

AGENDA

PLANNING AND ZONING

December 13, 2012 @ 7:00 P.M.

Notice is hereby given; the Planning and Zoning Commission for the City of Parker will hold a Regular Meeting on Thursday, December 13, 2012 at 7:00 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002:

CALL TO ORDER – Roll Call and Determination of a Quorum

PLEDGE OF ALLEGIANCE

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

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

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR SEPTEMBER 27, 2012.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PLAT TITLED KING'S CROSSING PHASE 1 (AKA BEDELL TRACT) BEING 52.57 ACRES IN THE ANN S. HURT SURVEY, ABSTRACT NO 428.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION TO AMEND THE CITY ORDINANCES ON PASTURE MAINTENANCE (ORD. 553 & 571, CODIFIED IN THE PARKER MUNICIPAL CODE CHAPTER 94).
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING CODIFICATION CHAPTER 92, ANIMALS.

ROUTINE ITEMS

5. FUTURE AGENDA ITEMS
6. ADJOURN

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

I certify that this Notice of Meeting was posted on or before December 7, 2012 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us

Date Notice Removed

Carrie L. Smith, 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.

MINUTES
PLANNING AND ZONING COMMISSION MEETING
SEPTEMBER 27, 2012

CALL TO ORDER – Roll Call and Determination of a Quorum

The Planning and Zoning Commission met on the above date. Chairperson Wright called the meeting to order at 7:01 P.M.

Commissioners Present:

<input checked="" type="checkbox"/> Chairperson Wright	<input checked="" type="checkbox"/> Commissioner Stone
<input checked="" type="checkbox"/> Commissioner Schroeder	<input checked="" type="checkbox"/> Commissioner Lozano
<input checked="" type="checkbox"/> Commissioner Stanislav	
<input checked="" type="checkbox"/> Alternate Raney	Alternate Herzberger
<input checked="" type="checkbox"/> Alternate Sutaria	

Staff Present

<input checked="" type="checkbox"/> City Administrator Flanigan	<input checked="" type="checkbox"/> City Secretary Smith
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Others Present

<input checked="" type="checkbox"/> Councilmember Sumrow
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PLEDGE OF ALLEGIANCE

The pledge to the American and Texas flag was recited.

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR AUGUST 9, 2012.

MOTION: Commissioner Lozano moved to approve the minutes of August 9, 2012 as written. Commissioner Stone seconded with Commissioners Stone, Schroeder, Wright, Lozano and Stanislav voting for. Motion carried 5-0.

Chairperson Wright gave a brief PowerPoint presentation regarding his thoughts on the Commissions responsibilities. The Commission should identify the problem. Is the problem consistent and is it a city or citizen issue? (See Exhibit A)

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION TO AMEND THE CITY ORDINANCES ON PASTURE MAINTENANCE (ORD. 553 & 571, CODIFIED IN THE PARKER MUNICIPAL CODE CHAPTER 94).

Citizen Input – Resident Todd Fecht, 7234 Moss Ridge - Mr. Fecht currently allows a portion of his 2.2 acre, residential lot to grow taller than the allowed 12-inches to serve as a wildlife habitat for Quail and Chuckers. He was required to mow and lost most of the Chuckers. He would like Parker to maintain the country life style and modify the ordinance for this type of use.

City Administrator Flanigan noted the City has a blanket Ordinance that does not always serve the whole City. There are approximately 30 to 50 complaints on high grass per year. Subdivisions with an HOA are monitored by the association and are much easier to control. Properties without an HOA are more difficult. Some properties serve as agricultural and are baled, some plant floriculture and do not mow until the flowers have gone dormant and the seeds drop.

Councilmember Sumrow requested this item be brought to the Commission for discussion and was present to answer questions. Her concern is the code enforcement of the ordinance.

The Commission agreed the ordinance should be modified to address variances in uses. Commissioner Stone will do some research and bring back to the Commission before asking City Attorney Shepherd to re-write the ordinance.

The Commission would like to ask the Council to put a moratorium on the enforcement of 12-inch grass restrictions in the current ordinance for 6-months to allow the commission to complete their research. Going into the Fall and Winter months this should not be an issue.

MOTION: Commissioner Stone moved to recommend a moratorium on the enforcement of 12-inch height of grass restrictions for a period of 6-months or until a new ordinance is adopted, beginning September 27, 2012, while the Commission prepares recommended changes to the ordinance. Commissioner Lozano seconded.

It was discussed and clarified that enforcement must continue if obstruction of visibility is the issue due to this being a safety hazard.

Commissioners Stone, Schroeder, Wright, Lozano and Stanislav voted for. Motion carried 5-0.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION TO AMEND THE CITY ORDINANCES ON FENCES (COMPREHENSIVE ZONING ORDINANCE 483, CODIFIED IN THE PARKER MUNICIPAL CODE CHAPTER 156).

Councilmember Sumrow asked the Commission to clarify if a gate is part of the fence and would follow the same rules? City Administrator Flanigan noted that a permit is not required for a gate and the fire department can access the property if a gate is in place.

Commission discussed the issue and agreed this is not currently a problem and no action should be taken.

MOTION: Commissioner Lozano moved to recommend no action be taken. Commissioner Stone seconded with Commissioners Stone, Schroeder, Wright, Lozano and Stanislav voted for. Motion carried 5-0.

ROUTINE ITEMS

4. FUTURE AGENDA ITEMS

Future training for commissioners
Next regular meeting is October 25th.

5. ADJOURN

Adjourned at 8:32 p.m.

Minutes Approved on _____ day of _____, 2012.

Chairman Russell Wright

Attest:

Commission Secretary Stanislav

Prepared by City Secretary Carrie L. Smith

Thoughts on Reviewing Zoning Ordinances

Russell Wright
9/27/2012



What is the Problem?

- ▶ Is there a consistent problem the city is dealing with?
- ▶ Are the issues city issues or citizen issues?



General

- ▶ Is it covered by other ordinances?
- ▶ Related to common infrastructure?
- ▶ Is there a nuisance component?
- ▶ "What if?"
 - Are the issues real?
- ▶ Timing
 - Don't get in a rush to a conclusion
- ▶ Can it/will it/how will it be enforced?
- ▶ Opinion
 - What constitutes good/bad



Parker Considerations

- ▶ Many diverse areas of Parker
 - HOA/non-HOA
 - Agricultural/City residential
 - Old/New
- ▶ One size probably doesn't fit all
- ▶ Grandfathering
- ▶ Will anyone really notice relative to the size?
- ▶ Overly complex?



Health/Safety

- ▶ Are there real safety issues?
- ▶ Should a citizen be allowed to make decisions that affect their own safety and that of their family?
- ▶ Is there something that is putting others at risk?



Community Impact / Freedom

- ▶ More rules and regs = less freedom
- ▶ Is it something a city should control?
 - Why?
- ▶ How would you feel if it directly affected you?
- ▶ Does it have the potential to be misused?
 - Spite
- ▶ Will it withstand a legal challenge?
- ▶ Does it directly conflict with freedoms guaranteed by our founding documents?





Planning and Zoning Commission

Meeting Date: December 13, 2012

Agenda Subject:

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PLAT TITLED KING'S CROSSING PHASE 1 (AKA BEDELL TRACT) BEING 52.57 ACRES IN THE ANN S. HURT SURVEY, ABSTRACT NO 428.

Exhibits:

1. Letter of review from City Engineer Birkhoff
2. Development Application
3. Proposed Plat
4. Development Agreement
5. Reference Resources: City Code of Ordinance Sections 155 and 156.

Summary:

This request is for approval of a Plat submitted by Parker Bedell Farms, LTD.

There is a development agreement between Parker and the property owners that apply to this development.

Possible action:

MOTION: Move to recommend approval to the City Council, subject to correcting all issues noted in the City Engineer letter.

MOTION: Move to recommend denial to the City Council.

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

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

November 30, 2012

Mr. Jeff Flanigan
City of Parker
5700 E. Parker Rd.
Parker, Texas 75002

Re: Kings Crossing Phase 1 – Second Review

Dear Mr. Flanigan:

As requested, we have reviewed the Preliminary Plat and Engineering Plans for the Kings Crossing Phase 1, dated November 15, 2012. We received these plans from Tipton Engineering on November 15, 2012.

Our review of the Preliminary Plat and Engineering Plans is for general compliance with the City of Parker's development requirements and good engineering practice. Our review of the Flood Study is based on conformance with the Federal Emergency Management Agency's (FEMA) "Guide for Community Officials", the National Flood Insurance Program (NFIP) Regulations and good engineering practice for development in floodplains and floodways regulated by FEMA under the NFIP. The below comments do not relieve the engineer of record of his responsibilities under the Texas Engineering Practice Act and Texas Surveyor's Act. This is our second review of the Preliminary Plat and Engineering Plans, and initial review of the Flood Study. As such, we will repeat our initial review comments in *italics text* and then indicate the status for this review in **bold text**. Additional comments have been made.

Cover Sheet Comments

1. *Revise the vicinity map as marked-up.*
 - Status this review: Complete
2. *Replace the Final Plat listed in the index with Preliminary Plat.*
 - Status this review: Complete

Preliminary Plat Comments

3. *Insert the acreage within the title block.*
 - Status this review: Not Complete
4. *Set iron rods at the two bearing changes on the west side of the tract and call out those pins on the plat.*
 - Status this review: Not Complete

5. *On the Plat, label all property owners described within the legal description.*
 - **Status this review: Not Complete**
6. *Bearings do not match between the Plat and legal description.*
 - **Status this review: Not Complete**
7. *List the benchmarks used on this Plat.*
 - **Status this review: Not Complete**
8. *The commencing point is also referred to as the beginning point within the legal description. But the "beginning point" being a separate point from The Place of Beginning. Please clarify.*
 - **Status this review: Not Complete**
9. *Clarify the right-of-way (ROW) lines along Lewis Lane and West Lucas Road. It appears ROW is being dedicated, but it is not labeled.*
 - **Status this review: Not Complete**
10. *Only 1 point of access from an improved public roadway is provided for this development. City Ordinance requires 2 points of access be provided.*
 - **Status this review: Not Complete**
11. The Plat and Engineering Plans shall be sent to NTMWD for review. We recommend that the City receive written approval from NTMWD regarding the enclosed Plat and Engineering Plans.

Paving Plan Comments

12. *Revise the compaction note to read "Scarify the existing ground to a depth of 4-inches, place the fill in 8-inch maximum loose lifts, mechanically compact to 95% standard proctor and optimum moisture +/- XX points". Provide a geotechnical report that recommends the optimum moisture points and compaction effort.*
 - **Status this review: Complete**
13. *Include vertical curve information on the profiles.*
 - **Status this review: Complete**
14. *Provide paved positive overflow at all sag points. Maximum ponding is 6-inches.*
 - **Status this review: Complete**
15. *Show the limits of the floodplain on the plan view.*
 - **Status this review: Not Complete**
16. *Maximum length cul-de-sac allowable to City Ordinance is 600-feet. Havenhurst Court and Chestwick Court exceed this limit.*
 - **Status this review: Not Complete**
17. *Extend the paving profile to the end of the cul-de-sac.*
 - **Status this review: Not Complete**

Drainage Area Map, Ditch Plan and Profile Comments

18. *The Drainage Area Map provided is not legible. Driveway culverts are listed, but lot numbers are not provided, drainage areas cannot be read due to overlapping line work. Review not completed.*
 - **Status this review: Complete**
19. *Proposed improvements are shown within the limits of the floodplain. A flood study will be required to be completed and submitted.*
 - **Status this review: See flood study review comments below.**
20. *Verify that the benchmarks listed on the sheets are on the same datum as the FEMA elevations shown.*
 - **Status this review: Not Complete**
21. *Provide a legend for the linetype used on the centerline of the creek.*
 - **Status this review: Not Complete**
22. *Verify adequate capacity for the drainage channels shown. Two-feet of freeboard is required above the 100-year storm elevation.*
 - **Status this review: Complete.**
23. *It appears on several of the proposed ditches that the 100-year water surface elevation (WSEL) shown is multiple feet higher than the ditch. For example on Ditch E, the 100-year WSEL is shown approximately 5-feet above the ditch flow line, and be above the top of bank.*
 - **Status this review: Complete. While the 100-year WSEL is still shown above the ditch center line, elevations of adjacent lots are listed on the drainage ditch profiles.**
24. *Clarify the type of rock rip rap to be used.*
 - **Status this review: Not Complete**

Water and Sanitary Sewer Plan Comments

25. *Provide an overall utility plan showing the proposed improvement on a single sheet. This will aid in clarifying the alignments and locations of the facilities.*
 - **Status this review: Complete**
26. *Submit a utility study for the existing lift stations and force mains affected by this development. Verify adequate capacity. Provide an overall system map showing alignments of existing force mains being connected to.*
 - **Status this review: See lift station comments**
27. *Clarify sewer flow calculations. Existing flows are shown without a lift station, and proposed flows are labeled as City of Frisco.*
 - **Status this review: See lift station comments**
28. *Lift station is labeled as "Not in this contract". Who will be constructing the station? Is this the design for the lift station, or will separate plans be submitted?*
 - **Status this review: See lift station comments**
29. *Revise lift station details. See enclosed mark-ups.*
 - **Status this review: See lift station comments**

- 30. *Profile all of the 12-inch water line. Include utility crossings in the profile.*
 - **Status this review: Not Complete**
- 31. *Dead end water lines are not allowed.*
 - **Status this review: Not Complete.** A fire hydrant is proposed at the end of the dead end water line. Acceptance of the fire hydrant being located at this location is at the City's discretion.
- 32. *Where providing a tee for a future connection, the plug shall be located a minimum of 20-feet past the last valve.*
 - **Status this review: Complete**
- 33. *Encase the water services under the proposed roadway.*
 - **Status this review: Complete**
- 34. *Number of valves listed vs. number of water valves shown do not match in several locations.*
 - **Status this review: Complete**
- 35. *Difficult to follow the force main alignment. Revise the linetype shown.*
 - **Status this review: Complete**
- 36. *Profile the force main.*
 - **Status this review: Complete**
- 37. *Manholes shall be placed at the PC and PT on the horizontal curves of the sanitary sewer. Maximum spacing for manholes located along a horizontal curve is 300-feet. Verify that the radii shown on the plans meet TCEQ and manufacturer specifications.*
 - **Status this review: Complete**
- 38. *Provide nine-foot horizontal distance between the force main and water line. Nine-feet horizontal clearance is required between all water and sanitary sewer lines.*
 - **Status this review: Complete**
- 39. *Show the floodplain. Type "S" manhole lids required for manholes located within the floodplain. When three or more manholes are in a row with type "S" lids then, every third manhole shall be vented.*
 - **Status this review: Complete**
- 40. *Provide a manhole at the end of Line G.*
 - **Status this review: Complete**
- 41. *Pressure rated pipe shall be used on the sanitary sewer line when crossing a water line. The joint of pipe shall be noted to be centered at the crossing. The pressure rated pipe shall extend nine-feet in each direction, for a total length of 18-feet, minimum.*
 - **Status this review: Complete**

42. *Provide the sanitary sewer design data on the profile.*
 - Status this review: Not Complete. Also provide future flows as the overall sewer basin analysis proposes that sanitary sewer flows from existing and future developments will be connected to the proposed 8-inch sanitary sewer on a 0.4% slope.
43. *Sanitary sewer pipe shall be SDR-35. However, sanitary sewer lines deeper than 12-feet shall be SDR-26.*
 - Status this review: Complete
44. Clarify if the proposed sanitary sewer lines being shown from the existing lift stations to the future lift station will be used solely for transmission of the existing flows, or if service taps will be connected to them.
45. Indicate phasing on the Overall Sewer Basin Analysis. Future sanitary lines, lift stations, and developments are shown. However, it is not indicated what facilities will be built with each development that occurs.
46. NTMWD shall approve any connections into their facilities.
47. Clarify if any additional utilities are located along the south side of West Lucas Road, that may inhibit the proposed path shown on the plans. As submitted, the plans only shown overhead utility poles.

Lift Station Plan Comments

48. *Submit a utility study for the existing lift stations and force mains affected by this development. Provide an overall system map showing alignments of existing force mains being connected to.*
 - Status this review: Complete
49. *Lift station is labeled as "Not in this contract". Who will be constructing the station? Is this the design for the lift station, or will separate plans be submitted?*
 - Status this review: Complete. A proposed lift station is labeled on the enclosed plans, however lift station plans and design data has not been submitted for review.
50. *Revise lift station details. See enclosed mark-ups.*
 - Status this review: Not Complete. Lift station plans were not provided for review.
51. *The existing lift station along West Lucas Road does not have adequate capacity for this development. A revised plan is required to convey flow to NTMWD. It seems prudent to enlarge the proposed lift station to convey flow from the two existing lift stations, Lovejoy ISD, and your development to NTMWD through one force main.*
 - Status this review: Complete

Lot Grading Plan Comments

52. *It appears that several of the lots will require fill into the floodplain. Flood study will need to include this.*
 - Status this review: See flood study review comments below.

53. *Clarify where any retaining walls will be used.*

- Status this review: Complete. No retaining walls are proposed with the enclosed plans.

Storm Water Pollution Prevention Plan and Open Space Plan

54. Not reviewed.

Details Comments

55. *ROW shown on the pavement section does not match the plat.*

- Status this review: Not Complete

56. *Minimum concrete strength is 3,600 psi.*

- Status this review: Not Complete

57. *Clarify the type of material to be used above the select fill on the PVC water line embedment detail.*

- Status this review: Not Complete

58. *Provide sanitary sewer and force main embedment details.*

- Status this review: Complete

Flood Study Review Comments

59. Cross sections of the hydraulic model must be submitted for review. Sections should at a minimum include the existing ground line, proposed fill/cut, 'n' values, ineffective flow areas and the water surface elevation.

60. Appendix D is missing electronic copies of the hydrologic and hydraulic models. Please submit electronic copies of HEC-HMS & HEC-RAS models for review.

61. What amount of freeboard is provided between the proposed conditions 100-yr WSEL and the top of the proposed fill, 2-feet is required.

62. Label the finished pad elevations with relation to the 100-yr WSEL.

63. Lucas Road is also known as Country Road 263, not FM 263. Exhibits 1-3 included in the report refer to Lucas Road as FM 263 and should reference CR 263.

64. Calculations need to be provided demonstrating there is no loss of valley storage with the placement of fill in the floodplain.

65. The 'n' value used within the channel in the hydraulic model appears to be 0.045 which represents a maintained channel. Who is responsible for maintenance of the channel after construction?

66. Provide existing and proposed velocities on tables 6 and 7 to supplement the water surface elevation comparisons.

Mr. Jeff Flanigan
City of Parker
November 30, 2012
Page 7 of 7

The plans provided for our review have been marked-up to represent the comments above and are enclosed with this letter. We are available to discuss our review comments further at your convenience.

Sincerely,



Craig M. Kerkhoff, P.E.

Enclosures
cc: Mr. Richard Hovas

RECEIVED

NOV 12 2012

CITY OF PARKER

DEVELOPMENT APPLICATION**City of Parker, Texas**Proposed Name of Subdivision: KING'S CROSSING PHASE 1

Plat Approval Requested

Filing Fee

Filing Fee

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

Physical Location of Property: Southwest corner of W. Lucas Road & 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):

Ann S. Hurt Survey Abstract No. 428 (Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 52.57 Ac. Existing # of Lots/Tracts: 38 Lots Existing Zoning: (If a PD, include the Ordinance with application)

Property Owner's Name: Parker Bedell Farms, LTD. Phone Number: 214-368-0238

Applicant/Contact Person: Steve Sallmen Title:

Company Name: Parker Bedell Farms, LTD.

Street/Mailing Address: 4925 Greenville Ave. Suite 1020 City: Dallas State: Tx. Zip: 75206

Phone: 214-368-0238 Fax: Email Address:

Engineering Company: Tipton Engineering Inc.

Contact Person: Richard Hovas Title:

Street/Mailing Address: 6330 Broadway Blvd. Suite C City: Garland State: Tx. Zip: 75043

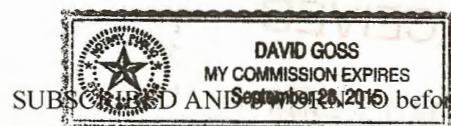
Phone: 972-226-2967 Fax: 972-226-1946 Email Address: rhovas@tiptoneng.com

**** 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 RICHARD HOVAS 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."



Owner Agent (circle one)

12 day of November 2012

Notary Public in and for the State of Texas:

Over

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

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NOV 12 2012

CITY OF PARKER

WAIVER OF EXPEDITION

I HEREBY WAIVE MY RIGHTS TO APPROVAL THROUGH LACK OF CITY ACTION ON THE ABOVE REFERENCED PLAT WITHIN THE TIME FRAMES SET FORTH IN 212.009, TEXAS LOCAL GOVERNMENT CODE AND I AGREE THE PLAT SUBMITTED WILL BE APPROVED ONLY BY AFFIRMATIVE COUNCIL ACTION.

APPLICANT:



(Signature)

Name: RICHARD HOVAS

Title: PRESIDENT

Phone: 972-226-2967

Address: TIPTON ENGINEERING, INC
6330 BROADWAY SUITE C
GARLAND, TX 75218

Date: 11/12/2012

CITY OF PARKER:

RECEIVED BY:



(Signature)

Name: Vicky Granger

Title: Administrative Assistant

Date: 11/12/12

Corporation; Partnership;

Individual; or

Other (description)

RECEIVE

NOV

12 2012

CITY

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 and three (3) 24" X 36" prints [1"=100' scale] + electronic version in jpeg, .tiff, or .pdf format.

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 and any separate submittal policies, requirements and/or checklists that may be obtained from City staff)

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

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

City Contact Information:

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

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

Signature _____ Title _____

11/12/2012

OFFICIAL SUBMISSION DATE

Fees Paid \$ Agree Check # _____ From: _____

P&Z Agenda Date: 12/13 Action: _____ CC Agenda Date: _____ Action: _____

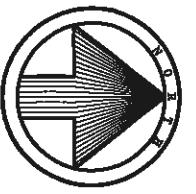
Current Zoning: Devel Agree Ordinance Number: 681 Date Approved: _____

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

Plans routed for review on: _____ to: Public Works Director
 City Engineer

Building Official
 Fire Department

Public Hearing Required: Yes No
Paper Notice _____ (date)
Written Notice _____ (date)



RECEIVED

NOV 12 2012

CITY OF PARKER

100 50 0 100 200
SCALE: 1" = 100'

NOTE:
Bearings shown are based on monuments found
on the ground marking the east line of Parker
Lake Estates Phase 3-A.

LEGEND
DE - Drainage Easement
DUE - Drainage & Utility Easement
BL - Building Line

UE - Utility Easement
Indicates Street
Name Change

(S) - 1/2" Iron pin with a cap
stamped Tipton Eng. Inc. set
(P) - 1/2" Iron pin found

7403 - Street Address

BLOCK A
1/2" Iron Pin w/Cap Found
N00°24'46"W 2461.89'
1/2" Iron Stamped "Pettit" Found
N00°24'46"W 2460.04'
PARKER LAKE ESTATES PHASE 3-B
(Cab. P, Page 838)
PARKER LAKE ESTATES PHASE 3-A
(Cab. P, Page 806)
Place of Commencing

Approximate Limits of 100'x Road Pitch
See Surveyors Certificate No. 1617.25
N08°47'10"W ~ 1617.25'

BEDELL FAMILY LIMITED PARTNERSHIP
CC# 2000-0050958

40' North Texas Municipal
Water District Easement
CC# 2000-0167830

N00°10'38"E ~ 880.42"

1/2" Iron Pin w/Cap Found
N00°10'38"E 820.07'

N 00°10'38"E 820.07'

150.00' 150.00' 175.00'

150.00' 150.00' 175.00'

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Vol. 4845, Page 1320
Place of Beginning

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STATE OF TEXAS X
COUNTY OF COLLIN X

OWNERS CERTIFICATE

4870-2sur

BEING a tract of land situated in the Ann Hurt Survey, Abstract No. 428, Collin County, Texas, the subject tract being a portion of that described 358 acre tract of land conveyed to the Bedell Family Limited Partnership, a Texas limited partnership, according to the Warranty Deed recorded in Collin County Clerk File Number 2000-0050958 of the Land Records of Collin County Texas (LRCC), the subject tract being more particularly described as follows:

COMMENCING at the southwest corner of said Bedell 358 acre tract, and the northwest corner of a 48.35 acre tract of land conveyed to Young Dean Homestead, Ltd. according to the Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCC), said Beginning point further being located on the east line of Parker Lake Estates Phase 3-B, an addition to the City Of Parker according to the Final Plat recorded in Cabinet P, Page 938 (LRCC), a 1/2" iron pin with a cap stamped "Petitt" found at corner, from which a 1/2" iron pin found at the southeast corner of Lot 31, Block B of said Parker Lake Estates Phase 3-B bears S 00° 24' 46" E - 37.45 feet;

THENCE, N 89° 33' 40" E, along the south line of said Bedell 358 acre tract and the north line of a 13.75 acre tract and a 48.35 acre tract of land conveyed to Young Dean Homestead, Ltd. by the said Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCC), a distance of 2840.04 feet to the southeast corner of said Bedell 358 acre tract;

THENCE, N 00° 38' 13" W, along the east line of said Bedell 358 acre tract and the east line of a called 1 acre tract by the same Warranty Deed recorded in Collin County Clerk File Number 2000-0050958 (LRCC), part of the way also being along the west line of a tract of land conveyed to Chris J. Hendrix and Laura B Hendrix according to the General Warranty Deed With Vendor's Lien recorded in County Clerk File Number 2000-0071586 (LRCC), and along Lewis Lane part of the way, a distance of 2880.81 feet to the PLACE OF BEGINNING of the herein described tract of land, said Place of Beginning being an oil corner of said Bedell owned tract and the northwest corner of the said Chris J. Hendrix and Laura B Hendrix tract, a 5/8" iron pin found at corner;

THENCE, N 53° 17' 08" W, a distance of 223.30 feet;

THENCE, N 38° 47' 10" W, a distance of 1817.25 feet;

THENCE, N 00° 10' 38" E, a distance of 880.42 feet to a point on the north line of the said Bedell 358 acre tract and approximate centerline of W. Lucas Road (C. R. 283), a PK nail set in asphalt pavement at corner;

THENCE, S 88° 49' 22" E, along said Bedell 358 acre tract north line and approximate centerline of said W. Lucas Road and along the north line of the Ann Hurt Survey, Abstract No. 428, distance of 843.44 feet to a PK nail set in asphalt pavement at corner;

THENCE, S 00° 10' 52" W, leaving the said Bedell 358 acre tract north line and approximate centerline of W. Lucas Road, a distance of 420.08 feet to a 1/2" iron pin with a red cap stamped Tipton Eng Inc. set at corner;

THENCE, S 88° 49' 08" E, a distance of 830.73 feet to a point on the east line of said Bedell 358 acre tract and approximate centerline of Lewis Lane, said point further being approximately 39.5 feet west of the westerly line Lot 3, Block B of the Amended Final Plat of Estates At Austin Trail Phase II, an addition to the City Of Lucas according to the Final Plat recorded in Cabinet P, Page 437 (LRCC), a PK nail in asphalt pavement set at corner;

THENCE, S 00° 09' 08" E, along the east line of said Bedell 358 acre tract and along Lewis Lane, a distance of 1883.54 feet to a more easterly southeast corner of said Bedell 358 acre tract, a 5/8" iron pin with a cap stamped "Petitt" found at corner;

THENCE, S 89° 50' 37" W, along a south line of said Bedell 358 acre tract and a north line of the previously mentioned Chris J. Hendrix and Laura B Hendrix tract north line, a distance of 333.10 feet to the Place Of Beginning with the subject tract containing 2,290,142 Square Feet or 52.5744 Acres of Land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS MY HAND AT _____, TEXAS this the _____ day of _____, 2012.

PARKER BEDELL FARMS, LTD., a Texas limited partnership

By: Stephen L. Saltman, Manager

RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission
City of Parker, Texas

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 preliminary map or plat of PARKER BEDELL FARMS, LTD., a subdivision or addition to the City of Parker was submitted to the City Council on this _____ day of _____, 2012, 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 _____, 2012.

City Secretary
City of Parker, Texas

STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared Stephen L. Saltman, of PARKER BEDELL FARMS, LTD., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PARKER BEDELL FARMS, LTD., and that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, 2012.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYORS CERTIFICATE

I, _____, Registered Professional Land Surveyor for Tipton Engineering, Inc., do hereby certify that the plat shown hereon accurately represents the results of an on-the-ground survey made in November 2005, under my direction and supervision, and further certify that all corners are as shown thereon, and that said plat has been prepared in accordance with the platting rules and regulations of the City of Parker, Texas. No interior lot corners were staked at the time of this filing.

Date: This the _____ day of _____, 2012.

TIPTON ENGINEERING, INC.

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared _____, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TIPTON ENGINEERING, INC., a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, This _____ day of _____, 2012.

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

PRELIMINARY PLAT
KING'S CROSSING PHASE 1
ANN S. HURT SURVEY, ABSTRACT NO. 428
CITY OF PARKER, COLLIN COUNTY, TEXAS
OWNER

PARKER BEDELL FARMS, LTD.
4925 Greenville Avenue ~ Suite 1020 ~ Dallas, Texas 75206
214.388.0236

TIPTON ENGINEERING, INC.
Engineering • Surveying • Planning
630 Broadway Blvd. • Suite C • Carrollton, Texas 75006-2807

58 Lots 2,290,142 Sq. Ft./52.5744 AC. 11/05/12 #4906FP

**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 21st 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 11th 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) Estoppe. 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:

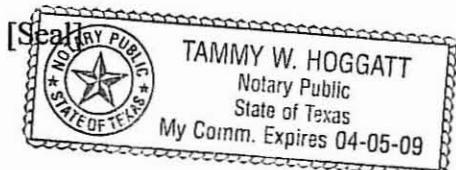
Jerry Tartaglino
Jerry Tartaglino, Mayor

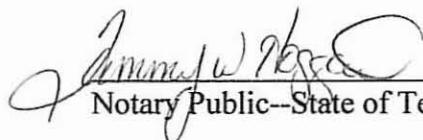
Date:

September 11, 2007

STATE OF TEXAS)
COUNTY OF Dallas)

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.



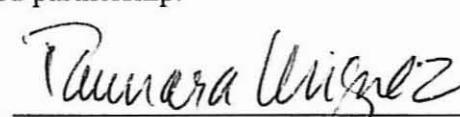


Notary Public--State of Texas

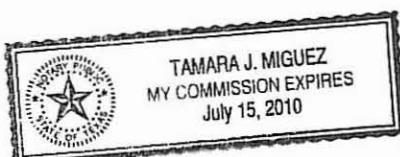
STATE OF TEXAS)
COUNTY OF Dallas)

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]



Notary Public--State of Texas



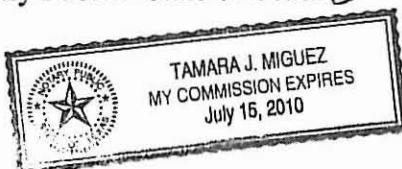
STATE OF TEXAS)
COUNTY OF Dallas)

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]



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]



me on the 11th day of September, 2007,
Parker, 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.

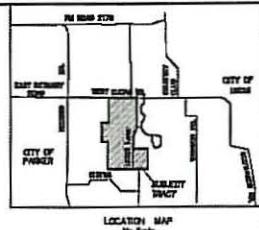
EXHIBIT "B"

Conceptual Plan



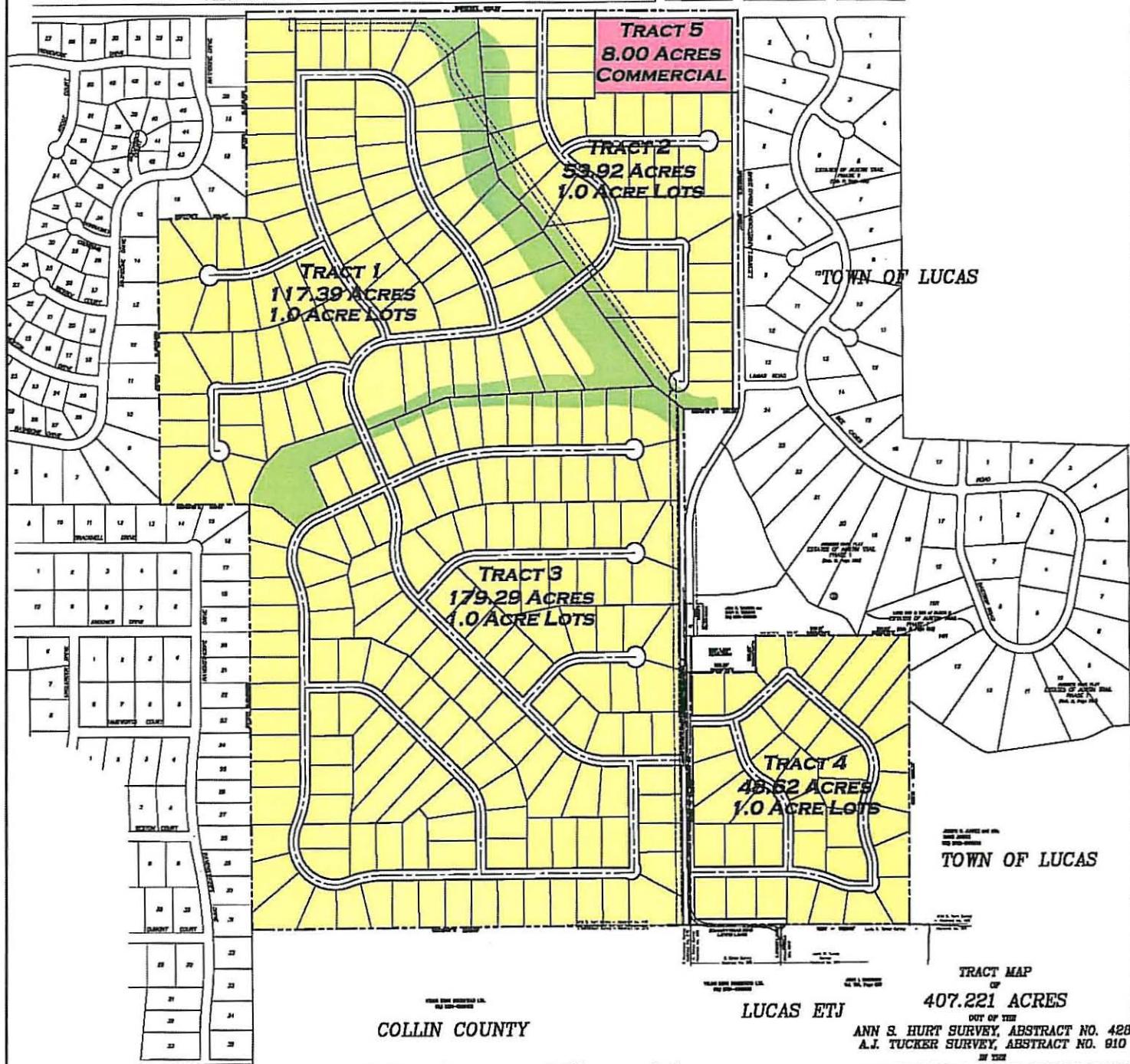
300 150 0 300 600
SCALE: 1" = 300'

Concept Plan



TOWN OF LUCAS

WEST LUCAS ROAD



COLLIN COUNTY

LUCAS ETJ

TRACT MAP
407.221 ACRES

OUT OF THE
ANN S. HURT SURVEY, ABSTRACT NO. 428
A.J. TUCKER SURVEY, ABSTRACT NO. 910

IN THE
CITY OF PARKER, COLLIN COUNTY, TEXAS

SCALE 1"=300' - DATE 12/08

- OWNER -

WARNER GROUP, INC.

4025 Greenleaf Avenue • Suite 1000 • Dallas, Texas 75209

214-325-0228

TIPTON ENGINEERING, INC.

1000 Broadway • Suite 1000 • Dallas, Texas 75202 • (214) 744-2222

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

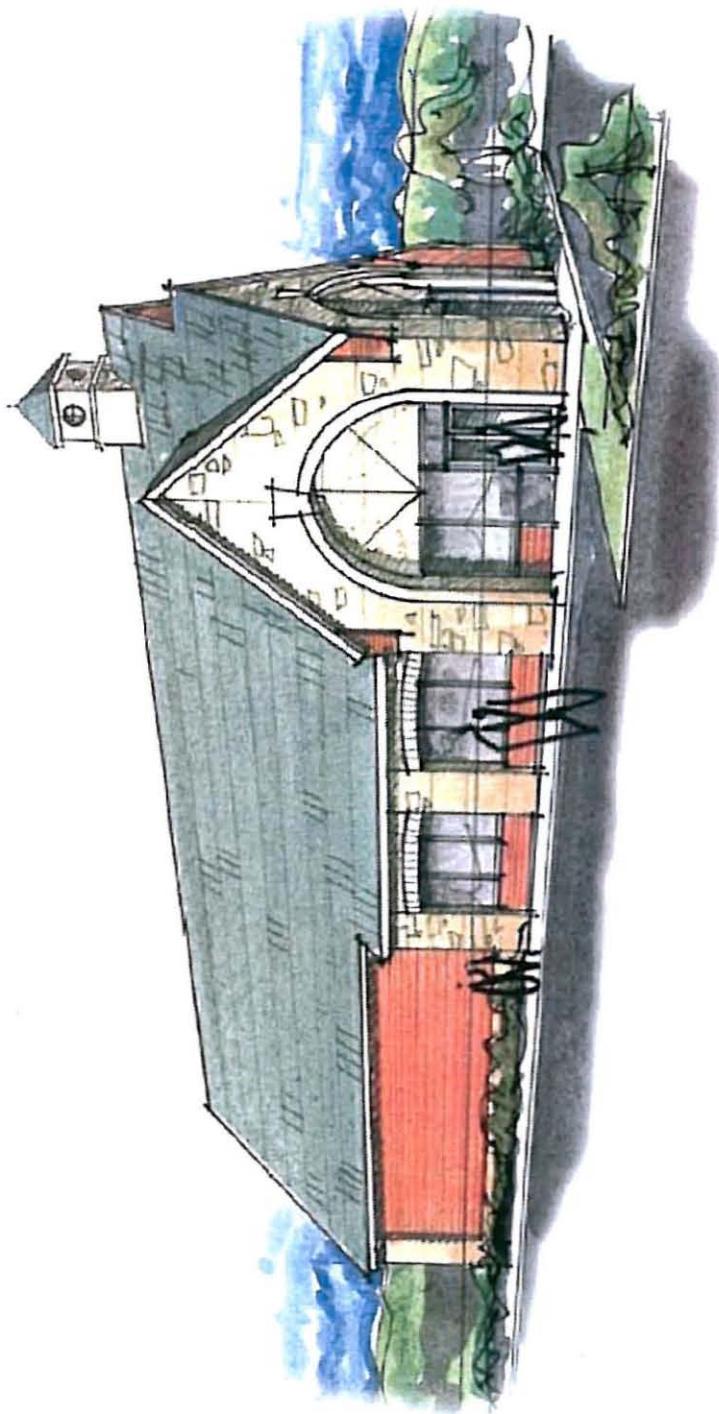
- lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).
- Tracts 1 and 4 – Min. 3,000 square feet (air conditioned space) on all lots.
- Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must 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"

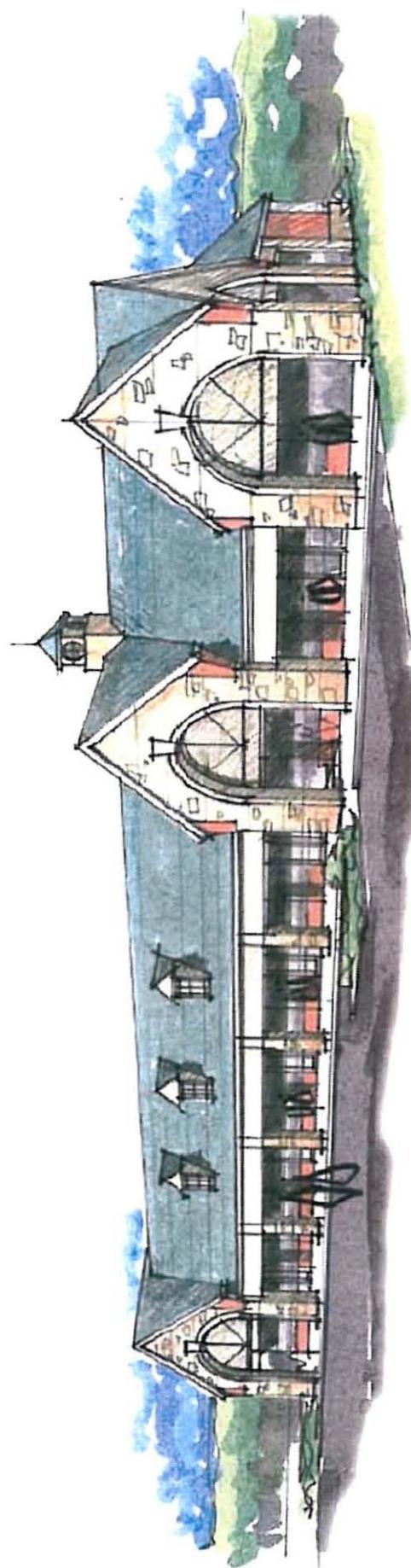
Elevation Examples

Dallas_1\4909475\9

BUILDING 2



BUILDING 1



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

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".

CITY OF PARKER, SUBDIVISION REGULATIONS:

§ 155.027 PRELIMINARY PLAT APPROVAL.

(A) Purpose. The purpose of the preliminary plat is to allow the Planning and Zoning Commission, the City Engineer, and the City Council to evaluate the proposed subdivision for conformity with the applicable requirements of the city's Comprehensive Plan, Chapter 156 of this code, and this chapter. Additionally, the Commission, Council, and staff will review the preliminary plat to evaluate construction plans for public improvements, to provide adequate security for construction of the same, and to authorize the City Engineer to release the property for grading and construction of public improvements.

(B) Applicability. A preliminary plat is required for all major subdivisions prior to the construction of public improvements.

(C) Application procedure and requirements. On forms approved by the city, the applicant shall file for approval of a preliminary plat. The plat shall be prepared by or under the supervision of a registered public surveyor and registered professional engineer (if applicable) in this state and shall bear his or her seal, signature, and date on each sheet. All documents, maps, drawings, tables, and other materials shall be submitted in both printed form and electronic form. The specific electronic format (file type) of submitted materials shall be dictated by the city as 1 or more of commonly accepted electronic formats for the materials. The payment of all applicable fees shall be required at the time of submission.

(1) General application requirement. Copies of the proposed preliminary plat shall be at a scale of 1 inch = 100 feet or larger and in a form substantially as follows:

(a) The boundary lines with accurate distances and bearings and the exact location and width of all existing or recorded streets intersecting the boundary of the tract. Exact total gross acreage to the nearest hundredth shall be shown. Documentation shall be provided showing that boundary line error does not exceed 1:10,000 for unadjusted boundary and 1:50,000 for plat boundary;

(b) True bearings and distances to the nearest established street lines and official monuments, which shall be accurately described on the plat. Municipal, ETJ, school district, and other jurisdictional boundaries shall be accurately tied to subdivision boundaries by distance and bearing;

(c) Accurate ties to the abstract and survey corners as required by prudent surveying practices;

(d) The exact layout, including:

1. Street names, which must be submitted to the City Administrator for approval in accordance with the city's guidelines for the naming of streets. Names of corporations may not be used as street names;

2. The length of all arcs, radii, internal angles, points of curvature, length, and bearings of the tangents;

3. All easements for rights-of-way, utilities, drainage, emergency access, line-of-sight, and any limitations of the easements;

4. All lot numbers and lines with accurate dimensions in feet and hundredths of feet and bearings and angles to street lines, and net lot areas in acres;

5. The location of the center line of creeks or drainage ways should be tied with accurate dimensions in feet and hundredths of feet with bearings and angles. No unplatting remainder will be allowed between property boundaries and center lines of creeks. The location of the 100-year event floodplain shall be shown; and

6. The locations of permanent structures within the subdivision, including houses, barns, walls, tanks, wells, and the significant features.

(e) The accurate location, material, and size of all monuments approved by the City Engineer. Horizontal and vertical control data shall be established for a minimum of 2 corners of the subdivision or addition. One-inch iron rods shall be set at all boundary corners, block corners, angle points, points of corners, and points of tangents. One-half-inch iron rods shall be set at all other lot corners. All these iron rods shall have plastic red caps, identifying the surveyor and the significance of the point (such as PC, PT, block corner);

(f) The accurate outline of all property which is offered for dedication for public use with the purpose indicated thereon, and of all property that may be reserved by deed covenant for the common use of the homeowners in the subdivision or addition;

(g) Building setback lines;

(h) Special restrictions, including, but not limited to, drainage and floodway, fire lanes, and screening;

(i) The proposed name of the subdivision or addition;

(j) The name and address of the property owner;

(k) North arrow, scale, and date of origination, and latest revision date;

(l) Certification by a registered public surveyor to the effect that the plat represents a survey made by him or her and that all the monuments shown thereon actually exist, and that their location, size, and material description are correctly shown, and that the survey correctly shows the location of all rights-of-way, easements, and other matters of record affecting the property being platted;

(m) Boundary survey closure and area calculations;

(n) Additional documents necessary for dedication or conveyance of easements or rights-of-way, as required by the city. The city may, in some instances, require the conveyance of fee simple title for certain rights-of-way;

(o) Entry easements to allow city personnel to enter the property being platted for the purpose of examining the construction of the public improvements;

(p) The layout, names, and width of proposed streets, and easements;

(q) The location of proposed screening walls and other forms of screening shall be clearly indicated;

(r) Existing contours of the tract in intervals of 2 feet or less, referred to sea level datum, and final contours after construction referred to in intervals of 1 foot or less, referred to sea level datum;

(s) Existing sewers, water mains, culverts, or other underground structures within the tract and immediately adjacent thereto, with pipe sizes and locations included;

(t) Proposed water, sanitary sewer (if applicable), and storm drainage facilities with pipe sizes and locations and showing culverts, bridges, and other appurtenances or structures;

(u) Storm water retention or detention basins as required;

(v) Erosion mitigation of lots or roads next to creeks and drainage ways according to the drainage and erosion guidelines of the city and the E.P.A.; and

(w) General tree survey information showing tree lines and individual trees of 6-inch caliper or greater as measured 4 feet above the ground.

(2) Standards for approval. No preliminary plat shall be recommended for approval by the Planning and Zoning Commission or approved by the Council unless the above and following standards have been met:

(a) The construction plans have been reviewed and recommended for approval by the City Engineer;

(b) Provision for installation and dedication of public improvements has been made;

(c) The plat conforms to applicable zoning and subdivision regulations; and

(d) The plat meets all other requirements of this chapter.

(3) Approval procedure. After review of the preliminary plat, the report and recommendation of the City Engineer on the construction plans, and any exhibits submitted at a public meeting, the applicant shall be advised of any required changes or additions. The Commission shall recommend the preliminary plat for approval by the City Council or disapprove the preliminary plat. One copy of the proposed preliminary plat shall be returned to the owner with the date of such actions noted thereon. If the Commission disapproves the proposed preliminary plat, the applicant may execute an appeal in the manner prescribed in § 155.032.

(4) Effect of approval. Approval of a preliminary plat by the Council constitutes authorization for the City Engineer to release construction plans subject to his or her final approval and for the City Engineer to authorize the developer to commence grading of the site and construction of those public improvements as are required by the city. Approval of a preliminary plat also authorizes the property owner, upon fulfillment of all requirements and conditions of approval, to submit for approval an application for final plat approval. Upon release of the construction plans, the City Engineer may, upon request of the applicant, issue a certificate indicating the construction plans have been released and construction of the improvement is thereafter authorized. Additional certificates may be issued by the City Engineer authorizing the construction of private utilities on a phased schedule. The certificate shall read as follows:

“The Preliminary Plat for (insert name of the subdivision or addition) as approved by the Council on (insert date of approval) is authorized for use with engineering plans for the construction of public improvements as approved by the City Engineer. A final plat will be considered for approval by the Council upon the completion of all public improvements.”

(5) Lapse of preliminary plat approval. The approval of a preliminary plat shall be effective for a period of 2 years from the date that the preliminary plat is approved by the Council, at the end of which time the applicant must have submitted and received approval for a final plat. If a final plat is not submitted and approved within 2 years, the preliminary plat approval shall be null and void, and the applicant shall be required to submit a new plat subject to the then existing zoning and subdivision regulations. See § 155.029 concerning extensions and reinstatement of approval.

(D) Phasing of development. The Commission may permit a preliminary plat for a major subdivision to be divided into 2 or more phases, as indicated on the preliminary plat, provided each phase satisfies the requirements of this chapter. In considering phasing of a preliminary plat, the Commission may approve certain conditions as it deems necessary to ensure the orderly development of the platted land. Those conditions may include but are not limited to temporary streets, temporary cul-de-sacs, and off-site utility extensions.

(E) Construction plan procedure and requirements.

(1) General application requirements. Construction plans shall be prepared by or under the supervision of a professional engineer or architect registered in this state as required by state law governing those professions. Plans submitted for review by the city shall be dated and bear the responsible engineer’s or architect’s name, professional license number, and the designation of “engineer,” “professional engineer,” “P.E.,” or “architect” and an appropriate stamp or statement near the engineer’s or architect’s identification, stating that the documents are for preliminary review and are not intended for construction. Final plans acceptable to the city shall bear the seal and signature of the engineer or architect and the date signed on all sheets of the plans. Public works construction in streets, alleys, or easements which will be maintained by the city shall be designed by a professional engineer registered in this state.

(2) Review procedure. Copies of the construction plans and the required number of copies of the plat shall be submitted to the City Engineer to be reviewed for recommendation. The plans shall contain all necessary information for construction of the project. All materials specified shall conform to the standard specifications and standard details of the city. Each sheet

of the plans shall contain a title block including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made. The City Administrator will release the plans for construction, after the plans are recommended for approval by the City Engineer, and approval of the final plat by the Council and payment of all fees. Upon this release, each contractor shall maintain 1 set of plans stamped with the city approval on the project site at all times during construction. (Also see §§ 155.046 and 155.047.)

(3) Failure to commence construction. If construction has not commenced within 1 year after approval of the plans, resubmittal of plans may be required by the city for meeting current standards and engineering requirements.

(4) Definition. For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

CONSTRUCTION. Installation of city maintained public improvements.

(Ord. 487, passed 7-18-2000) Penalty, see § 155.999

§ 156.32 SINGLE-FAMILY RESIDENTIAL DISTRICT.

(A) *Purpose; SF.* The purpose of this classification is to provide for single-family residential development that is most consistent with the general desires of the community.

(B) *Uses; SF.*

(1) *Permitted uses.*

(a) Single-family residence;

(b) Accessory buildings; and

(c) Home occupation.

(2) *Conditional uses; special use permit required.* The following uses may be applied for by filing a request for a special use permit and upon notice of hearing and receiving approval of the Council in its discretion:

(a) Accessory dwelling;

(b) Large animal activities; and

(c) Large animals other than horses or cattle on the premises.

(C) *Lot size requirements; SF.*

(1) *Minimum lot size.* The minimum lot size shall be 2.0 acres net (87,120 square feet).

(2) *Maximum lot coverage.* The maximum lot coverage shall be no more than 20%. This is inclusive of all structures. For a 2-acre lot, this is a maximum of 17,424 square feet.

(3) *Nonresidential structures; maximum lot coverage.* No more than 10% of the total lot area may be accessory buildings.

(4) *Minimum lot width at front lot line.* The minimum lot width at the street frontage of any lot shall be 200 feet for straight streets. On curved streets and cul-de-sacs, the minimum lot width at the front lot line is determined by the effective radius of curvature, R, measured in feet, of the right-of-way boundary as follows. The width (W) shall be at least:

$$W = 70 - (400 / R) \text{ feet}$$

In this formula, R shall be no less than 40 feet.

(5) *Minimum lot depth.* The minimum lot depth shall be 300 feet measured from the closest straight line distance between the front property line and the rear property line.

(D) *Bufferyards; SF.* Bufferyards are not required for the single-family zoning classification. If a bufferyard is to be incorporated into the development, the following conditions shall apply.

(1) The bufferyard setback shall contain at least 1 tree per 20 linear feet in order to calculate the total number of trees. If hardy native or adapted trees currently are growing in the area of this bufferyard setback, retention of these trees is preferred over transplanting new trees in the bufferyard. Each planted tree shall be a native or adapted species and of a variety normally considered hardy for the type of soil contained in the bufferyard. Naturally grouped plantings are recommended. New trees shall be from the required tree list. Tree plantings must be completed and established prior to the city's issuance of a certificate of occupancy.

(2) The bufferyard shall be included as a part of the property to be maintained by the homeowners association, or owner of the lot.

(E) *Building setbacks; SF.* The following setbacks are the minimum requirements. Distances indicated are exclusive of public or private motor vehicle easements or rights-of-way.

(1) *Front setback.* The minimum front setback for any structures on the lot shall be 100 feet from the closest point of the front property line. No 2 adjacent houses shall have the same front building line. The front building line of all adjacent houses shall vary by at least 5 feet.

(2) *Side setback.* The minimum side setback shall be 40 feet from the closest point of the side property line.

(3) *Side setback at corner.* The minimum side setback for any structures on a lot located on a corner shall be the same as the front setback on the side closest to the adjacent street. 2-acre lots: 100 feet.

(4) *Rear setback.* The minimum rear setback for any structures on the lot located on a corner lot shall be 50 feet from the closest point of the rear property line.

(F) *Building regulations; SF.*

(1) *Single-family residence.*

(a) *Minimum living space.* There shall be a minimum of 2,500 square feet of air- conditioned living space.

(b) *Building materials.*

1. *First floor elevation.* Not less than 90% of the exterior materials used on the first floor elevation shall be brick or stone, exclusive of doors and windows.

2. *Total elevation.* Not less than 75% of the exterior materials used on the entire elevation, including the first floor elevation, shall be brick or stone, excluding doors and windows.

3. *Brick or stone; alternatives.* Portland cement, plaster, or exposed aggregate plaster type finish material for elevations may be permitted in lieu of brick or stone, with the approval of the Building Official that these materials and their application conform to the requirements of the Uniform Building Code, Building Code Handbook, and other pertinent ordinances in the city.

(c) *Maximum height.*

1. The maximum height for the primary residence shall be 2 stories above ground level, not to exceed 35 feet above finished floor elevation, excluding architectural treatment elements.

2. Architectural treatment elements are not to exceed 40 feet above finished floor elevation.

(2) *Accessory buildings.* Refer to § [156.37\(N\)](#).

(3) *Accessory dwellings.* Accessory buildings to be used for living purposes may be constructed only after the issuance of a special use permit.

(a) *Minimum living space.* There is no minimum living space requirement.

(b) *Building materials.*

1. *First floor elevation.* Not less than 90% of the exterior materials used on the first floor elevation shall be brick or stone, exclusive of doors and windows.

2. *Total elevation.* Not less than 75% of the exterior materials used on the entire elevation, including the first floor elevation, shall be brick or stone, excluding doors and windows.

3. *Brick or stone; alternatives.* Portland cement, plaster, or exposed aggregate plaster type finish material for elevations may be permitted in lieu of brick or stone, with the approval of the Building Official that these materials and their application conform to the requirements of the Uniform Building Code, Building Code Handbook, and other pertinent ordinances in the city.

(c) *Maximum height.* The maximum height for any accessory buildings shall be 2 stories above ground level, not to exceed the height of the primary residence.

(G) *Garages; SF.* No garage shall open to the front of a lot or to the side street in a corner lot.

(H) *Trees and drainage; SF.*

(1) *Existing trees and drainage.* All existing trees and drainage ways shall be noted on the conceptual site plan submitted with the zoning application. Trees to be added or removed shall be designated on the site plan. A separate landscaping plan may be submitted with this conceptual plan.

(2) *Tree plantings.* All streets shall have rows of trees, of approved species, planted along street sides outside of the right-of-way, at an average of 50 feet on center. Non-uniform planting of trees is encouraged.

(I) *Fences; SF.*

(1) *General restrictions.*

(a) No fences shall be permitted in front yard areas and side yards extending beyond the house facade on developments in the SF areas, except for lots of 2 acres or more.

(b) Fencing in side yard or back yard areas shall not exceed 6 feet, 0 inches in height. All fences shall be of open construction and not solid or near-solid fabric or surfacing. Open construction shall mean that each fence panel, when viewed from an elevation perspective at a perpendicular to that elevation, shall be constructed of materials that allow at least 50% of the surface area of each panel to provide for an open unobstructed view.

(c) The 50% open construction requirement for each fence panel is exclusive of columns and posts, which may be constructed of solid material including masonry or metal.

(d) Fencing columns, if used, shall not be more than 2 feet square on base, and not more than 6 feet in height. The columns shall not be closer together than 6 feet center to center.

(2) *Chain link fencing.* Chain link fences may not be used in the front yard. They cannot extend beyond the front building line of the primary dwelling on the lot. They cannot extend into the side setback on the street side of a corner lot. It is preferred that chain link fence be black or green vinyl coated rather than galvanized.

(3) *Privacy fencing.* Privacy fences are permitted around swimming pool areas, subject to the following:

(a) The fence must be built with the finished side facing the exterior of the lot; and

(b) The privacy fence must not be built farther than 30 feet from the side of the pool. The side of the pool is defined as where the water's edge meets the side of the pool, not the outside edge of the pool decking, if any.

(4) *Inspection and maintenance.* When any fence is completed, it must be inspected. The Building Inspection Department shall be notified upon completion of the fence. The Chief Building Official will issue a card of acceptance if the fence complies with the provisions of this

section, or it will be rejected. All fences constructed under the provisions of this section shall be maintained so as to comply with the requirements of this section at all times. Fences shall be maintained by the owner or person in charge of the property in as near as possible the condition of the fence when installed and accepted as provided herein, and shall be maintained as follows:

- (a) The fence shall not be out of vertical alignment more than 20%; and
- (b) All damaged, removed, or missing portions of the fence shall be replaced or repaired with comparable materials of a comparable color to the remaining portions of the fence.

(5) *Materials.*

(a) *Permitted materials.* Materials permitted are wood, concrete, masonry, chain link, wrought iron, metal tubing, vinyl, fiberglass composite, barbed wire, or other materials approved by the Building Official for exterior exposure as fence material.

(b) *Prohibited materials.* Materials prohibited are razor ribbon, sheet metal, corrugated steel and fiberglass panel, plywood, or any other similar material manufactured for other uses.

(6) *Certain locations, construction prohibited.*

(a) *Within easements.* No fence shall be located within any easement except by prior written approval of those agencies having interest in that easement.

(b) *Electric fences.* No fence erected shall be electrically charged in a manner to be dangerous to humans.

(7) *Swimming pool enclosures.* A building permit is required for the construction of all swimming pools, and all pools and their associated safety fences shall be built according to the building code.

(J) *Animal restrictions; SF.*

(1) It shall be unlawful for a person to keep any swine within the city limits.

(2) It shall be unlawful for any person to keep large animals on any premises except as follows, or to keep any large animals on any premises in an unsanitary condition.

(3) The minimum lot size for large animals is 1.8 net acres. For each lot, the portion of the lot in excess of 1/2 acre is determined to be the net grazing area. A person may keep large animals in accordance with the following.

(a) One large animal per 1/2 acre of net grazing area, when each animal is provided a fully enclosed stall inside a barn, suitable for the large animal's care and feeding.

(b) One large animal per acre of net grazing area, when no fully enclosed stall is provided for the large animal.

(c) Two miniature horses shall be considered the same as 1 large animal.

(Ord. 483, passed 6-6-2000; Am. Ord. 508, passed 7-10-2001) [Penalty, see § 156.99](#)



Meeting Date: December 13, 2012

Agenda Subject:

CONSIDERATION AND/OR ANY APPROPRIATE ACTION TO AMEND THE CITY ORDINANCES ON PASTURE MAINTENANCE (ORD. 553 & 571, CODIFIED IN THE PARKER MUNICIPAL CODE CHAPTER 94).

(For discussion at Parker P & Z Meeting on December 13, 2012)

156.37 SUPPLEMENTARY DISTRICT REGULATIONS (EXISTING)

(D) Lot maintenance. In all districts, lots shall be maintained in such a manner as to be free and clear of debris. All vegetation, except for regularly cultivated crops, trees, or shrubbery, which exceeds 12 inches in height, shall be presumed to be objectionable and unsightly. Regularly cultivated crops shall not be allowed to grow within the right-of-way of any public street or easement but shall be kept mowed. It shall be the duty of any person owning, claiming, occupying, or having supervision or control of any real property to cut and remove all weeds, brush, or other objectionable or unsightly matter as often as may be necessary; provided that the removing and cutting same at least once in every 30 days shall be deemed a compliance with this chapter; and to use every precaution to prevent the same growing on the premises to become a nuisance.

156.37 SUPPLEMENTARY DISTRICT REGULATIONS (PROPOSED)

(D) Lot maintenance. In all districts, lots shall be maintained in such a manner as to be free and clear of debris. All vegetation, except for regularly cultivated crops, trees, or shrubbery, which exceeds 12 inches in height, shall be presumed to be objectionable and unsightly. The following exceptions for maintaince of lots shall be allowed:

- (1) On lots of 5 acres or more, where land is used primarily for grazing of animal stock, the first 25 feet of land abutting any public right of way shall be kept mowed (except for trees or shrubbery) to not exceed 12 inches in height.**
- (2) On lots of 2 acres or more, where land is used for wildflower cultivation or wildlife management, the first 25 feet of land abutting any public right of way shall be mowed (except for trees or shrubbery) to not exceed 12 inches in height. This does not apply to front yards as defined in Supplemental District Regulations Section 156.37 (G) (1).**

Regularly cultivated crops shall not be allowed to grow within the right-of-way of any public street or easement but shall be kept mowed. It shall be the duty of any person owning, claiming, occupying, or having supervision or control of any real property to cut and remove all weeds, brush, or other objectionable or unsightly matter as often as may be necessary; provided that the removing and cutting same at least once in every 30 days shall be deemed a compliance with this chapter; and to use every precaution to prevent the same growing on the premises to become a nuisance.



Meeting Date: December 13, 2012

Agenda Subject:

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING CODIFICATION CHAPTER 92, ANIMALS.

Exhibits:

City Codification Chapter 92

Summary:

Section 92.03 is our Wild, Exotic and Vicious animal ordinance, which prohibits the keeping of certain animals in Parker. Section A defines those animals as being those who pose a physical or health threat to public safety, those who are protected by legal regulations, and those who are considered offensive. Subsections 1, 2, and 3 name particular classes of animals as being prohibited in Parker. Section B lists some exceptions. Some of these animals are currently being kept in Parker and some residents have indicated they would like to have as pets some of the animals that are currently prohibited, such as potbellied pigs. It has been asked why is a guinea pig acceptable but a potbellied pig is not; how is a rat which can carry many diseases be an exception and who determines if an animal is offensive.

Councilmember Pettle requested this item be referred to Planning and Zoning for your study and recommendation on 1) whether or not specific animals need to be named/include in the Ordinance, 2) do we need in this Ordinance a definition of "offensive" or is that covered elsewhere such as our nuisance Ordinance.

Possible action:

CHAPTER 92: ANIMALS

Section

[92.01](#) Definitions

[92.02](#) Rabies control

[92.03](#) Wild, exotic, and vicious animals

[92.04](#) Animals running at large; barking dogs

[92.05](#) Sanitary conditions required

[92.06](#) Humane treatment of animals required

[92.07](#) Enforcement

[92.99](#) Penalty

Statutory reference:

Authority to adopt rabies ordinances, see Tex. Health and Safety Code, Ch. 826

§ 92.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANIMAL. Any living creature, including, but not limited to, dogs, cats, horses, birds, fish, mammals, reptiles, insects, fowl, and livestock, but specifically excluding human beings.

ANIMAL CONTROL. The animal control function of the city.

ANIMAL CONTROL OFFICER. Any person or agency designated by the city to enforce the provisions of this chapter.

ANIMAL NUISANCE. Created when an animal:

- (1) Runs uncontrolled;
- (2) Moles or disturbs persons or vehicles by chasing, barking, or biting;
- (3) Attacks other animals;
- (4) Damages property other than that of the owner or harborer;

- (5) Barks, whines, howls, honks, brays, cries, or makes other noises excessively;
- (6) Creates noxious or offensive odors;
- (7) Defecates upon any public place or upon premises not owned or controlled by the owner or harborer unless promptly removed by the animal owner or harborer; or
- (8) Creates an insect breeding or attraction site due to an accumulation of excreta.

BITE. To be seized with the teeth or jaws so that a person or animal has been nipped, gripped, wounded, or pierced and saliva of the biting animal has contacted the resulting break or abrasion of the skin.

CAT. Any live or dead cat (*Felis catus*).

CONTROL or **CONTROL OF AN ANIMAL.** The same is on a leash not more than 8 feet in length, is under voice control in the presence of a competent person, is on or within a vehicle being driven or parked, or is within the property limits of its owner or harborer or upon the premises of another person with the consent of that person.

CURRENTLY VACCINATED. Vaccinated and satisfying the following criteria:

- (1) The animal must have been at least 3 months of age at the time of vaccination;
- (2) At least 30 days have elapsed since the initial vaccination; and
- (3) No more than 36 months have elapsed since the most recent vaccination.

DOG. Any live or dead dog (*Canis familiaris*).

DOMESTIC ANIMAL. Includes all species of animals commonly accepted as being domesticated.

HARBORING. The act of keeping or caring for an animal or of providing premises to which the animal returns for food, shelter, or care for a period of 3 consecutive days.

OWNER. Any person, firm, or corporation having title to any animal, or a person who has, harbors, keeps, or causes or permits to be harbored or kept, any animal in his or her care, or who permits an animal to remain on or about his or her premises.

PET ANIMAL. Includes dogs, rats, rabbits, rodents, birds, reptiles, and any other species of animal that is sold or retained as a household pet, but shall not include skunks, nonhuman primates, and any other species of wild, exotic, or carnivorous animal that may be further restricted in this law.

RUNNING AT LARGE. Not completely confined by a building, wall, or fence of sufficient strength of construction to restrain the animal, or not on a leash or held in the hands of the owner or keeper, or not under direct personal supervision of the owner to the extent that the animal does

damage public or private property and does attack, charge, or otherwise disrupts the lawful use of private or public property by third parties.

STRAY ANIMAL. Any animal for which there is no identifiable owner or harborer.

VACCINATED. Properly injected with a rabies vaccine licensed for use in that species by the U.S. Department of Agriculture and administered by a veterinarian licensed to practice in this state.

VIOUS ANIMAL. Any individual animal or any species that has on 1 or more previous occasions, without provocation, attacked or bitten any person or other animal, or any individual animal that the local health authority or supervisor of animal control has reason to believe has a dangerous disposition, or any species of animal that the local health authority or supervisor has reason to believe has a dangerous disposition likely to be harmful to humans or other animals.

WILD ANIMAL. Any poisonous or dangerous reptile or any other species of animal that commonly exists in a natural, unconfined state and is usually not domesticated, including, but not limited to, foxes, opossums, raccoons, squirrels, leopards, panthers, tigers, lions, lynx, unless certified for medical, biological, herpetological, or other scientific research or study. This definition shall apply regardless of state or duration of captivity.

(Ord. 414, passed 12-17-1996; Am. Ord. 625, passed 7-1-2008)

§ 92.02 RABIES CONTROL.

(A) *Vaccinations.* Every owner of a dog or cat 3 months of age or older shall have that animal vaccinated against rabies. All dogs or cats vaccinated at 3 months of age or older shall be revaccinated at 1 year of age and each third year thereafter. Any person moving into the city from a location outside of the city shall comply with this section within 30 days after having moved into the city. If the dog or cat has inflicted a bite on any person or another animal within the last 10 days, the owner of that dog or cat shall report the fact to the veterinarian, and no rabies vaccine shall be administered until after the 10-day observation period.

(B) *Certificate of vaccination.* Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. This certificate shall contain the following information:

- (1) The name, address, and telephone number of the owner of the vaccinated dog or cat;
- (2) The date of vaccination;
- (3) The type of rabies vaccine used;
- (4) The year and number of the rabies tag; and
- (5) The breed, age, color, and sex of the vaccinated dog or cat.

(C) *Rabies tags.* Concurrent with the issuance and delivery of the certificate of vaccination referred to in division (B) of this section, the owner of the dog or cat shall cause to be attached to the collar or harness of the vaccinated dog or cat a metal tag, serially numbered to correspond with the vaccination certificate number, and bearing the year of issuance, and the name of the issuing veterinarian and his or her address. The owner shall cause the collar or harness, with the attached metal tag, to be worn by his or her dog or cat at all times.

(D) *Duplicate tags.* In the event of loss or destruction of the original tag provided in division (C) of this section, the owner of the dog or cat shall obtain a duplicate tag. Vaccination certificates (and tags) shall be valid only for the animal for which each was originally issued.

(E) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated dog or cat to fail or refuse to exhibit his or her copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter.

(F) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

(G) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or suspected of being exposed to rabies must immediately report that knowledge to the local health authority, giving any information that may be required. For any animal known to have been or suspected of being exposed to rabies, the following rules must apply:

(1) Animals having a current vaccination must be revaccinated immediately and confined according to the method prescribed by the local health authority for a period of not less than 90 days; and

(2) Animals not having a current vaccination should be humanely destroyed. However, if the owner of such an animal elects, he or she may, at his or her expense and in a manner prescribed by the local health authority, confine the animal. This animal must be vaccinated immediately following exposure and quarantined for not less than 6 months. A revaccination shall be done 1 month prior to release from quarantine.

(Ord. 414, passed 12-17-1996; Am. Ord. 625, passed 7-1-2008) [Penalty, see § 92.99](#)

§ 92.03 WILD, EXOTIC, AND VICIOUS ANIMALS.

(A) *Prohibited animals.* It shall be unlawful for a person to keep or harbor a prohibited animal within the city limits. Prohibited animals include the following. Any animal, regardless of state or duration of captivity, that poses a potential physical or disease threat to the public, that is protected by international, federal or state regulations, or that is considered to be excessively odiferous, noisy or having offensive characteristics, including but not limited to the following:

(1) *Class Reptilia.* Family Helodermatidae (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cottonmouths, other pit vipers and true vipers); Family Elapidae (coral snakes, cobras, mambas and other elapids); the following listed species of Family Colubridae- *Dispholidus typus* (boomslang), *Hydrodynastes gigas* (water cobra), *Boiga* (mangrove snake),

and *Thelotornis* (African twig snake) only; Order Phidia, Family Boidae (racers, boas, water snakes and pythons); and Order Crocodilia (crocodiles, alligators, caimans and gavials).

(2) *Class Aves*. Order Falconiforms (such as hawks, eagles and vultures); Subdivision Ratitae (such as ostriches, rheas, cassowaries and emus); Order Strigiforms (such as owls); genus *Meleagris* (such as turkey); genus *Inachis* (such as peacocks).

(3) *Class Mammalia*. Order Carnivora, Family Felidae (such as ocelots, margays, tigers, jaguars, leopards and cougars), except commonly accepted domesticated cats; Family Candidae (such as wolves, wolf-dog hybrids, dingos, coyotes and jackals), except domesticated dogs; Family Mustelidae (such as weasels, skunks, martens, mink and badgers); Family Procyonidae (raccoon); Family Ursidae (such as bears); Order Marsupialia (such as kangaroos and common opossums); Order Edentata (such as sloths, anteaters and armadillos); Order Proboscidea (elephants); Order Primata (such as monkeys, chimpanzees and gorillas); Order Rodentia (such as porcupines); Species Procine (such as swine and potbellied pigs).

(B) Prohibited animal does not mean a gerbil, hamster, guinea pig or laboratory mouse or rat.

(C) *Large animal*.

(1) A large animal is defined as any herbivorous grazing animal over 500 pounds body weight. It shall be unlawful for any person to keep a large animal on any premises except as follows, or to keep any large animal on any premises in an unsanitary condition.

(2) The minimum lot size for large animals is 1.8 net acres. For each lot, the portion of the lot in excess of one-half acre is determined to be the net grazing area. A person may keep large animals in accordance with the following:

(a) One large animal per one-half acre of net grazing area, when each animal is provided a fully enclosed stall inside a barn, suitable for the large animal's care and feeding, accessible by the animal and not used for storage or other use.

(b) One large animal per acre of net grazing area when no fully enclosed stall is provided for the large animal.

(c) Two herbivorous grazing animals less than 500 pounds body weight shall be considered the same as one large animal in the calculation of the number of animals permitted on a lot.

(d) A special permit may be requested by applicants wishing to keep animals with a minor variance from the terms of this division (C).

(Ord. 414, passed 12-17-1996; Am. Ord. 560, passed 10-26-2004; Am. Ord. 625, passed 7-1-2008) [Penalty, see § 92.99](#)

§ 92.04 ANIMALS RUNNING AT LARGE; BARKING DOGS.

(A) *Running at large*. It shall be unlawful for any dog or other animal possessed, kept, or harbored, other than a cat, to run at large as is defined in § [92.01](#) of this code.

(B) *Public nuisance; barking.* It shall be unlawful for any owner or possessor of an animal to fail to exercise proper care and control of his or her animals to prevent them from becoming a public nuisance, as that term is defined in § 92.01 above. Excessive, continuous, or untimely barking, in a manner to disturb the peace, or in a manner so as to materially disturb or annoy persons in the neighborhood of ordinary sensibilities, is declared and defined herein to be an unlawful public nuisance.

(C) *Notice and complaints.*

(1) Whenever any person shall complain in writing to the city that a dog or dogs which habitually bark, howl, or yelp is being kept by any person in the city, the city shall notify the owner of the dog(s) that a complaint has been received and that the person should take whatever steps necessary to alleviate the barking, howling, or yelping.

(2) Any person who believes this chapter is being violated may, in a manner prescribed by law, file a complaint with the Municipal Court of the city, where it shall be processed in the normal course of the Court's business. The Court is authorized to issue such writs and process as may be necessary to hear the complaint.

(Ord. 414, passed 12-17-1996) [Penalty, see § 92.99](#)

§ 92.05 SANITARY CONDITIONS REQUIRED.

(A) The owner or person in possession of animals shall keep yards, pens, and enclosures in which the animals are confined in such a manner as not to give off odors offensive to persons of ordinary sensibilities residing in the vicinity or to breed or attract flies, mosquitoes, or other noxious insects, or in any manner to endanger the public health or safety, or to create a public nuisance.

(B) All persons keeping animals shall comply with the following regulations:

(1) Manure and droppings shall be removed from pens, stables, yards, cages, and other enclosures as necessary to maintain sanitary conditions and handled or disposed of in a manner so as to keep the premises free of any nuisances;

(2) Mound storage of droppings or manure between removals shall be permitted only under conditions so as to protect against the breeding of flies and to prevent migration of fly larvae (maggots) into the surrounding soil;

(3) Watering troughs or tanks shall be provided that are equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes, and other insects; and

(4) No putrescible material shall be allowed to accumulate on the premises, and all such material used to feed that is unconsumed shall be removed and disposed of by burial or other sanitary means.

(Ord. 414, passed 12-17-1996) [Penalty, see § 92.99](#)

§ 92.06 HUMANE TREATMENT OF ANIMALS REQUIRED.

The following requirements are established for pet and animal care and not intended to contravene the provisions on animal cruelty as provided in the Tex. Penal Code, Ch. 42.

- (A) No owner shall fail to provide his or her animal(s) with sufficient good wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.
- (B) No person shall beat, cruelly ill-treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight, cockfight, bullfight, or other combat between animals or between animals and humans.
- (C) No owner of an animal shall abandon the animal.
- (D) Any person who, as the operator of a motor vehicle, strikes a domestic animal, shall stop at once and render such assistance as may be possible and shall immediately report the injury or death to the animal's owner; in the event the owner cannot be ascertained and located, the operator shall at once report the accident to the appropriate law enforcement agency.
- (E) The use of steel jaw traps shall be prohibited.

(Ord. 414, passed 12-17-1996) [Penalty, see § 92.99](#)

§ 92.07 ENFORCEMENT.

- (A) Enforcement of this chapter shall be the responsibility of the City Police Department.
- (B) Upon receipt of a citizen's written complaint, the Police Department shall have the authority to issue citations for any violation of this chapter.
- (C) If the person being cited is not present, the Police Department may send the citation to the alleged offender by registered or certified mail.

(Ord. 414, passed 12-17-1996) [Penalty, see § 92.99](#)

§ 92.99 PENALTY.

- (A) Any person who shall violate any provision of this chapter for which no other penalty is provided shall, upon conviction thereof, be subject to penalties as provided in § [10.99](#) of this code.
- (B) The designated representative of the city may cite any person who violates any provision of this chapter, and, if convicted in Municipal Court, the person shall be fined not more than \$500, and each and every day the provisions of this chapter are violated shall constitute a separate offense.

(Ord. 414, passed 12-17-1996)

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