS AS DESCRIBED IN INSTRUMENT 20200709001061490, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT), AND A PORTION OF THE KINGS CROSSING FIVE, LTD. CALLED 51.265 ACRE TRACT AS DESCRIBED IN INSTRUMENT 20220323000468380, OPRCCT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED 51.265-ACRE TRACT AND THE NORTHWEST CORNER OF KINGS CROSSING PHASE 4, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20170802010003680, OPRCCT, SAME BEING THE COMMON EAST LINE OF PARKER LAKE ESTATES PHASE 3-A, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET N, SLIDE 806, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT);**

**THENCE NORTH 00 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE COMMON LINE OF SAID PARKER LAKE ESTATES PHASE 3-A AND SAID 51.265-ACRE TRACT, A DISTANCE OF 887.08 FEET TO A 3/4-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID PARKER LAKE ESTATES PHASE 3-A, FROM WHICH A 5/8-INCH IRON ROD FOUND IN THE NORTH LINE OF SAID PARKER LAKE ESTATES 3-A AND THE SOUTHEAST CORNER OF PARKER LAKE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET M, SLIDE 203, PRCCT BEARS SOUTH 89 DEGREES 39 MINUTES 11 SECONDS WEST, A DISTANCE OF 538.86 FEET;**

**THENCE ALONG THE NORTH LINE OF SAID 51.265-ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:**

- 1) NORTH 35 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 229.49 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (HEREAFTER CALLED IRON ROD SET);
- 2) NORTH 68 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 1108.34 FEET TO AN IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 20 DEGREES 25 MINUTES 55 SECONDS, A RADIUS OF 841.00 FEET AND A LONG CHORD THAT BEARS NORTH 78 DEGREES 45 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 298.32 FEET;
- 3) NORtheasterly along said curve to the right, an arc length of 299.90 feet to an iron rod set;
- 4) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 550.03 FEET TO AN IRON ROD SET;

**THENCE, OVER AND ACROSS SAID 51.265-ACRE TRACT, THE FOLLOWING FIVE COURSES AND DISTANCES:**

- 1) SOUTH 01 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 291.20 FEET TO AN IRON ROD SET;
- 2) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 202.71 FEET TO AN IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 58 DEGREES 42 MINUTES 35 SECONDS, A RADIUS OF 60.00 FEET AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 40 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 58.83 FEET;
- 3) SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 61.48 FEET TO AN IRON ROD SET;
- 4) NORTH 88 DEGREES 58 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.37 FEET TO AN IRON ROD SET;
- 5) NORTH 01 DEGREES 01 MINUTES 24 SECONDS WEST, A DISTANCE OF 320.04 FEET TO AN IRON ROD SET IN THE NORTH LINE OF SAID 51.265-ACRE TRACT;

**THENCE NORTH 79 DEGREES 18 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 130.55 FEET TO AN IRON ROD SET AT AN EXTERIOR ANGLE CORNER OF LOT 24, KINGS CROSSING PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20140205010000360, OPRCCT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT AN EXTERIOR CORNER OF JUST MENTIONED KINGS CROSSING PHASE 1 BEARS NORTH 37 DEGREES 10 MINUTES 08 SECONDS WEST, A DISTANCE OF 1617.25 FEET;**

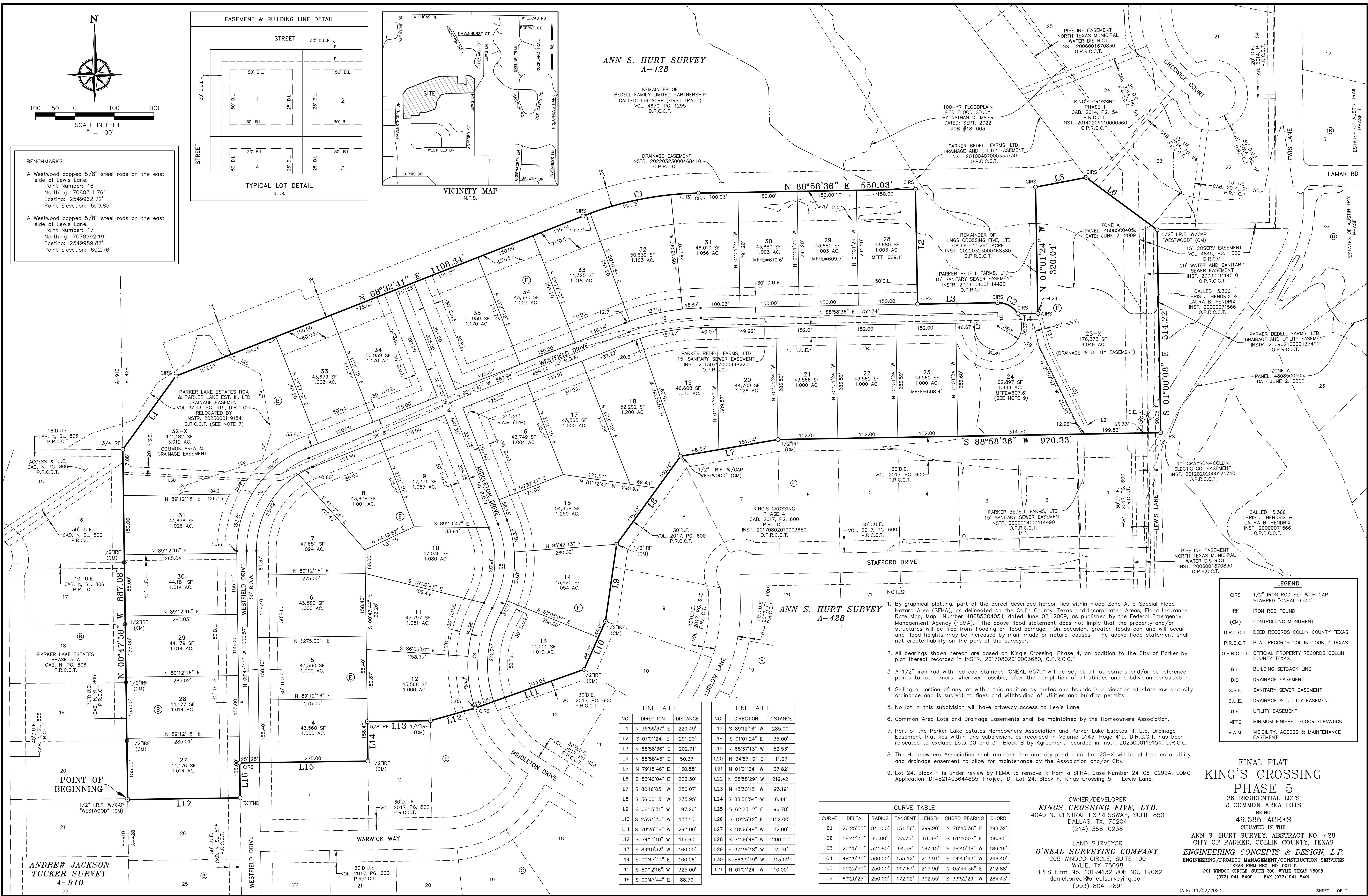
**THENCE SOUTH 53 DEGREES 40 MINUTES 04 SECONDS EAST, ALONG THE COMMON LINE OF SAID KINGS CROSSING, PHASE 1 AND SAID 51.265-ACRE TRACT, A DISTANCE OF 223.30 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID KINGS CROSSING PHASE 1, SAME BEING THE NORTHWEST CORNER OF THE CHRIS J. HENDRIX AND LAURA B. HENDRIX CALLED 15.366 ACRE TRACT AS DESCRIBED IN INSTRUMENT 2000-0071566, OPRCCT;**

**THENCE SOUTH 01 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF SAID 51.265-ACRE TRACT AND THE COMMON WEST LINE OF THE ABOVE-MENTIONED 15.366 ACRE TRACT, A DISTANCE OF 514.22 FEET TO AN IRON ROD SET AT THE NORTHEAST CORNER OF THE ABOVE-MENTIONED KINGS CROSSING PHASE 4 ADDITION;**

**THENCE ALONG THE NORTH LINE OF SAID KINGS CROSSING PHASE 4 ADDITION, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:**

- 1) SOUTH 88 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 970.33 FEET TO A 1/2-INCH IRON ROD FOUND;
- 2) SOUTH 80 DEGREES 16 MINUTES 05 SECONDS WEST, A DISTANCE OF 250.07 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND;
- 3) SOUTH 36 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 275.95 FEET TO A 1/2-INCH IRON ROD FOUND;

- 4) SOUTH 08 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 197.26 FEET TO A 1/2-INCH IRON ROD FOUND;
- 5) SOUTH 23 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 133.15 FEET TO A 1/2-INCH IRON ROD FOUND;
- 6) SOUTH 70 DEGREES 26 MINUTES 56 SECONDS WEST, A DISTANCE OF 293.09 FEET TO AN IRON ROD SET;
- 7) SOUTH 74 DEGREES 14 MINUTES 10 SECONDS WEST, A DISTANCE OF 117.60 FEET TO A 1/2-INCH IRON ROD FOUND;
- 8) SOUTH 89 DEGREES 10 MINUTES 32 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A 5/8-INCH IRON ROD FOUND (DISTURBED);
- 9) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 100.06 FEET TO A 1/2-INCH IRON ROD FOUND;
- 10) SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 325.00 FEET TO AN IRON ROD SET;
- 11) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 88.79 FEET TO AN "X" FOUND;
- 12) SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 285.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 49.585 ACRES OF LAND, MORE OR LESS.



## OWNER'S CERTIFICATE &amp; DEDICATION

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS, KINGS CROSSING FIVE, LTD., BEING THE OWNER OF 49.585 ACRES OF LAND LOCATED IN THE ANN HURT SURVEY, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS, BEING ALL OF THE KINGS CROSSING PHASE FOUR, LTD, CALLED 0.151-ACRE AND 0.247-ACRE TRACTS AS DESCRIBED IN INSTRUMENT 2020079001061490, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT), AND A PORTION OF THE KINGS CROSSING FIVE, LTD, CALLED 51.265 ACRE TRACT AS DESCRIBED IN INSTRUMENT 20220323000468380, OPRCCT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED 51.265-ACRE TRACT AND THE NORTHWEST CORNER OF KINGS CROSSING PHASE 4, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20170802010003680, OPRCCT, SAME BEING THE COMMON EAST LINE OF PARKER LAKE ESTATES PHASE 3-A, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET N, SLIDE 806, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT);

THENCE NORTH 00 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE COMMON LINE OF SAID PARKER LAKE ESTATES PHASE 3-A AND SAID 51.265-ACRE TRACT, A DISTANCE OF 887.08 FEET TO A 3/4-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID PARKER LAKE ESTATES PHASE 3-A, FROM WHICH A 5/8-INCH IRON ROD FOUND IN THE NORTH LINE OF SAID PARKER LAKE ESTATES 3-A AND THE SOUTHEAST CORNER OF PARKER LAKE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET M, SLIDE 203, PRCCT BEARS SOUTH 89 DEGREES 39 MINUTES 11 SECONDS WEST, A DISTANCE OF 538.86 FEET;

THENCE ALONG THE NORTH LINE OF SAID 51.265-ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 35 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 229.49 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (HEREAFTER CALLED IRON ROD SET);
- 2) NORTH 68 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 1108.34 FEET TO AN IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 20 DEGREES 25 MINUTES 55 SECONDS, A RADIUS OF 841.00 FEET AND A LONG CHORD THAT BEARS NORTH 78 DEGREES 45 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 298.32 FEET;
- 3) NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 299.90 FEET TO AN IRON ROD SET;
- 4) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 550.03 FEET TO AN IRON ROD SET;

THENCE, OVER AND ACROSS SAID 51.265-ACRE TRACT, THE FOLLOWING FIVE COURSES AND DISTANCES:

- 1) SOUTH 01 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 291.20 FEET TO AN IRON ROD SET;
- 2) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 202.71 FEET TO AN IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 58 DEGREES 42 MINUTES 35 SECONDS, A RADIUS OF 60.00 FEET AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 40 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 58.83 FEET;
- 3) SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 61.48 FEET TO AN IRON ROD SET;
- 4) NORTH 88 DEGREES 58 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.37 FEET TO AN IRON ROD SET;
- 5) NORTH 01 DEGREES 01 MINUTES 24 SECONDS WEST, A DISTANCE OF 320.04 FEET TO AN IRON ROD SET IN THE NORTH LINE OF SAID 51.265-ACRE TRACT;

THENCE NORTH 79 DEGREES 18 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 130.55 FEET TO AN IRON ROD SET AT AN EXTERIOR ANGLE CORNER OF LOT 24, KINGS CROSSING PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20140205010000360, OPRCCT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT AN EXTERIOR CORNER OF JUST MENTIONED KINGS CROSSING PHASE 1 BEARS NORTH 37 DEGREES 10 MINUTES 08 SECONDS WEST, A DISTANCE OF 1617.25 FEET;

THENCE SOUTH 53 DEGREES 40 MINUTES 04 SECONDS EAST, ALONG THE COMMON LINE OF SAID KINGS CROSSING, PHASE 1 AND SAID 51.265-ACRE TRACT, A DISTANCE OF 223.30 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID KINGS CROSSING PHASE 1, SAME BEING THE NORTHWEST CORNER OF THE CHRIS J. HENDRIX AND LAURA B. HENDRIX CALLED 15.366 ACRE TRACT AS DESCRIBED IN INSTRUMENT 2000-0071566, OPRCCT;

THENCE SOUTH 01 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF SAID 51.265-ACRE TRACT AND THE COMMON WEST LINE OF THE ABOVE-MENTIONED 15.366 ACRE TRACT, A DISTANCE OF 514.22 FEET TO AN IRON ROD SET AT THE NORTHEAST CORNER OF THE ABOVE-MENTIONED KINGS CROSSING PHASE 4 ADDITION;

THENCE ALONG THE NORTH LINE OF SAID KINGS CROSSING PHASE 4 ADDITION, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

- 1) SOUTH 88 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 970.33 FEET TO A 1/2-INCH IRON ROD FOUND;
- 2) SOUTH 80 DEGREES 16 MINUTES 05 SECONDS WEST, A DISTANCE OF 250.07 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND;
- 3) SOUTH 36 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 275.95 FEET TO A 1/2-INCH IRON ROD FOUND;
- 4) SOUTH 08 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 197.26 FEET TO A 1/2-INCH IRON ROD FOUND;
- 5) SOUTH 23 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 133.15 FEET TO A 1/2-INCH IRON ROD FOUND;
- 6) SOUTH 70 DEGREES 26 MINUTES 56 SECONDS WEST, A DISTANCE OF 293.09 FEET TO AN IRON ROD SET;
- 7) SOUTH 74 DEGREES 14 MINUTES 10 SECONDS WEST, A DISTANCE OF 117.60 FEET TO A 1/2-INCH IRON ROD FOUND;
- 8) SOUTH 89 DEGREES 10 MINUTES 32 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A 5/8-INCH IRON ROD FOUND (DISTURBED);
- 9) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 100.06 FEET TO A 1/2-INCH IRON ROD FOUND;
- 10) SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 325.00 FEET TO AN IRON ROD SET;
- 11) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 88.79 FEET TO AN "X" FOUND;
- 12) SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 285.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 49.585 ACRES OF LAND, MORE OR LESS.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, KINGS CROSSING FIVE, LTD., does hereby adopt this plat designating the herein described property as KING'S CROSSING, PHASE 5, on addition to the City of Parker, Texas, and does hereby dedicate to the City of Parker, the roads, rights-of-way and easements shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, to the City of Parker forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Parker's use thereof. The City of Parker and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the systems in said Easements. The City of Parker and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of their respective systems without the necessity at any time procuring the permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolution of the City of Parker, Texas.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

For: Kings Crossing Five, Ltd

By: KC Advisors, LLC  
a Texas limited liability company

By: Stephen L Sallman  
Manager

STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Stephen L Sallman, Manager of KC Advisors, LLC, a Texas limited liability company as general partner of Kings Crossing Five, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of thereof and in the capacity herein stated for the purposes and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

## SURVEYOR'S CERTIFICATE

This is to certify that I, Daniel Chase O'Neal, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all lot corners, angle points, and points of curvature have been properly marked on the ground, and that this plat correctly represents that survey made under my supervision.

GIVEN UNDER MY HAND AND SEAL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Released for review only.

DANIEL CHASE O'NEAL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 6570

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Paul J. Hubert, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

LOT SIZE TABLE			
BLOCK	LOT	AREA	ACREAGE
B	27	44,176	1.014
B	28	44,177	1.014
B	29	44,179	1.014
B	30	44,181	1.014
B	31	44,676	1.026
B	32-X	131,182	3.012
B	33	43,679	1.003
B	34	50,959	1.170
E	4	43,560	1.000
E	5	43,560	1.000
E	6	43,560	1.000
E	7	47,651	1.094
E	8	43,608	1.001
E	9	47,351	1.087
E	10	47,036	1.080
E	11	45,797	1.051
E	12	43,568	1.000
F	13	44,001	1.010
F	14	45,920	1.054
F	15	54,458	1.250
F	16	43,749	1.004
F	17	43,565	1.000
F	18	52,292	1.200
F	19	46,608	1.070
F	20	44,708	1.026
F	21	43,566	1.000
F	22	43,562	1.000
F	23	43,562	1.000
F	24	62,897	1.444
F	25-X	176,373	4.049
F	28	43,680	1.003
F	29	43,680	1.003
F	30	43,680	1.003
F	31	46,010	1.056
F	32	50,639	1.163
F	33	44,325	1.018
F	34	43,680	1.003
F	35	50,959	1.170

## CITY APPROVAL CERTIFICATE

Recommended for Approval:

Chairman, Planning and Zoning Commission \_\_\_\_\_ Date \_\_\_\_\_

Approved and Accepted:

Mayor, City of Parker, Texas \_\_\_\_\_ Date \_\_\_\_\_

The undersigned, the City Secretary of the City of Parker, hereby certifies that the foregoing final plat of KING'S CROSSING PHASE 5, a subdivision or addition to the City of Parker was submitted to the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the mayor to note the approval thereof by signing his name herein above subscribed,

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

City Secretary  
City of Parker, Texas \_\_\_\_\_ Date \_\_\_\_\_

FINAL PLAT  
KING'S CROSSING  
PHASE 5  
36 RESIDENTIAL LOTS  
2 COMMON AREA LOTS  
BEING  
49.585 ACRES  
SITUATED IN THE  
ANN S. HURT SURVEY, ABSTRACT NO. 428  
CITY OF PARKER, COLLIN COUNTY, TEXAS  
ENGINEERING CONCEPTS & DESIGN, L.P.  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
TEXAS FIRM REG. NO. 00145  
201 WINDCO CIRCLE, SUITE 201, WYLIE, TEXAS 75098  
(972) 841-8400 FAX (972) 941-8401  
TPBLS Firm No. 10194132 JOB NO. 19082  
daniel.oned@onesurveying.com  
(903) 804-2891

**RESOLUTION NO. 2007- 170***(Bedell Tract Development Agreement with Warner Group)***RECEIVED**

SEP 28 2007

**CITY OF PARKER**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PARKER, BEDELL FAMILY LIMITED PARTNERSHIP, LEWIS BEND PARTNERS, LTD. AND WARNER GROUP. AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to protect the health, safety and welfare of its citizens, and

WHEREAS, the parker city council deems it in the best interest of the city of parker to enter into a development agreement with Bedell Family Limited Partnership, Lewis Bend Partners, LTD and Warner Group.

WHEREAS, The Parker City Council has been presented with a Development Agreement, entitled "Exhibit A" and incorporated herein by reference (hereinafter called the "Agreement"); and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:**

**SECTION 1.** The terms and conditions of the Agreement are approved, pursuant to the Texas Local Government code chapters 212 and 380, and all other relevant law.

**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.** The City Council approves this Agreement subject to the provision for Indemnification being strictly limited by the Constitution of the State of Texas with respect to the creation of a debt. The City of Parker does not undertake to indemnify the City to the extent the provision is unlawful, nor does the City commit to providing a fund, or funding, for such indemnification.

**SECTION 4.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Professional Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of the Resolution and the agreement left standing.

**DULY RESOLVED** by the City Council of the City of Parker, Texas on this  
the 21<sup>st</sup> day of August 2007.



ATTEST:

Carrie L. Smith  
Carrie L. Smith, City Secretary

APPROVED:

  
\_\_\_\_\_  
Jerry Tartaglino, Mayor

Approved to Form:

James E. Shepherd, City Attorney

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is executed this 11<sup>th</sup> day of September, 2007, by and among the CITY OF PARKER, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City"), BEDELL FAMILY LIMITED PARTNERSHIP, a Texas limited partnership ("Bedell"), LEWIS BEND PARTNERS, LTD., a Texas limited partnership and WARNER CAPITAL, LLC, a Texas limited liability company (collectively, "Developer").

### I RECITALS

A. Developer owns certain land (Tract 4) and is the prospective purchaser of certain other land (Tracts 1, 2, 3 and 5) (the "Property") located in the extraterritorial jurisdiction ("ETJ") of the City of Parker, Collin County, Texas. The proposed development of the Property (the "Development") is more fully described in Exhibit "A" attached hereto and depicted on the conceptual plan attached as Exhibit "B" hereto.

B. Bedell is the record owner of Tracts 1, 2, 3 and 5 shown on the conceptual plan attached as Exhibit "B" ("Bedell's Tracts").

C. The Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement.

D. The Parties intend that the Property will continue to exist within the City's ETJ and be immune from annexation by the City to the extent provided by law and by this Agreement.

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

F. The Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement.

G. The Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Sections 212.172 and 380 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

## II

### ANNEXATION AND DEVELOPMENT

1. ***Agreement Not to Annex.*** The City agrees to not annex any portion of the Property until it receives a petition for annexation from Bedell or Developer as described in Paragraph 5 below. Bedell and/or Developer agree to file a petition for annexation for each tract of the Property as described in Paragraph 5 below.

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 Developer and the City, the "Development Plan"). All development applications shall substantially comply with the Development Plan. Developer may make minor revisions to the Development Plan so long as the total number of single-family lots does not exceed 315. A development application (e.g. a preliminary plat application) must be filed with and approved by the City prior to development.

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; and
- c. The special regulations set forth on Exhibit "C" ("Special Regulations").

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 substantially inconsistent with the Governing Regulations may be denied by the City.

5. ***Annexation and Zoning.*** Unless mutually agreed to by the parties, the annexation of any portion of the Property, should it occur, shall be undertaken only in accordance with a petition submitted by Bedell or Developer. The petition to annex Tract 4 must be submitted by Developer within ten (10) business days after North Texas Municipal Water District ("NTMWD") approval for the City to provide sanitary sewer service to the Property. Executed deed restriction instruments applying the Special Regulations to the Property must be tendered to the City with the petition to annex Tract 4. Petitions for the other tracts must be submitted for each phase of the Development within ten (10) business days after the final approval of a preliminary plat for said phase. Failure to file the annexation petition within ten (10) days after final approval of the preliminary plat shall void the approved preliminary plat. Upon such 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 that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations, and the City agrees, to the maximum extent permitted by law, to zone the Property to a district that is consistent with the Governing Regulations. The City may, in the event it does not have a zoning district compatible with the

Governing Regulations (e.g. "Retail"), annex the area, and not zone the area, relying instead on the enforcement of the Agreement and applicable deed restrictions. 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 any portion of the Property, any development of the annexed land shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Developer may, at its option, choose to develop in accordance with such zoning. No construction or development may take place on the Property which does not conform to this Agreement and the Governing Regulations without written agreement by the Developer, Bedell (if still the owner of the Property), and City.

## **2.0 WATER SYSTEM**

**2.1 Certificate of Convenience and Necessity ("CCN")** – The City is the holder of a water CCN that includes the Property.

**2.2 Water Service** – The City hereby represents that sufficient 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 (Parker Lake Estates).

**2.3 Master Plan** – Proposed new major water infrastructure needed for the Development will be included on the City's Water System Master Plan. Water line improvements connecting the Property to the City's existing water line terminus ("Off-site Water Line") shall be constructed by Developer.

**2.4 Cost-Sharing** – The estimated engineering and construction costs for the Off-site Water Line is \$87,400.00. Developer will be reimbursed for all of its actual costs for engineering and constructing the Off-site Water Line in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld.

## **3.0 SANITARY SEWER**

**3.1 Sewer Service** – The City agrees to use best efforts to enter into an agreement with NTMWD assuring sanitary sewer service will be provided to the Property. If NTMWD does not provide this assurance by October 15, 2007, this Development Agreement shall be deemed null and void and of no force or effect. The City hereby represents that sufficient sanitary sewer 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 (Parker Lake Estates), subject to the Developer's plans for the construction being sufficiently engineered and installed to not burden the operation of the sewer system.

**3.2 Sanitary Sewer Expansion and Extension** – Developer will install a new lift station, force mains and gravity relief mains and connections necessary for providing sanitary

sewer service to the Property as well as providing relief to Parker Lake Estates Phase 3A and 3B ("Sanitary Sewer Expansion").

**3.3 Master Plan** – The proposed Sanitary Sewer Expansion will be included on the City's Wastewater System Master Plan.

**3.4 Cost-Sharing** – The estimated engineering and construction costs for the Sanitary Sewer Expansion is \$492,800.00. Developer will be reimbursed for all of its actual costs for engineering and constructing the Sanitary Sewer Expansion in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld.

## **4.0 ROADWAY SYSTEM**

**4.1 Lewis Lane** – Developer will dedicate right of way and, unless installed by the County, improve Lewis Lane with a 2 inch asphalt overlay on the sections of Lewis Lane adjacent to the Property.

**4.2 Lucas Road** – Developer will dedicate right of way at the time of platting but will not be required to improve Lucas Road.

**4.3 Interior Roadway Construction** – On all interior roads in the subdivision, the City will allow Developer to dedicate 50 foot wide rights of way. The Developer shall dedicate drainage and utility easements if needed. If these easements are needed, then the width of these easements shall be no less than five feet (5') on each side of the right-of-way.

**4.4 Cost-Sharing** – The estimated engineering and construction costs for Lewis Lane are \$109,000.00. Developer will be reimbursed for its actual costs for engineering and constructing Lewis Lane in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld. The parties agree and acknowledge that it is anticipated that Collin County will improve Lewis Lane without the participation of the Developer or the City.

## **5.0 GENERAL**

**5.1 Reimbursement of Offsite Costs** – The City agrees to reimburse Developer for its actual and approved costs for engineering and constructing the Sanitary Sewer Expansion, Lewis Lane and Off-site Water Line from City fees collected within the Development until full reimbursement at the rate of the actual cost of city fees and permits (including construction, water meter and sewer fees), not to exceed reimbursement of \$7,000 per lot. Pro rata fees, if any, and abatement of Developer's platting and subdivision inspection fees shall also be credited against the Reimbursement Costs. All fees shall be charged to the party requesting the permit, and upon payment to the City, such payment shall be paid to the Developer on a quarterly basis. The City may specifically waive fees paid by the Developer and receive credit against the

Reimbursement Costs. The City and the Developer shall each maintain records of the costs and the credits taken against the costs.

The City shall collect prorata payments at the time any other developers of land not developed by Developer "tie in" to the Sanitary Sewer Expansion or Off-site Water Line and shall pay these collected amounts to Developer until full reimbursement of Developer costs.

**5.2 Reimbursement Caps**— Pursuant to Sections 2.4, 3.4 and 4.4, no reimbursements shall be made without prior City approval of the construction plans and contract price as described in those sections. The maximum reimbursement levels to the Developer are as follows: (a) Water System - \$87,400.00; (b) Sanitary Sewer - \$492,800.00; and (c) Lewis Lane - \$109,000.00.

## **6.0 GENERAL**

**6.1 Inspection and Platting Fee Abatement** – The City shall waive all platting and subdivision inspection permit fees associated with development of the Property by Developer until full reimbursement of the Sanitary Sewer Expansion, Lewis Lane and Off-site Water Line costs. All waived fees shall be credited against the approved Reimbursement Costs.

**6.2 Condemnation** – Developer shall be initially responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which the City determines are necessary for the construction or operation of off-site infrastructure. The City agrees to secure right-of-ways or easements required for infrastructure (including franchise utilities) to serve the Development once Developer has exhausted all reasonable efforts to secure such rights-of-way or easements. The Developer shall share pro rata in the costs of off-site rights-of-way or easement acquisitions.

**6.3 Early Plat Recording** – Developer may record a final plat before the final public improvements are completed and accepted provided a performance bond or surety bond approved by the City is in place. The bond may be submitted for City approval, with the Developer's estimates of each unfinished item and its cost of completion (plus 20% contingency) upon completion of the roads, drainage ways, water and sewer lines. The bond shall include funds for the restoration and repair, if needed, of the drainage (bar) ditches as a result of any damage to the ditches caused by builder activity or utility construction.

**6.4 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 by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed when actually received. Such notice shall be given to the parties hereto at the address set forth below. 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.

If Notice to Owner:

Bedell Family Limited Partnership  
c/o Jerry Bedell  
2205 W. Lucas Road  
Allen, Texas 75002

with a copy to:

John T. Helm, Esq.  
P.O. Box 121  
Allen, Texas 75013

If Notice to Developer:

Steve Sallman  
4925 Greenville Avenue  
Suite 1020  
Dallas, Texas 75206

with a copy to:

Arthur J. Anderson  
Winstead PC  
5400 Renaissance Tower  
1201 Elm Street  
Dallas, Texas 75270-2199

If Notice to Parker:

City Administrator  
City of Parker  
5700 East Parker Road  
Parker, Texas 75002

with a copy to:

James E. Shepherd  
City Attorney  
c/o The Shepherd Law Firm  
1901 North Central Expressway  
Suite 200  
Richardson, TX 75080-3558

## 6.5 Defaults.

a. If a party is in default under this Agreement, the nondefaulting party must notify all parties in writing of an alleged failure by the 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 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. Bedell shall have the right, but not the duty, to cure an alleged default by the Developer.

b. The nondefaulting 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.

c. If the nondefaulting 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 nondefaulting party, or that such failure is excusable, such determination must conclude the investigation.

d. If the nondefaulting 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 nondefaulting party, then the nondefaulting party may proceed to mediation.

e. 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 days after the mediation is initiated or 14 days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally unless agreed otherwise by the parties.

f. 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 nondefaulting party may file suit in a court of competent jurisdiction in Collin County, Texas, and seek any relief available at law or in equity. Construction or development of the Property not in compliance with this Agreement is a material breach of this Agreement. Construction or development in accordance with all material requirements of a City-approved development application shall be presumed to be in compliance with this Agreement.

#### **6.6 Miscellaneous:**

- a. Assignment of Agreement. Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of City and Bedell, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of the Developer's obligations as set forth in this Agreement.
- b. 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.
- c. Savings/Severability. In case any one 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 effect 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.
- d. 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.
- e. Construction. All construction associated with the Development will be in accordance with applicable ordinances, regulations, development standards and standard details of the City in effect on the effective date of this Agreement.
- f. Entire Agreement and Amendments. 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 this Agreement.
- g. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration as to the Developer and Bedell, and the sufficiency of which is forever confessed; and pursuant to § 212.172 of the TEX. LOC. GOV'T CODE as to the City.

- h. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.
- i. 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.
- j. 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.
- k. Time is of the Essence. Time is of the essence in this Agreement.
- l. Reservation of Rights and Claims. 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.
- m. Recordation, Releases, and Estoppel.
  - (i) Recordation. Pursuant to the requirements of Section 212.172(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, 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 regulations that apply to specific lots" mean the Governing Regulations 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).
  - (ii) Releases. From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall 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.

- (iii) 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.
- n. 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.
- o. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.
- p. 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 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.

**6.7 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 except as follows:

- a. The City waives its governmental immunity from suit and immunity from liability solely as to any action brought by a party to pursue the remedies available under this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than a party to this Agreement.
- b. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

**6.8 Effective Date** - The effective date of this Development Agreement shall be the date on which this Agreement is approved by the City Council of the City.

EXECUTED as of the date first above written.

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
Its: Managing Partner

By: Walter G. Bedell  
Walter G. Bedell

Its: President

Date: 9-4-07

**LEWIS BEND PARTNERS, LTD.,**

a Texas limited partnership

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

By: Warner Capital, L.L.C.,

A Texas limited liability company,

General Partner

By: Stephen L. Sallman, mgr.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

**WARNER CAPITAL, LLC,**  
a Texas limited liability company

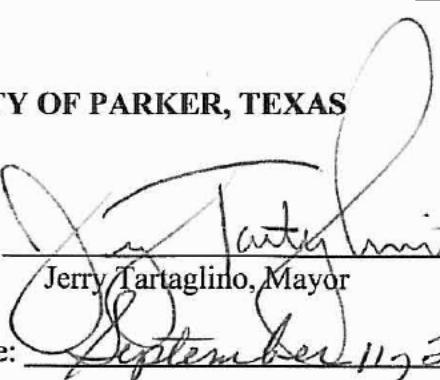
By: Stephen L. Sallman, mgr.  
Stephen L. Sallman  
Its: President Manager

Date: 9/6/07

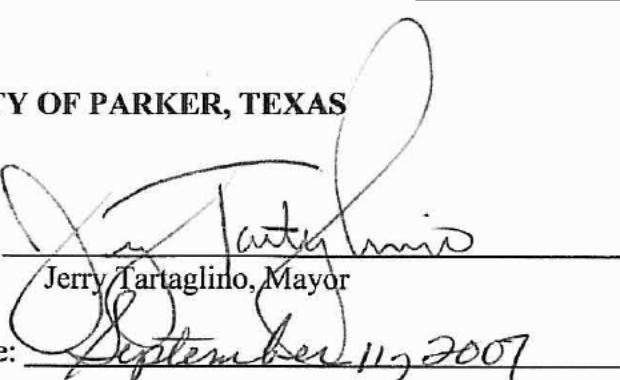


**CITY OF PARKER, TEXAS**

By:

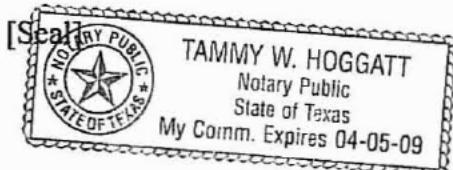
  
Jerry Tartaglino, Mayor

Date:

  
September 11, 2007

STATE OF TEXAS )  
COUNTY OF Bellaire )

This instrument was acknowledged before me on the 4th day of September, 2007, by **WALTER G. BEDELL**, President of Bedell Investments, Inc., Managing Partner of Bedell Family Limited Partnership, a Texas limited partnership.



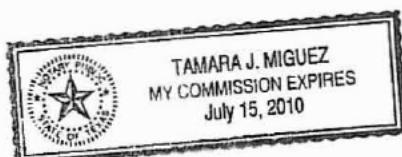
*Tammy W. Hoggatt*  
Notary Public--State of Texas

STATE OF TEXAS )  
COUNTY OF Dallas )

This instrument was acknowledged before me on the 10th day of September, 2007, by **STEPHEN L. SALLMAN**, Manager of Warner Capital, L.L.C., a Texas limited liability company, General Partner of Warner Land Advisors, L.P., a Texas limited partnership, General Partner of Lewis Bend Partners, Ltd., a Texas limited partnership.

[Seal]

*Tamara J. Miguez*  
Notary Public--State of Texas

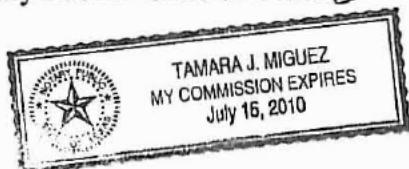


STATE OF TEXAS )  
COUNTY OF Dallas )

This instrument was acknowledged before me on the 10th day of September, 2007, by **STEPHEN L. SALLMAN**, President of Warner Capital, L.L.C., a Texas limited liability company.

[Seal]

*Tamara J. Miguez*  
Notary Public--State of Texas



STATE OF TEXAS )  
COUNTY OF COLLIN )

This instrument was acknowledged before me on the 11th day of September, 2007,  
by **JERRY TARTAGLINO**, Mayor of the City of Parker, Texas.

[Seal]



Carrie L. Smith  
Notary Public--State of Texas

**EXHIBIT "A"**

**Legal Description**

## EXHIBIT "A"

TRACT 1, 2, 3 & 5

BEING a tract of land situated in the ANN HURT SURVEY, ABSTRACT NO. 428 and the A.J. TUCKER SURVEY, ABSTRACT NO. 910, in Collin County, Texas, and being all of a called 356 acre tract of land described as Tract 1 in a deed from Irene H. Bedell to Bedell Family Limited Partnership recorded in Volume 4670, Page 1295 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at a re-entrant corner in the West line of said 356 acre tract, said point also being the Northeast corner of Parker Lake Estates, Phase 3-A, an addition to Collin County according to the plat thereof recorded in Cabinet N, Page 806 of the Plat Records of Collin County, Texas;

THENCE along the westerly boundary of said 356 acre tract the following:

North 89 degrees 58 minutes 08 seconds West, along the North line of said Parker Lake Estates, Phase 3-A, a distance of 538.99 feet to a 1/2-inch iron rod set in concrete found for the Southeast corner of Parker Lake Estates, Phase 1, an addition to Collin County according to the plat thereof recorded in Cabinet M, Page 202 of the Plat Records of Collin County, Texas;

North 00 degrees 23 minutes 37 seconds West, along the East lines of said Parker Lake Estates, Phase 1, and Parker Lake Estates, Phase 2, an addition to Collin County, Texas, according to the plat thereof recorded in Cabinet N, Page 808 of said Plat Records, a distance of 1,652.66 feet to a 1/2-inch iron rod found for corner;

North 89 degrees 17 minutes 03 seconds East, continuing along the easterly boundary of said Parker Lake Estates, Phase 2, a distance of 538.43 feet to a 2-inch iron pipe found for corner;

North 00 degrees 18 minutes 01 second West, along the most northerly East line of said Parker Lake Estates, Phase 2, a distance of 1,193.20 feet to a P.K. nail set in the approximate centerline of W Lucas Road (C.R. 263 - undedicated public road);

THENCE South 89 degrees 49 minutes 08 seconds East, along the approximate center line of said W. Lucas Road, a distance of 2,970.00 feet to a P.K. nail set for the Northeast corner of said 356 acre tract;

THENCE South 00 degrees 08 minutes 59 seconds East, a distance of 2,303.71 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89 degrees 51 minutes 01 second West, a distance of 495.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00 degrees 08 minutes 59 seconds East, a distance of 363.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner,

THENCE North 89 degrees 51 minutes 01 second East, a distance of 165.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

## EXHIBIT "A"- CONTINUED

THENCE South 00 degrees 37 minutes 59 seconds East, a distance of 2,617.79 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set on the North line of a called 13.75 acre tract of land described as Tract F in a deed to Young Dean Homestead, Ltd., recorded in Volume 5167, Page 3443 of said Deed Records,

THENCE South 89 degrees 33 minutes 57 seconds West, along the North line of said Tract F and the North line of a called 49.35 acre tract of land described as Tract C in said Young Dean deed, a distance of 2,640.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set on the East line of Parker Lake Estates, Phase 3-B, an addition to Collin County according to the plat thereof recorded in Cabinet P, Page 936 of said Plat Records,

THENCE North 00 degrees 24 minutes 46 seconds West, along the East lines of said Parker Lake Estates, Phase 3-B, and Parker Lake Estates, Phase 2, a distance of 2,461.83 feet to the POINT OF BEGINNING and containing 15,561,230 square feet, or 357.237 acres of land, more or less.

AND

BEING a tract of land situated in the ANN HURT SURVEY, ABSTRACT NO. 428, in Collin County, Texas, and being all of a called 1 acre tract described as Tract 2 in a deed from Irene H. Bedell to Bedell Family Limited Partnership recorded in Volume 4670, Page 1295 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a  $\frac{1}{2}$ -inch iron rod found at a re-entrant corner in the west line of a called 356 acre tract described as Tract 1 in said Bedell deed, said point also being the northeast corner of Parker Lake Estates, Phase 3-A, an addition to Collin County according to the plat thereof recorded in Cabinet N, Page 806 of the Plat Records of Collin County, Texas; thence South 00 degrees 24 minutes 46 seconds East, along the east line of said Parker Lake Estates, Phase 3-A, and the east line of Parker Lake Estates 3-B, an addition to Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 936 of said Plat Records, a distance of 2475.00 feet to the northwest corner of a called 49.35 acre tract of land described as Tract C in a deed to Young Dean Homestead, Ltd., recorded in Volume 5167, Page 3443 of said Deed Records; thence North 89 degrees 22 minutes 41 seconds East, along the north line of said 49.35 acre tract and the north line of a called 13.75 acre tract of land described as Tract F in said Young Dean deed, a distance of 2640. Feet; thence North 00 degrees 45 minutes 08 seconds West, a distance of 2616.07 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for the southeast corner of said Tract 2 and the POINT OF BEGINNING;

THENCE South 89 degrees 51 minutes 01 second West, a distance of 165.00 feet to 5/8-inch rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00 degrees 08 minutes 59 seconds West, a distance of 363.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 89 degrees 51 minutes 01 seconds East, a distance of 161.94 feet to a 5/8-inch rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE South 00 degrees 37 minutes 59 seconds East, a distance of 363.01 feet to the POINT OF BEGINNING and containing 56,339 square feet, or 1.362 acres of land, more or less.

## EXHIBIT "A" - CONTINUED

TRACT 4

4856sur

BEING a tract of land situated in the Ann S. Hurt Survey, Abstract no. 428, City Of Parker, Collin County, Texas, the subject tract being a portion of that tract of land conveyed to Rudine C. Newman, Trustee, or her successors in trust, of the NEWMAN LIVING TRUST, according to the Warranty Deed recorded in County Clerk file number 2004-0003770 of the Land Records of Collin County, Texas (LRCCT), the subject tract further being all of that one acre tract conveyed to John Braley and wife, Christine Newman Braley and described as TRACT NO. 1 according to the deed recorded in Volume 639, Page 436 (LRCCT), the subject tract being more particularly described as follows;

BEGINNING at the southwest corner of said Newman Living Trust tract and the southeast corner of a tract of land conveyed to the Bedell Family Limited Partnership, according to the Warranty Deed recorded in County Clerk file number 2000-0050958 (LRCCT), said Beginning point further being on the south line of said Ann S. Hurt Survey and near an ell curve of Lewis Lane, a public Right-of-Way with no dedication found, a 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. set at corner, from which a 1/2" iron pin with a cap stamped Petitt #4087 found bears S 88° 42' 14" W, a distance of 7.78 feet and a power pole bears S 65° 58' 51" E – 39.70 feet;

THENCE, North, along the west line of said Newman Living Trust tract and the east line of said Bedell Family Limited Partnership tract, and easterly of the asphalt pavement in said Lewis Lane, a distance of 1458.18 feet to a point on the south line of that 1.00 acre tract of land conveyed to Rodney S. Warne and Betsy L. Warne according to the General Warranty Deed recorded on County Clerk file number 2001-0102937 (LRCCT), 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. set at corner;

THENCE, N 89° 57' 48" E, along the south line of said Rodney S. Warne and Betsy L. Warne tract, and a north line of said NEWMAN LIVING TRUST tract, passing over a 1/2" iron pin with a cap stamped "Gere 4117" at a distance of 10.64 feet, passing another 1/2" iron pin with a cap stamped "Gere 4117" at a distance of 189.34 feet, and continuing to make a total distance of 397.99 feet to a 1/2" iron pin with a cap stamped "Gere 4117" found at corner;

THENCE, N 00° 46' 29" W, a distance of 208.66 feet to a point on the north line of said Newman Living Trust tract and the south line of a tract of land conveyed to John P. Taddiken and Mary B. Taddiken according to the Warranty Deed recorded in County Clerk file number 2002-0092125 (LRCCT), 1/2" iron pin with a cap stamped "Gere 4117" found at corner, from which the southwest corner of the said John P. Taddiken tract bears S 89° 56' 34" W – 372.38 feet;

THENCE, N 89° 56' 34" E, along said Newman Living Trust tract north line and the John P. Taddiken tract south line, a distance of 613.21 feet to the most easterly corner of said John P. Taddiken tract and an angle point of the Amended Final Plat of Estates of

**EXHIBIT "A" - CONTINUED**

Austin Trail Phase 1, an addition to the City Of Lucas recorded in Cabinet N, Page 709 (LRCCT), a 5/8" iron pin with a cap stamped "Bury + Partners" found at corner;

THENCE, S 89° 49' 12" E, continuing along said Newman Living Trust tract north line and along a south addition line of said Amended Final Plat of Estates of Austin Trail Phase 1, and south addition line of Lots 14R & 15R of Block D of Estates At Austin Trail Phase 1, an addition to the City Of Lucas recorded in Cabinet P, Page 192 (LRCCT), a distance of 311.63 feet to a 5/8" iron pin found at corner;

THENCE, South, along the east line of said Newman Living Trust tract, and continuing along a westerly line of said Amended Final Plat of Estates of Austin Trail Phase 1, and a westerly line of Lots 14R & 15R of Block D of Estates At Austin Trail Phase 1 part of the way, then along the westerly line of a tract of land conveyed to Joseph C. Juarez and wife, Diane Juarez according to the Warranty Deed recorded in County Clerk file number 2002-0108933, passing at 208.90 feet, a 5/8" iron pin with a cap stamped "Bury + Partners" found, passing 0.41 west of a 5/8" iron pin found at 1035.01 feet and continuing to make a distance of 1666.71 feet to the southeast corner of said Newman Living Trust tract, a 5/8" iron pin found at corner, from which one 60d-nail found bears S 87° 43' 10" E-112.82 feet and another 60d-nail found bears S 87° 44' 54" E - 120.17 feet;

THENCE, West, along the south line of said Newman Living Trust tract and a south line of a tract of land conveyed to the previously mentioned John Braley and wife Christine Newman Braley, said line further being on the north line of a tract of land owned by John L. Morrison according to the Last Will And Testament recorded in Volume 761, Page 57 (LRCCT) and on the north line of a 13.75 acre described tract of land conveyed to Young Dean Homestead Ltd. according to the Warranty Deed recorded on County Clerk file number 2002-0068655 (LRCCT), passing 1.42 feet south of a 1/2" iron pin with a yellow cap (stamp not legible) at a distance of 777.34 feet and continuing to make a total distance of 1320.00 feet to the Place Of Beginning with the subject tract containing 2,117,986 Square Feet or 48.6223 Acres of Land.

**EXHIBIT "B"**

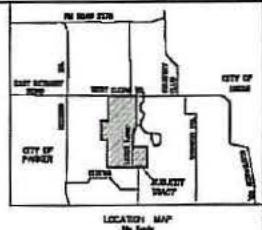
**Conceptual Plan**

# Concept Plan

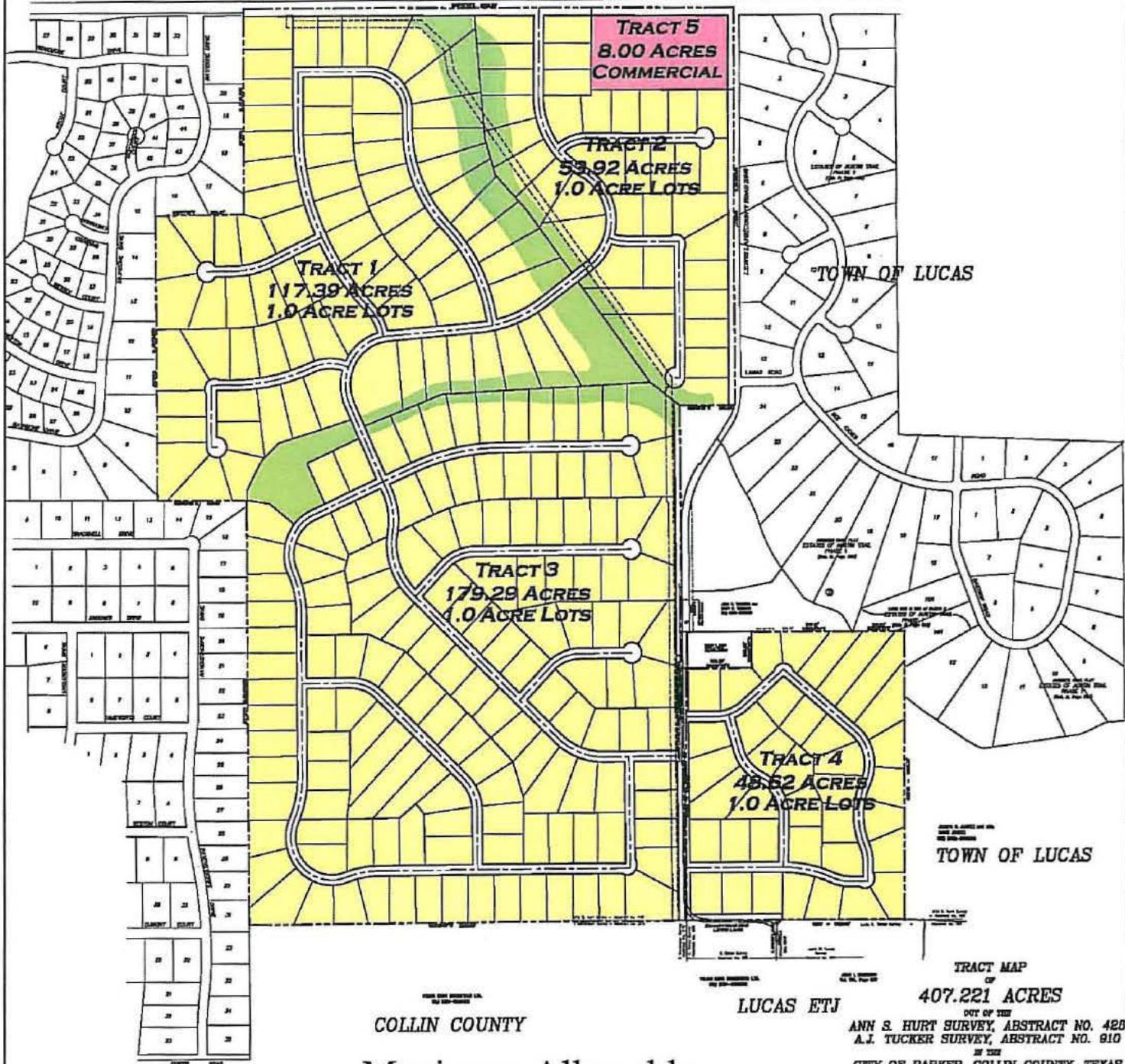


300 150 0 300 600  
SCALE: 1" = 300'

TOWN OF LUCAS



WEST LUCAS ROAD



Maximum Allowable  
Single Family Lots: 315

## EXHIBIT "C"

**Special Regulations**

- 8 Acre "Commercial" Tract 5
  - Allowable Uses
    - Antique Shop
    - Art Gallery
    - Bakery
    - Bank or financial institution
    - Barber or beauty salon
    - Book, card or stationary store
    - Camera and photographic supply shop
    - Catering service
    - Church
    - Clothing or apparel store
    - Coffee Shop
    - Construction field office
    - Convenience store (without gas station)
    - Drugstore or Pharmacy
    - Fabric store
    - Florist
    - Furniture, home furnishings and appliance store
    - Jewelry Store
    - Mailing services
    - Musical instrument sales and repair
    - Office
    - Office furniture, equipment and supply store
    - Parking lot-accessory
    - Photography or art studio
    - Public building
    - Repair shop-personal items
    - Restaurant without drive thru or curb service
    - School
    - Sporting goods store
    - Tailor shop
    - Toy or hobby shop
    - Video rental Store
  - Building regulations
    - Type of materials - Masonry-90% brick, stone or stucco on total elevation, exclusive of windows, doors, gables and trim.
    - Building style – Residential style with a roof pitch of at least 6/12 on all elevations except that a 4/12 pitch is allowed on all elevations with a tile roof (similar to residential style shown in Exhibit "D").

- The City shall have landscaping, site plan and architectural review in order to ensure residential style construction.
- Height - No building or structure shall exceed two stories or 40' maximum height. Height limited to one story not to exceed 35' when located within 150' of a residence. Cupolas and special architectural elements excluded from height limitations.
- Front setback - 50' (or 25' if no parking provided in the setback area and the entire setback is developed as landscaping).
- Side Setbacks - 25' (or 50' if adjacent to residential).
- Rear Setbacks - 30' (or 60' if adjacent to residential).
- Landscape Buffer and Screening
  - A 30' landscape buffer shall be located in the first 30' setback area of the commercial tract.
  - 15% of the area between the main building face and the front property line shall be of a permeable landscaped surface.
  - Parking shall be provided at a ratio of one parking space per 200 square feet of occupied space.
  - Wrought iron and/or tubular steel fencing and permanent evergreen landscape screening consisting of berms (minimum 3' in height), bushes and trees shall be installed on all sides adjacent to residential areas. A berm to be installed on the eastern boundary of the Commercial Tract on either the east or west side of Lewis Lane.
- Residential Tracts 1, 2, 3, and 4
  - Uses-
    - Single Family Residential and accessory uses – no accessory dwellings which are not built as a part of the principal dwelling structure, or as a portion of a detached garage are allowed.
  - Building Regulations
    - Lot Sizes = Minimum Lot Size One Acre
    - Average Lot Size = 1.27 acres gross (over entire development area – not per addition) / 1.0 acre average net
    - Setbacks - Front Setbacks = 50', Side Setbacks 25', Rear Setbacks = 30', Corner Setbacks = 50'
    - Overlength Cul-de-sacs - Cul-de-sacs may be up to 1,500 linear feet in length. Waterline looping may be required by the City for lines in cul-de-sacs of over 750 feet.
  - Building Materials
    - First Floor Elevation-90% brick, stucco or stone, exclusive of windows, doors, gables and trim.
    - Total Elevation-75% brick, stucco or stone, exclusive of windows, doors, gables and trim.
  - Minimum Living Space
    - Tracts 2 and 3 – Min. 2,750 square feet (air conditioned space) on all

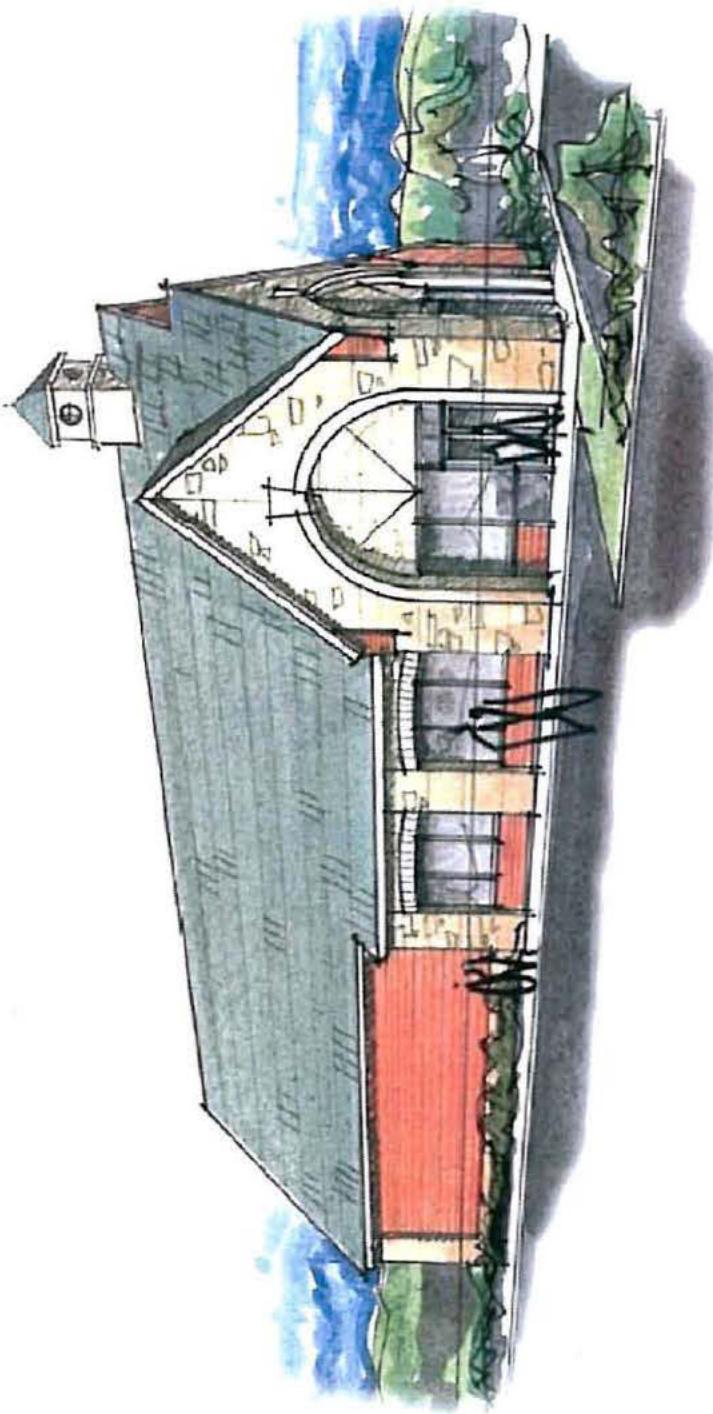
- lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).
- Tracts 1 and 4 – Min. 3,000 square feet (air conditioned space) on all lots.
- Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot.
- Fencing – per City of Parker ordinances.
- Unless addressed hereinabove, development on Tracts 1-4 must comply with the City's SFT zoning district in effect on September 1, 2007.

EXHIBIT "D"

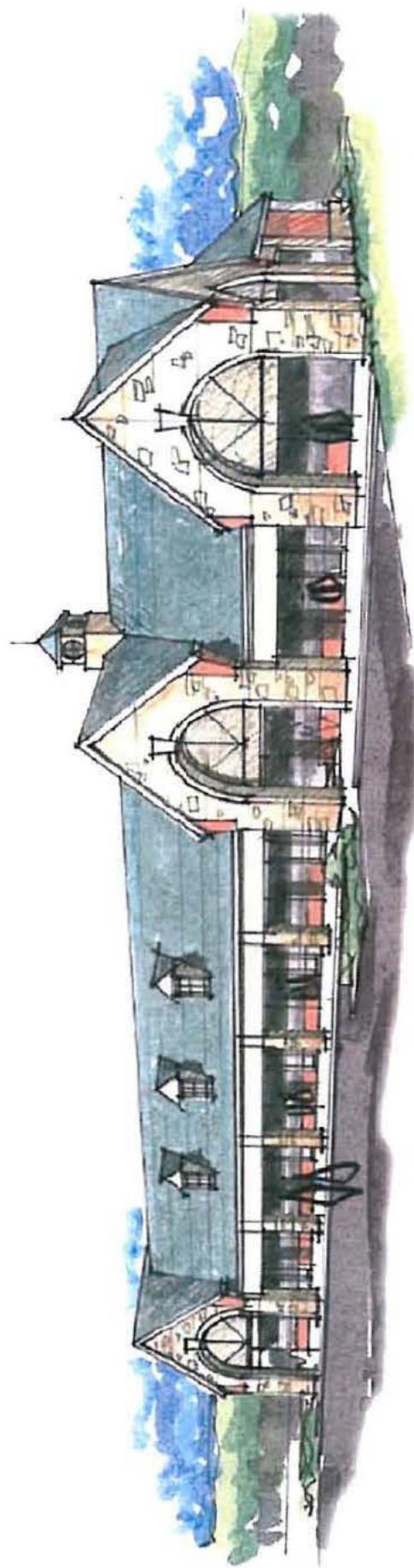
**Elevation Examples**

Dallas\_1\4909475\9

BUILDING 2



BUILDING 1



RETURN TO :  
CITY SECRETARY  
CITY OF PARKER  
5700 E. PARKER ROAD  
PARKER, TEXAS 75002

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Filed and Recorded  
Official Public Records  
Stacey Kemp  
Collin County, TEXAS  
09/25/2007 04:16:27 PM  
\$136.00 DLAIRD  
20070925001331830



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



## DEVELOPMENT AGREEMENT AMENDMENT #1

**THIS IS AMENDMENT #1** to that certain development agreement (the “Agreement”) dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the “City”), Bedell Family Limited Partnership, a Texas limited partnership (“Bedell”), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, “Developer”). The land area subject of the Agreement is to be known as “Kings Crossing”, the boundaries of which are set forth in the Agreement.

### **I.** **RECITALS**

- A. Developer has requested certain modifications to the Agreement to reflect the change in the need to remove reimbursement provisions for the renovation of Lewis Lane, and the corresponding need to increase funds for additional expenses to be incurred for offsite water lines, and on and offsite sewer lines.
- B. An additional sewer force main not contemplated in the original Agreement has been identified as a need for the development.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

1. The last sentence of paragraph 5.2 of the Agreement is deleted, and replaced with the following sentence:

“The maximum total reimbursement paid to the Developer for the combined reimbursement costs of the water system and sanitary sewer expansion shall not exceed the actual approved costs for those projects, and in no event shall exceed the sum of \$689,200.00.”

2. Section 5 of the Agreement is hereby amended by adding the following new paragraph 5.3:

**“5.3 Reimbursement of Developer’s Costs** – The reimbursement of Developer’s costs from fees collected within the development is limited to \$7,000 per lot in Paragraph 5.1. The disbursements will be paid or retained as follows:

- (1) The reimbursement funds collected by the City for each phase of the Development will be held by the City and paid quarterly to the Developer, subject to the following:

- a. No material claim has been made by the City with regard to the water, sewer, drainage, or road improvements subject to reimbursement under the Development Agreement which has not been resolved, or which is not insured by the maintenance bonds provided in accordance with the subdivision regulations.
- b. No material dispute and/or litigation is pending by and between the City and the Developer regarding any matter subject of this Development Agreement.

(2) In the event a. and/or b. above has occurred, the City may retain the funds which would otherwise have been paid to the Developer, but only to the extent reasonable to pay the estimated costs to cure the default or dispute. The funds may be retained by the City until the default is cured in accordance with paragraph 6.5 of the Development Agreement at which time the funds will be released.

5.3.1 The City of Lucas and Collin County have improved Lewis Lane. The original \$109,000 allocated in the Agreement incentives for the Developer will not be expended for that purpose. Any improvements required of the Developer by the City subdivision regulations, including any required improvements to Lewis Lane, will not be reimbursed.

5.3.2 No interest shall accrue to the Developer on any retained amount while held by the City."

*(Signature page follows)*

This Agreement Amendment is effective on the date all parties have signed, which is the 18th day of June, 2013.

**“BEDELL”**

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
Its Managing Partner

By: Walter G. Bedell  
Walter G. Bedell  
Its President

Date: 11-18-13

**“DEVELOPER”**

**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

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

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

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

Date: 11/4/13

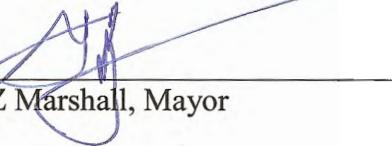
**WARNER CAPITAL, LLC,**  
a Texas limited liability company

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

Date: 11/4/13



“City”  
City of Parker, Texas

By:   
Z Marshall, Mayor

Date: November 22, 2013

**MOTION:** Mayor Pro Tem Levine moved to approve the development agreement with Steve Sallman by adding the following conditions: a lack of reimbursement to the developer for Lewis Lane; reimbursement to the developer phase by phase as developed, timed to 90% of the lots and the City is in receipt of fees from the builders; assignment of the contract and reimbursement is for actual costs not to exceed total approved; subject to Mayor Marshall and Steve Sallman signing revised agreement. Councilmember Pettle seconded with Councilmember Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

## PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Steve Sallman led the pledge.

TEXAS PLEDGE: Stacy Patrick led the pledge.

**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.

Stacy Patrick, 5202 Ravensthorpe – She requested that the Parker Women's Club be placed on a future agenda to discuss possible changes to a portion of the City's web site assigned to them.

## INDIVIDUAL CONSIDERATION ITEMS

### 4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 4, 2013. [SMITH]

City Secretary Smith requested the minutes be tabled to a future agenda to confirm some information from the meeting.

**MOTION:** Councilmember Pettle moved to table the minutes to a future meeting. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

### 5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2013- 414 AMENDING AN AGREEMENT WITH THE SOUTHEAST COLLIN COUNTY EMS COALITION; REPEALING RESOLUTION 2013-404. [SHEFF]

Parker is a member entity of the Southeast Collin County EMS Coalition and contracts with East Texas Medical Center for the provision of paramedic ambulance service to Parker. This contract expires September 30, 2013.

Resolution 2013-404 authorized a modification to the ambulance contract by i) extending its maturity through September 30, 2014 and ii) allowing the City of Lavon to exit the Coalition and the contract without penalty on November 1, 2013. During the extension period Parker was to pay its ratable share of the subsidy equal

## MINUTES

### CITY COUNCIL MEETING

June 18, 2013

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

The Parker City Council met in a regular meeting on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

Mayor Marshall called the meeting to order at 3:00 p.m. Councilmembers Stone, Standridge, Levine, Pettle and Taylor were present.

Staff Present: City Attorney James Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd, Police Chief Tony Fragoso and Fire Chief Mike Sheff.

#### **EXECUTIVE SESSION**

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

Mayor Marshall recessed the regular meeting at 3:01 p.m.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. GOVT. CODE 551.087—ECONOMIC DEVELOPMENT PROSPECT AND PROPOSAL REGARDING A PENDING PROJECT IN THE AREA OF LEWIS AND BETHANY ROADS—KINGS CROSSING.
  - b. GOVT. CODE 551.074 - DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND OR DUTIES OF MEMBERS OF THE POLICE DEPARTMENT AND THE CITY ADMINISTRATOR.
  - c. GOVT. CODE 551.071 - CONFIDENTIAL LEGAL ADVICE REGARDING THE ITEMS ABOVE.
2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the regular meeting at 5:30 p.m.

3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.



2014012200063210 01/22/2014 04:06:37 PM AG 1/6

## **DEVELOPMENT AGREEMENT AMENDMENT #1**

**THIS IS AMENDMENT #1** to that certain development agreement (the "Agreement") dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the "City"), Bedell Family Limited Partnership, a Texas limited partnership ("Bedell"), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, "Developer"). The land area subject of the Agreement is to be known as "Kings Crossing", the boundaries of which are set forth in the Agreement.

### **I.** **RECITALS**

- A. Developer has requested certain modifications to the Agreement to reflect the change in the need to remove reimbursement provisions for the renovation of Lewis Lane, and the corresponding need to increase funds for additional expenses to be incurred for offsite water lines, and on and offsite sewer lines.
- B. An additional sewer force main not contemplated in the original Agreement has been identified as a need for the development.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

1. The last sentence of paragraph 5.2 of the Agreement is deleted, and replaced with the following sentence:

"The maximum total reimbursement paid to the Developer for the combined reimbursement costs of the water system and sanitary sewer expansion shall not exceed the actual approved costs for those projects, and in no event shall exceed the sum of \$689,200.00."

2. Section 5 of the Agreement is hereby amended by adding the following new paragraph 5.3:

**"5.3 Reimbursement of Developer's Costs** – The reimbursement of Developer's costs from fees collected within the development is limited to \$7,000 per lot in Paragraph 5.1. The disbursements will be paid or retained as follows:

- (1) The reimbursement funds collected by the City for each phase of the Development will be held by the City and paid quarterly to the Developer, subject to the following:

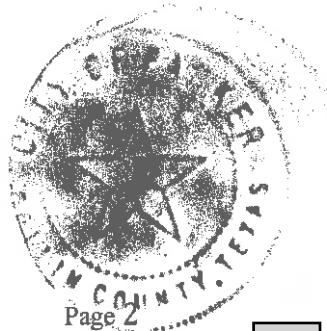
- a. No material claim has been made by the City with regard to the water, sewer, drainage, or road improvements subject to reimbursement under the Development Agreement which has not been resolved, or which is not insured by the maintenance bonds provided in accordance with the subdivision regulations.
- b. No material dispute and/or litigation is pending by and between the City and the Developer regarding any matter subject of this Development Agreement.

(2) In the event a. and/or b. above has occurred, the City may retain the funds which would otherwise have been paid to the Developer, but only to the extent reasonable to pay the estimated costs to cure the default or dispute. The funds may be retained by the City until the default is cured in accordance with paragraph 6.5 of the Development Agreement at which time the funds will be released.

5.3.1 The City of Lucas and Collin County have improved Lewis Lane. The original \$109,000 allocated in the Agreement incentives for the Developer will not be expended for that purpose. Any improvements required of the Developer by the City subdivision regulations, including any required improvements to Lewis Lane, will not be reimbursed.

5.3.2 No interest shall accrue to the Developer on any retained amount while held by the City.”

*(Signature page follows)*



This Agreement Amendment is effective on the date all parties have signed, which is the 21st day of January, 2013. 2014.

**“BEDELL”**

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
Its Managing Partner

By: Walter G. Bedell  
Walter G. Bedell  
Its President

Date: 1/21/14

**“DEVELOPER”**

**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

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

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

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

Date: 1/15/14

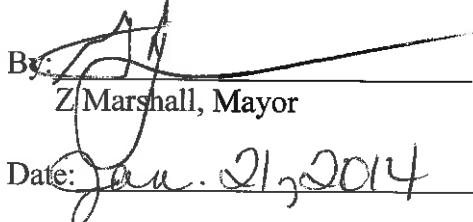
**WARNER CAPITAL, LLC,**  
a Texas limited liability company

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

Date: 1/15/14



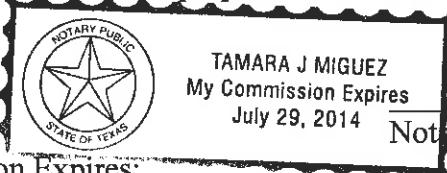
“City”  
City of Parker, Texas

By:   
Z. Marshall, Mayor  
Date: Jan. 21, 2014



STATE OF TEXAS  
COUNTY OF *Dallas* ~~COLLIN~~

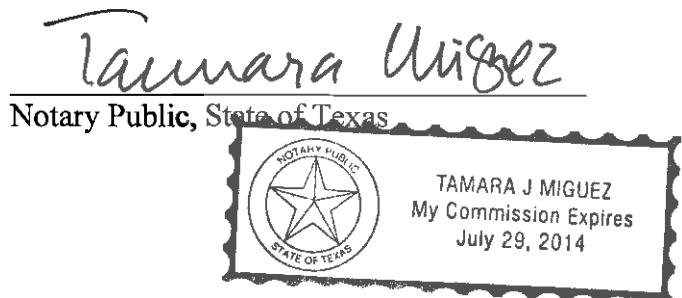
This instrument was acknowledged before me on the 21st day of Jan., 2014,  
by Walter G. Bedell, for the purposes stated therein.



My Commission Expires: \_\_\_\_\_

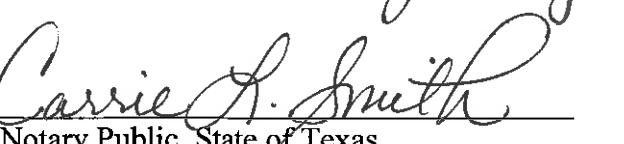
STATE OF TEXAS  
COUNTY OF *Dallas* *COLLIN*

This instrument was acknowledged before me on the 15th day of Jan., 2014,  
by Stephen L. Sallman, for the purposes stated therein.

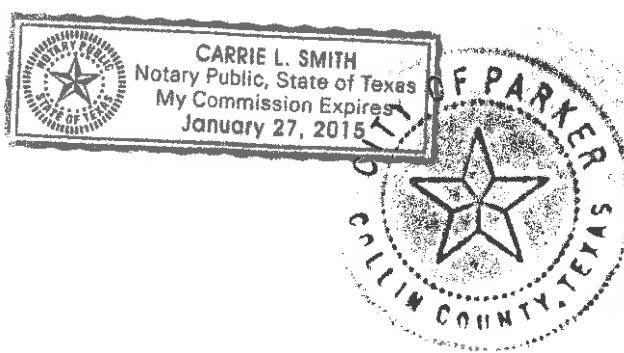


BEFORE ME, the undersigned authority, on this day personally appeared Z Marshall, known to me to be the Mayor of the City of Parker, whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, on behalf of the City of Parker.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 21<sup>st</sup> day of January,  
2014.



My Commission Expires: 1/27/15



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/22/2014 04:06:37 PM  
\$42.00 DLAIRD  
20140122000063210



A handwritten signature in black ink, which appears to read "Stacey Kemp".

**ORDINANCE NO. 830**  
**(Approval of Amendment #2 to Bedell Tract Development Agreement)**

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING AMENDMENT #2 TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PARKER, BEDELL FAMILY LIMITED PARTNERSHIP, LEWIS BEND PARTNERS, LTD., AND WARNER CAPITAL, LLC; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 21, 2007, via Resolution No. 2007-170, the City of Parker approved a Development Agreement with the Bedell Family Limited Partnership, Lewis Bend Partners, Ltd., and Warner Capital, LLC concerning property as more specifically described as Tracts 1, 2, 3, 4, and 5 therein (the “Bedell Tracts”), as attached hereto as Exhibit A (the “Development Agreement”), and

**WHEREAS**, on June 18, 2013, the City Council for the City of Parker, Texas approved an amendment to the Development Agreement for specific changes thereto, subject to the parties signing a revised agreement, and

**WHEREAS**, in November 2013, the parties signed Development Agreement Amendment #1, attached hereto as Exhibit B, effectuating the parties agreement following the June 18, 2013 council meeting; and

**WHEREAS**, the developer has requested additional changes to the Development Agreement related to parking space calculation and a limitation on allowed uses, and

**WHEREAS**, the developer has presented the City with a proposed Amendment #2 to the Development Agreement including language for both changes and is attached hereto as Exhibit C; and

**WHEREAS**, the City Council finds it is in the public interest to approve Amendment #2 to the Development Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS:**

**Section 1.** The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

**Section 2.** The City Council hereby approves Amendment #2 to the Development Agreement as attached hereto as Exhibit C. The Mayor is authorized to execute Amendment #2 on behalf of the City and to carry out all duties and obligations of the City pursuant to the Development Agreement as amended.

**Section 3.** To the extent Resolution No. 2007-170 and the previously approved Development Agreement and Amendment #1 thereto are inconsistent with this ordinance, they are repealed. The remaining portions are to remain in full force and effect.

**Section 4.** This Ordinance shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 15<sup>TH</sup> DAY OF NOVEMBER, 2022.**



  
Lee Pettle, Mayor

ATTEST:

  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

  
Larence M. Lansford, III, City Attorney

## **DEVELOPMENT AGREEMENT AMENDMENT #2**

**THIS IS AMENDMENT #2** to that certain development agreement (the "Agreement") dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the "City"), Bedell Family Limited Partnership, a Texas limited partnership ("Bedell"), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, "Developer"). The land area subject of the Agreement is to be known as "Kings Crossing," the boundaries of which are set forth in the Agreement.

### **I.** **RECITALS**

- A. Developer has requested certain modifications to the Agreement to reflect a change in the parking requirement for commercial uses.
- B. Developer has also requested a modification to the Agreement in order to prohibit any Sexually Oriented Business uses.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

- 1. The third sentence under the subheading "Landscape Buffer & Screening" within the section regarding the "8 Acre 'Commercial' Tract 5" on **Exhibit C – Special Regulations** that describes the required parking ratio is deleted, and replaced with the following sentence:

"Parking shall be provided at a ratio of one parking space per 300 square feet of air-conditioned space."

- 2. Under the subheading "Allowable Uses" within the section regarding the "8 Acre 'Commercial' Tract 5" on **Exhibit C – Special Regulations**, the following shall be added:

"Sexually Oriented Businesses shall be specifically prohibited."

*(Signature page follows)*

This Agreement Amendment is effective on the date all parties have signed, which is the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**"BEDELL"**  
**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

Bedell Investments, Inc.  
Managing Partner

By: \_\_\_\_\_  
Sandy L. Bedell  
Vice-President

Date: \_\_\_\_\_

**"DEVELOPER"**  
**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

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

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

By: \_\_\_\_\_  
Stephen L. Sallman  
Its Manager

Date: \_\_\_\_\_

**WARNER CAPITAL, L.L.C.,**  
a Texas limited liability company,  
General Partner

By: \_\_\_\_\_  
Stephen L. Sallman  
Its Manager

Date: \_\_\_\_\_



"CITY"

City of Parker, Texas

By:

Lee Pettle

Mayor

Date: 11/16/2022

ATTEST:

Patti Scott Grey  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

L M Lansford  
Larence M. Lansford, III, City Attorney

**STATE OF TEXAS**§  
§  
§**COUNTY OF COLLIN**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **Sandy Bedell**, for the purposes stated therein.

Notary Public in and for the State of Texas

**SEAL**

My Commission Expires: \_\_\_\_\_

**STATE OF TEXAS**§  
§  
§**COUNTY OF COLLIN**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **Stephen L Sallman**, for the purposes stated therein.

Notary Public in and for the State of Texas

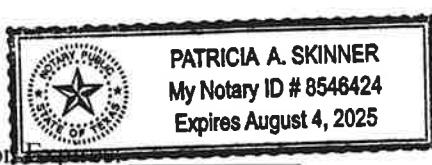
**SEAL**

My Commission Expires: \_\_\_\_\_

**STATE OF TEXAS**§  
§  
§**COUNTY OF COLLIN**

BEFORE ME, the undersigned authority, on this day personally appeared, **Lee Pettle**, known to me to be the **Mayor of the City of Parker**, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, on behalf of the City of Parker.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 16 day of November, 2022.



My Commission Expires: \_\_\_\_\_

*Patricia A. Skinner*  
Notary Public in and for the State of Texas