



AGENDA

PLANNING AND ZONING

OCTOBER 9, 2014 @ 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, October 9, 2014 at 7:00 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

PLEDGE OF ALLEGIANCE

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

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

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

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR SEPTEMBER 18, 2014.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT FOR KINGS CROSSING PHASE 2.

ROUTINE ITEMS

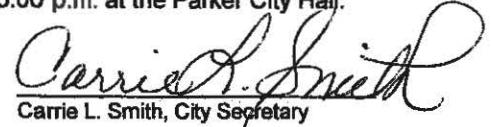
3. FUTURE AGENDA ITEMS
4. ADJOURN

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 October 3, 2014 by 5:00 p.m. at the Parker City Hall.

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.

PLANNING AND ZONING COMMISSION

Meeting Date: October 9, 2014

Agenda Subject:

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR SEPTEMBER 18, 2014.

Exhibits: Proposed minutes

Summary:

See Exhibits

Possible action:

APPROVE
AMEND
TABLE

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
SEPTEMBER 18, 2014**

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 7:00 P.M.

Commissioners Present:

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

Alternate Jeang	<input checked="" type="checkbox"/> Alternate Cassavechia
<input checked="" type="checkbox"/> Alternate Leamy	

Alternate Cassavechia was appointed a voting member.

Staff/Others Present

<input checked="" type="checkbox"/> City Administrator Flanigan	<input checked="" type="checkbox"/> City Secretary Smith
<input checked="" type="checkbox"/> Councilmember Pettle	<input checked="" type="checkbox"/> Councilmember Stone

PLEDGE OF ALLEGIANCE

The pledges were recited.

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

None

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JANUARY 23, 2014.

Amendment: Meeting was called to order by Chairperson Wright.

MOTION: Commissioner Stanislav moved to approve the minutes as written. Commissioner Lozano seconded with Commissioners Cassavechia, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

2. **PUBLIC HEARING - THE PURPOSE OF THIS HEARING WILL BE TO CONSIDER REVISIONS TO THE COMPREHENSIVE ZONING ORDINANCE OF THE PARKER MUNICIPAL CODE. THE PROPOSED REVISIONS ARE TO CITY MAPS; ZONING MAP, FUTURE LAND USE PLAN, THOROUGHFARE PLAN, ANNEXATION MAP, TRAILS MAP AND WATER MASTER PLAN MAP.**

The Comprehensive Plan Review Committee consisting of City Administrator Flanigan, Mayor Pro Tem Levine, Councilmember Stone and P&Z Chairperson Wright conducted a citizen survey and by an overwhelming majority any changes to the Comprehensive Plan were opposed. The Committee agreed to recommend updating all the maps, rename a few and amend the thoroughfare map by adding new street classifications.

Chairperson Wright opened the public hearing at 7:10 p.m.

Joe Cordina, 4302 Boulder opposed any changes to the plan.

Michael Booth, 4010 Ann's Lane opposed any changes to the plan.

Tom Shanley, 4805 Dillehay is unhappy with the development of indoor batting cages being built on the property next to his in the extra-territorial jurisdiction.

Chairperson Wright closed the public hearing at 7:22 p.m.

3. **CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REVISIONS TO THE COMPREHENSIVE ZONING ORDINANCE CITY MAPS; ZONING MAP, FUTURE LAND USE PLAN, THOROUGHFARE PLAN, ANNEXATION MAP, TRAILS MAP AND WATER MASTER PLAN MAP.**

The Commission discussed each map individually and voted.

The Land Use Map has been updated to reflect the current zoning and a change was proposed to rename of the map to "Planning Map". This map is the guide for the future development of the City. (Exhibit A)

Commissioner Standridge requested the Commission look at a new zoning classification for heritage areas in the City such as Dublin Road and Sycamore Road that were developed before Parker was incorporated. Chairperson Wright recommended this be placed on a future agenda.

MOTION: Commissioner Cassavechia moved to recommend approval to the City Council of the updated Land Use Map and the proposed name change to "Planning Map". Commissioner Lozano seconded with Commissioners Cassavechia, Wright,

Lozano and Sutaria voting for. Commissioner Stanislav opposed. Motion carried 4-1.

The Zoning Map shows the current zoning of properties and the properties that are in the City's ETJ. (Exhibit B)

MOTION: Commissioner Sutaria moved to recommend to Council approval of the updated Zoning Map as presented. Commissioner Cassavechia seconded with Commissioners Cassavechia, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

The Ordinance Map lists all property annexations and ordinance numbers. It is recommended to change the map's name to "Annexation Map" and to approve the updates. (Exhibit C)

MOTION: Commissioner Lozano moved to recommend to Council approval of the updated Ordinance Map as presented with the name changed to Annexation Map. Commissioner Sutaria seconded with Commissioners Cassavechia, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

The Trail Master Plan provides a guide for future development of parks and trails. This plan is an addition to the Comprehensive Plan. (Exhibit D)

MOTION: Commissioner Stanislav moved to recommend approval of the Trail Master Plan. Commissioner Cassavechia seconded with Commissioners Cassavechia, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

The Water Distribution Plan Map shows where major water lines are required in future developments. (Exhibit E)

MOTION: Commissioner Lozano moved to recommend approval of the Water Distribution Plan Map. Commissioner Stanislav seconded with Commissioners Cassavechia, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

City Administrator Flanigan provided the Commission with a letter from developer Steve Sallman regarding the Thoroughfare Plan. (Exhibit F)

The current road specifications and design was reviewed. (Exhibit G) At the January 23, 2014 meeting P&Z moved to make a recommendation to Council to amend the subdivision regulations by replacing the existing residential street designs with the three street designs presented by City Engineer John Birkhoff. (Exhibit H) adding the option of using an asphalt roadway structure with the appropriate engineering controls to insure a similar lifespan as concrete.

City Administrator Flanigan reviewed the proposed changes to the Thoroughfare Plan. (Exhibit I) The City Engineer stated a four-lane divided road is only needed when there will be at least 15,000 cars traveling the road per day. Curtis Road is currently planned for a four-lane divided road; however, the road comes to a dead-

end at the City of Lucas city limits. After review by the City Engineer it has been recommended to change Curtis Road to a standard residential street. Another recommended change is the north south thoroughfare from Parker Road to Chaparral. This section is planned for a four-lane divided too and once the property is developed there will not be 15,000 cars traveling it per day. It is recommended to change it to a suburban collector, which is wider than a standard residential street to allow police and fire service through the City safely.

MOTION: Commissioner Lozano moved to recommend approval to Council on changes to the thoroughfare plan (Exhibit I); 1) changing the east section of Curtis Road to a standard residential street, and 2) change the north south connection from Parker Road to Chaparral to a suburban collector that is wider than a standard residential street. Commissioner Stanislav seconded with Commissioners Cassavechia, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

MOTION: Commissioner Cassavechia moved to recommend approval to Council of adding three proposed residential street designs (Exhibit H). Commissioner Lozano seconded with Commissioners Cassavechia, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

ROUTINE ITEMS

4. FUTURE AGENDA ITEMS

- Heritage Zoning classification
- Parker Road Estates Phase 2 Preliminary Plat
- Kings Crossing Phase 2 Preliminary Plat

5. ADJOURN

Chairperson Wright adjourned at 8:41 p.m.

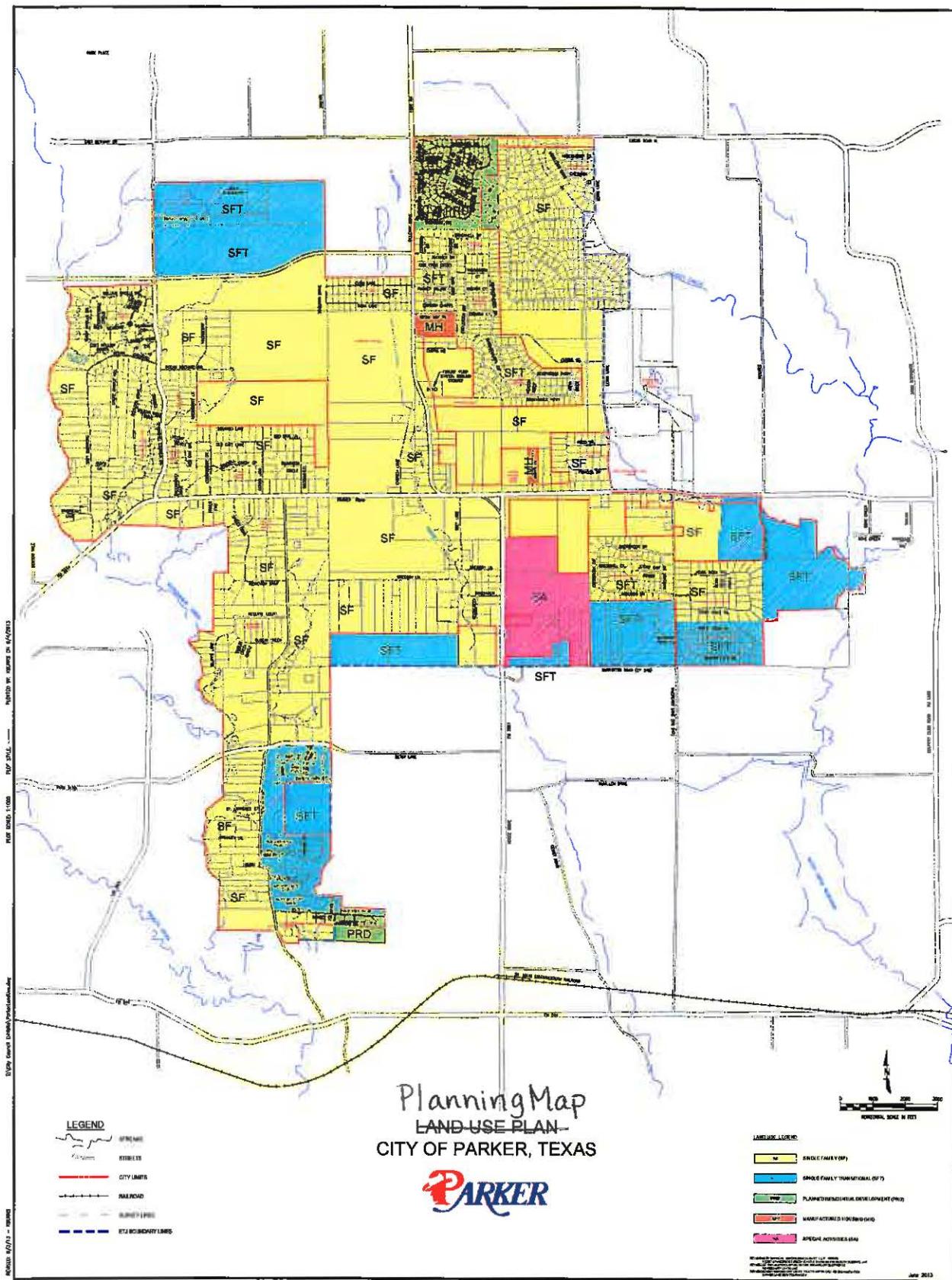
Minutes Approved on _____ day of _____, 2014.

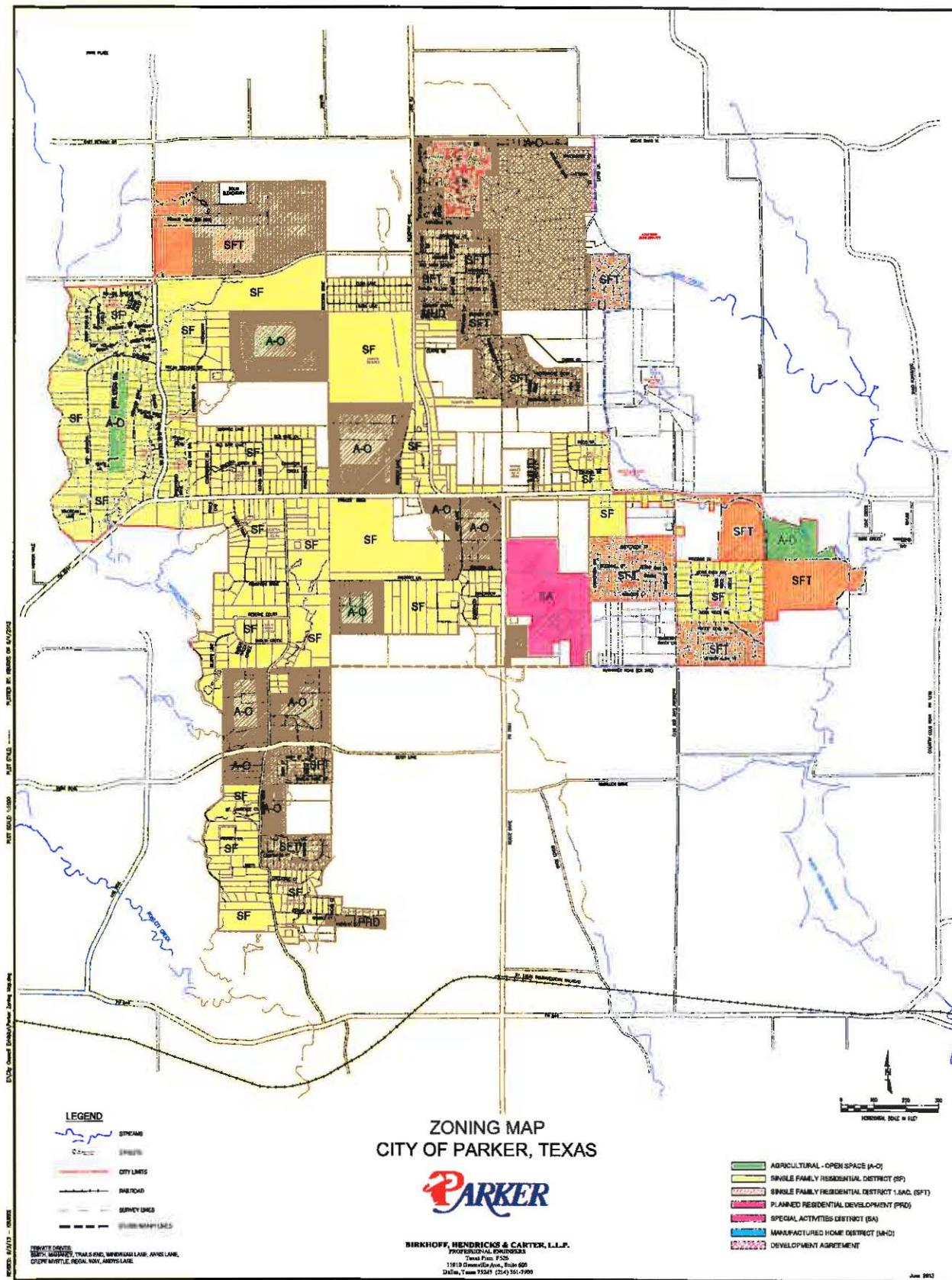
Chairman Russell Wright

Attest:

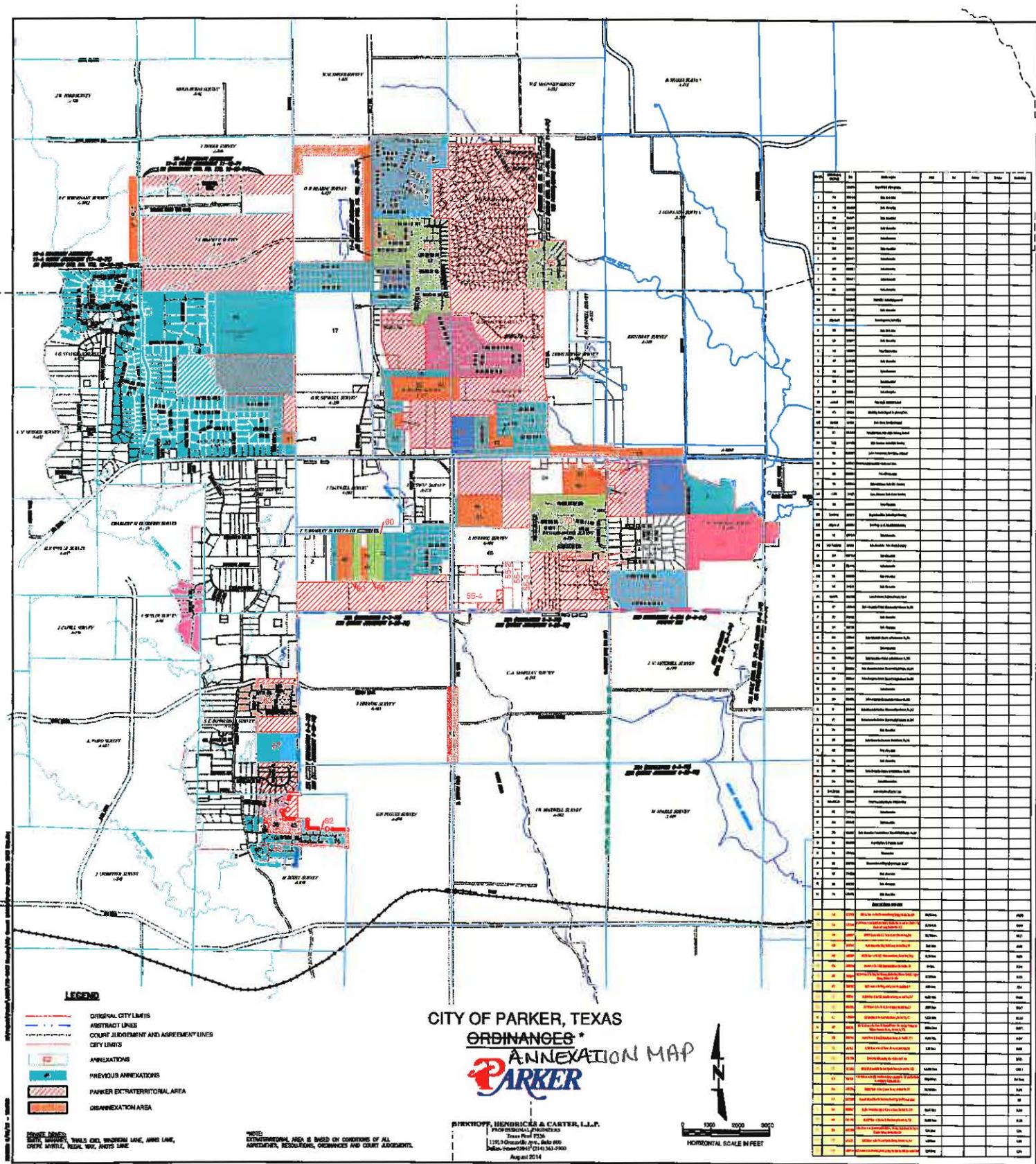
Commission Secretary Stanislav

Prepared by City Secretary Carrie L. Smith

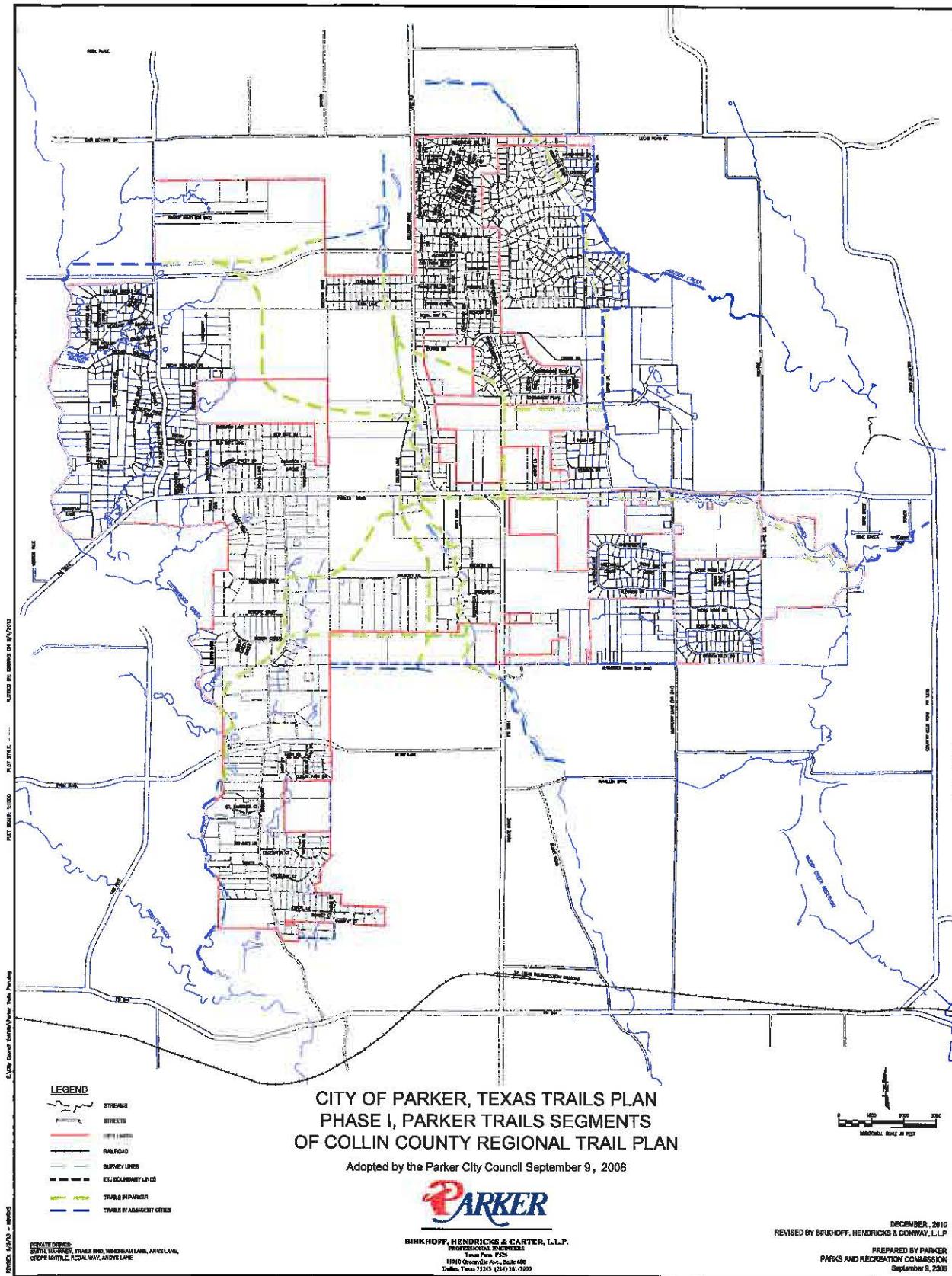




PEZ 9/18/2014
Exhibit C



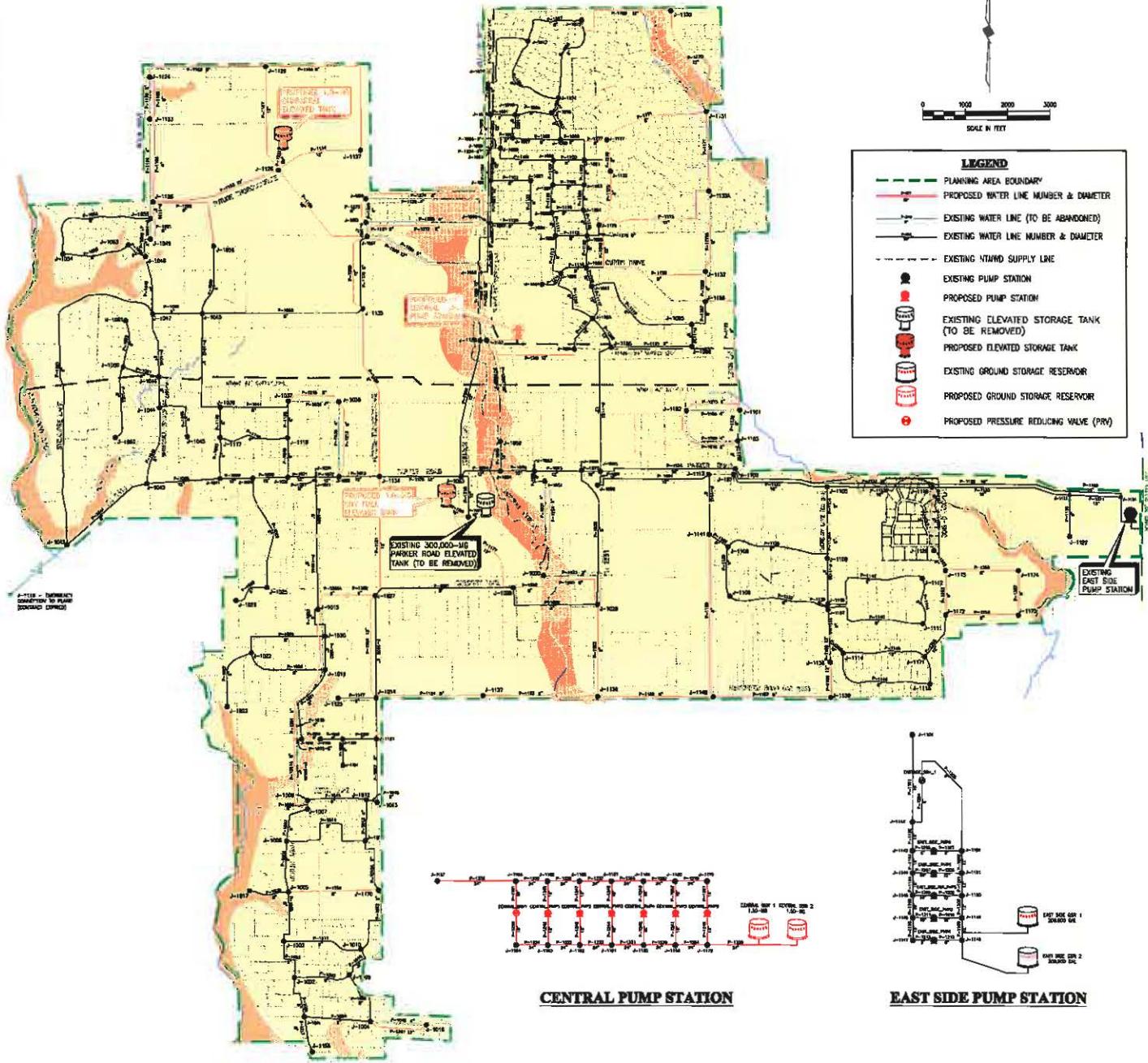
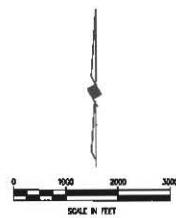
P&Z 9/18/2014
Exhibit D



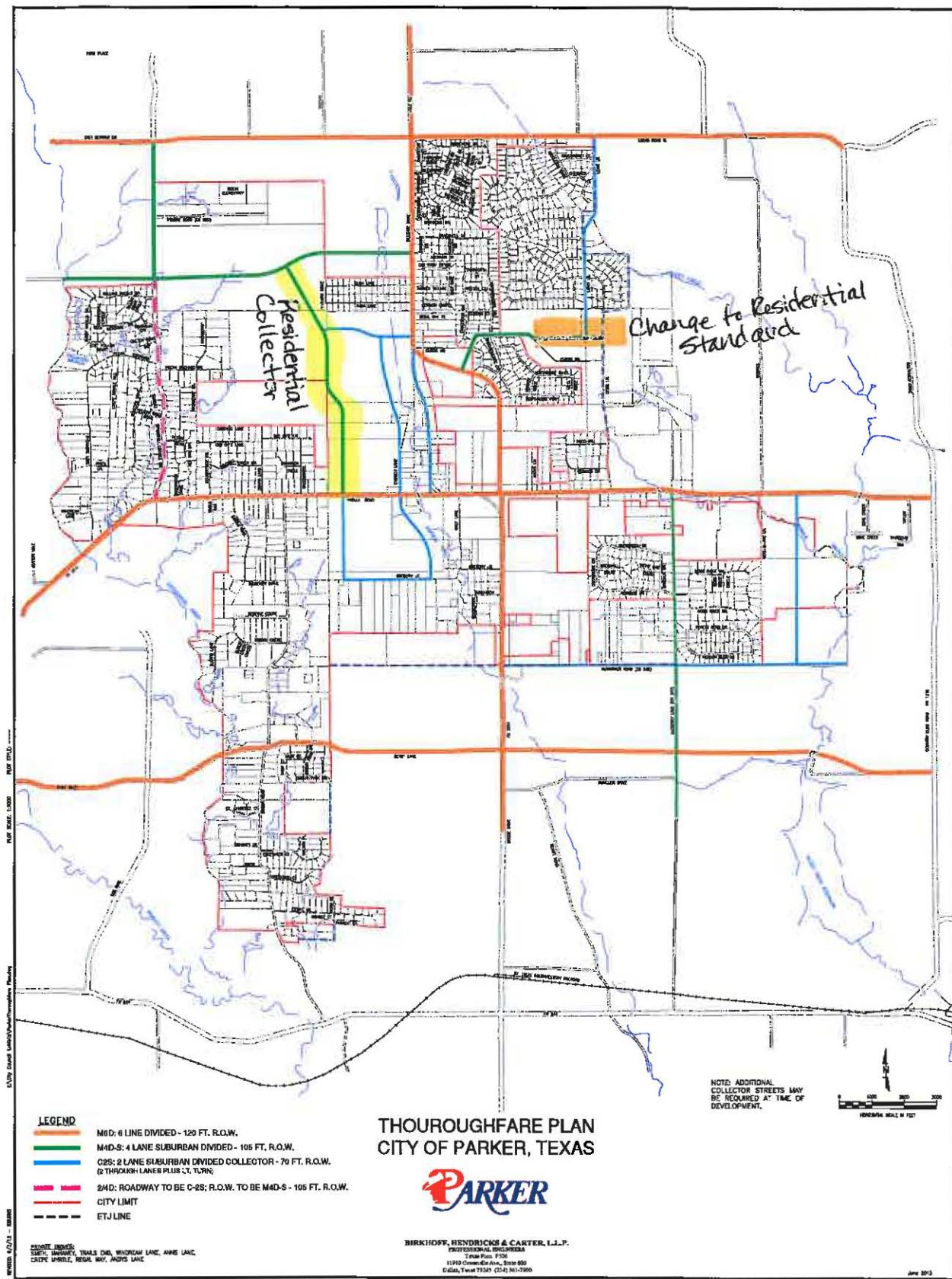


WATER DISTRIBUTION SYSTEM MASTER PLAN MAP

HOOTON, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS
Dela. Inc.
SEPTEMBER, 2008



P&Z 9/18/2014
Exhibit I



Warner Group, Inc.

4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

Telephone (214) 368-0238
Fax (214) 368-0812

P&Z 9/18/2014
Exhibit F

September 13, 2014

Mr. Jeff Flanigan
City of Parker
5700 East Parker Road
Parker, Texas 75002

Ref: City of Parker Thoroughfare Plan

Dear Jeff:

I am writing to provide public input on the proposed revisions to the Thoroughfare Plan. I will not be able to attend the Planning and Zoning Commission meeting on September 18, and request that this letter be entered into the public record and a copy provided to the P & Z.

One of our partnerships Geneva Partner, Ltd., owns property along the route of the N/S roadway that will extend northward from Parker Rd approximately .4 of a mile west of the Parker City Hall. The current plan calls for a 4 lane divided road but it is my understanding that traffic projections based on future land use provide absolutely no justification for that width of road. We encourage and support the City in utilizing this information to establish a road section more appropriate for the projected traffic forecasts which would include a reduced road section width, as well as a reduced Right of Way width.

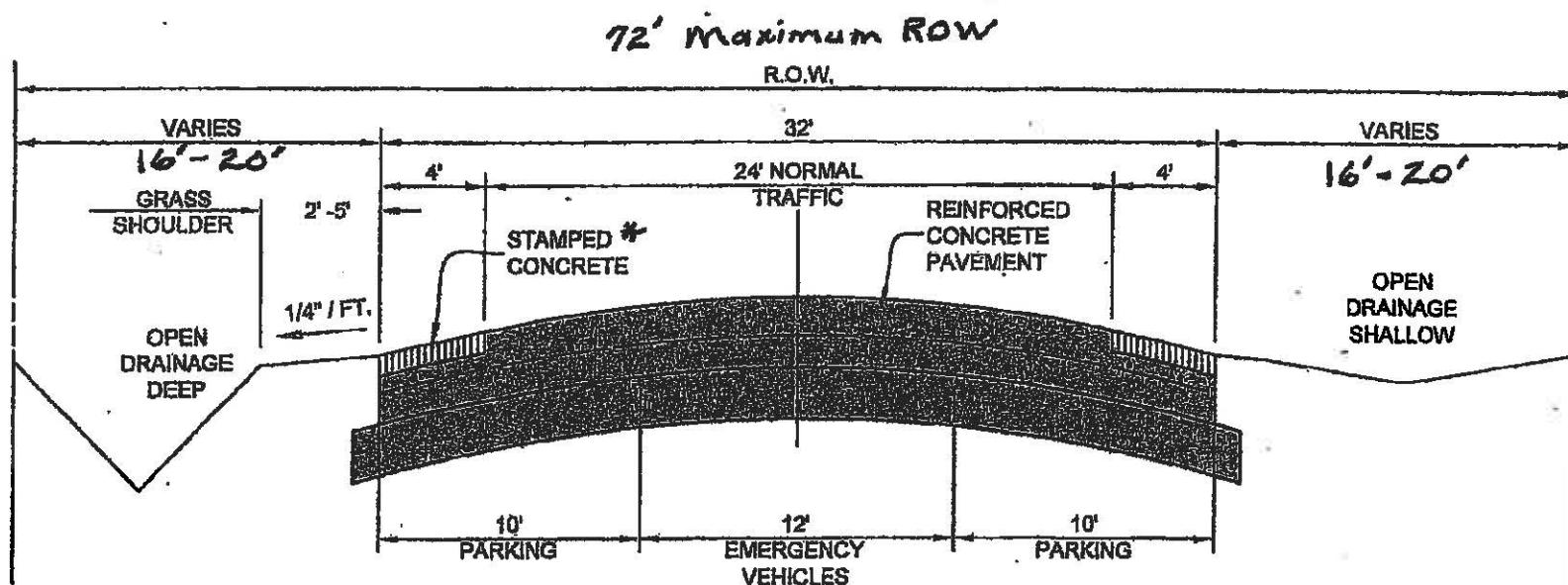
We have reviewed the attached cross section of a Residential Collector and believe the reduced paved section and ROW will be a good alternative to the existing plan. We have added some dimensions that provide a suggestion for the ROW width. Additionally, we are not in favor of stamped concrete along the outer 4 ft of paving on each side. We believe this would be extremely expensive and cost prohibitive. A more economical method of separating the 24 ft Normal Traffic lanes would be striping or intermittent small buttons on the pavement.

We appreciate the opportunity to provide input on this issue.

Sincerely,



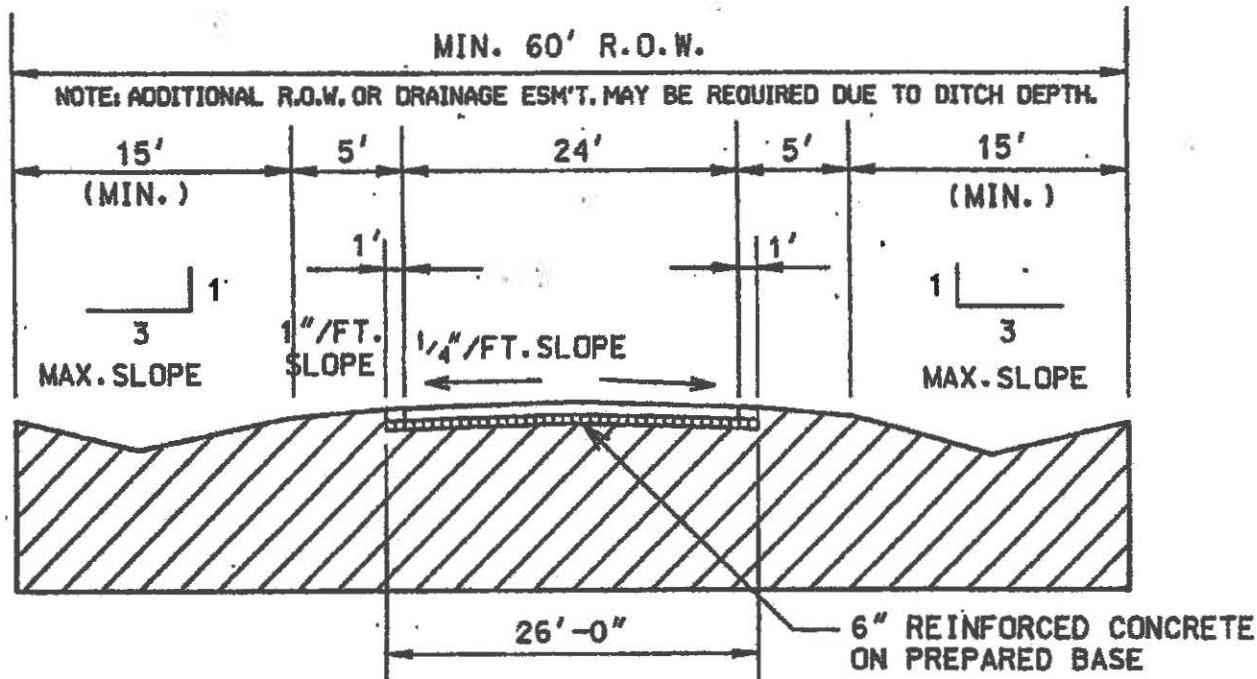
Stephen L. Sallman
President



PROPOSED RESIDENTIAL

**Utilize striping or small buttons on concrete*

Ex. F2



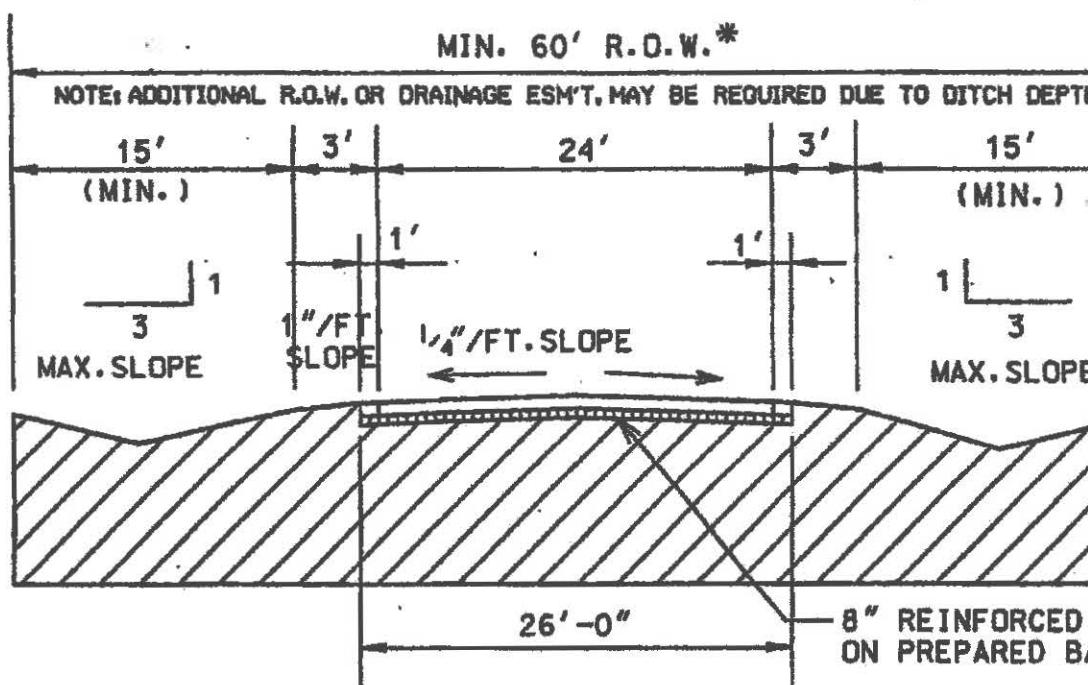
Attachment No.1 - Estate Residential (Concrete) street

Standard Cross Section

PAVEMENT		BASE AND SUBGRADE	
WIDTH OF CONCRETE ROADWAY	24 FEET	WIDTH OF BASE	26 FEET
THICKNESS OF CONCRETE	6 INCHES	THICKNESS OF BASE	6 INCHES
STRENGTH OF CONCRETE	3000 PSI/28 DAYS	COMPACTION OF SUBGRADE	95% TxDOT, TEX-113
REINFORCEMENT	BILLET STEEL GRADE 40 #3 BARS @ 18" C-C	TYPE OF BASE	LIME TREATED BASE, 6% BY WEIGHT (271bs/s.y.)
GRADE	0.3% MINIMUM 0.5% DESIRED FOR DITCHES		
SURFACE	BELT FINISHED		

Refer to the North Central Texas Council of Governments for Construction Specifications.

7-19-2000

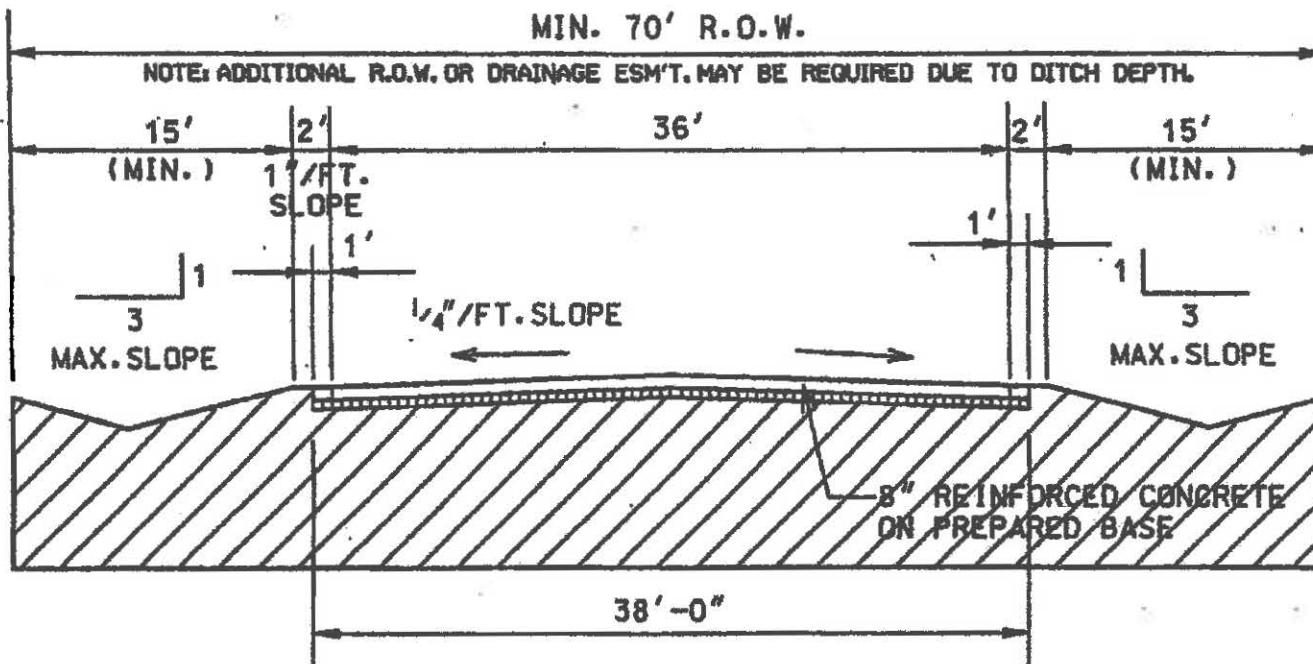


* NOTE: 12 FEET OF ADDITIONAL R.O.W. AND PAVEMENT WIDTH MAY BE REQUIRED AT STREET INTERSECTIONS FOR LEFT TURNS LANES

Attachment No.3 - Estate Collector (Concrete) Street
Standard Cross Section

PAVEMENT		BASE	
WIDTH OF CONCRETE ROADWAY	24 FEET	WIDTH OF BASE	26 FEET
THICKNESS OF CONCRETE	8 INCHES	THICKNESS OF BASE	8 INCHES
STRENGTH OF CONCRETE	3000PSI/28 DAYS	COMPACTION OF SUBGRADE	95% TxDOT, TEX-113
REINFORCEMENT	BILLET STEEL GRADE 40, #3 BARS @ 18" C-C	TYPE OF BASE	LIME TREATED
GRADE	0.3% MINIMUM 0.5% DESIRED FOR DITCHES		BASE. 6% BY WEIGHT (36 lbs/s.y.)
SURFACE	BELT FINISHED		

Refer to the North Central Texas Council of Governments for Construction Specifications.



Attachment No.4 - Suburban Collector (Concrete) Street
Standard Cross Section

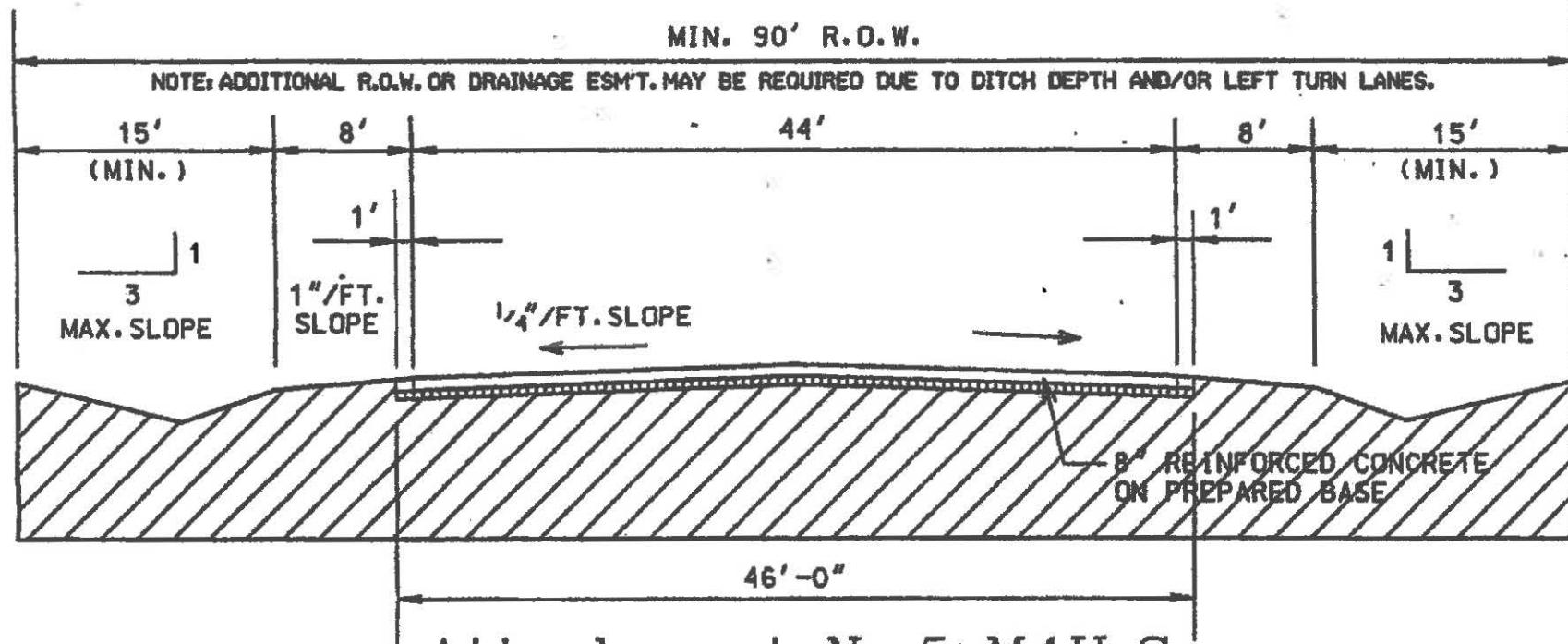
PAVEMENT		BASE	
WIDTH OF CONCRETE ROADWAY	36 FEET	WIDTH OF BASE	38 FEET
THICKNESS OF CONCRETE	8 INCHES	THICKNESS OF BASE	8 INCHES
STRENGHT OF CONCRETE	3000PSI/28 DAYS	COMPACTIION OF BASE	95% TxDOT, TEX-113
REINFORCEMENT	BILLET STEEL GRADE 40. #3BARS @18" C-C	TYPE OF BASE	LIME TREATED
GRADE	0.3% MINIMUM 0.5% DESIRED FOR DITCHES		BASE . 6% BY WEIGHT (36lbs/s.y)
SURFACE	BELT FINISHED		

Refer to the North Central Texas Council of Governments for Construction Specifications.

6-1-00

Dir:parker/File:street/sub-co2.dgn

EX-G3
C-100-101



Attachment No.5: M4U-S
(Suburban Undivided 4 Lane Throughfare

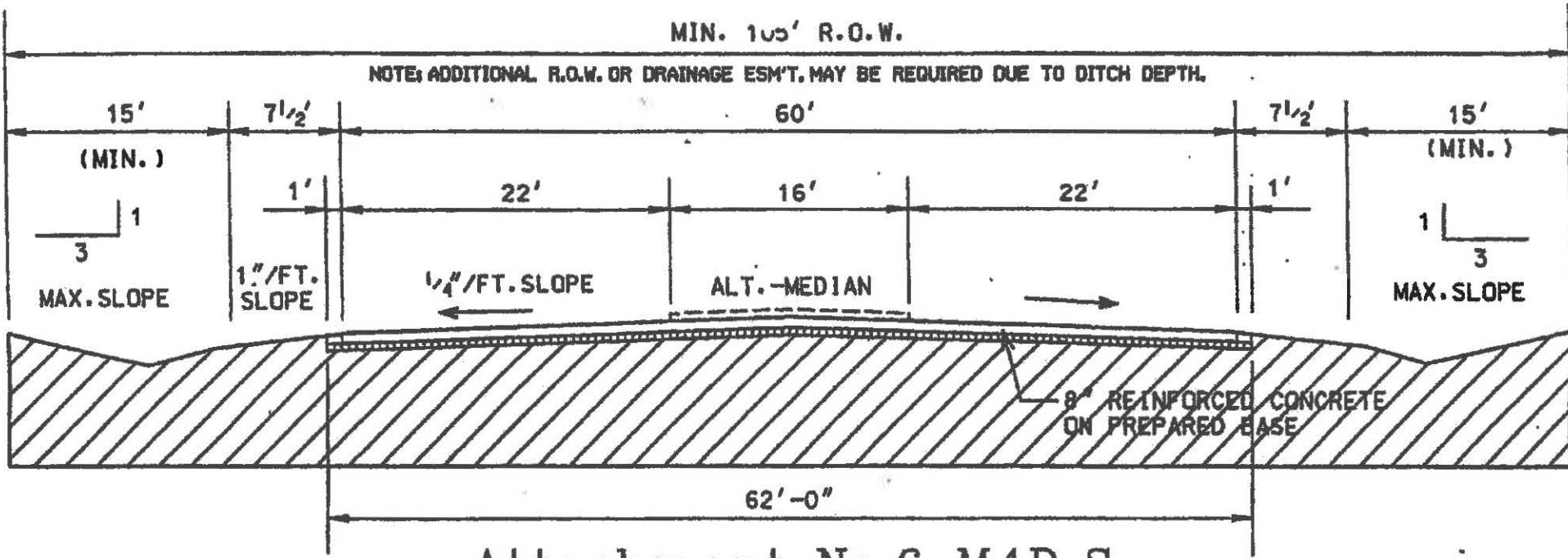
Standard Cross Section

PAVEMENT		BASE	
WIDTH OF CONCRETE ROADWAY	44 FEET	WIDTH OF BASE	46 FEET
THICKNESS OF CONCRETE	8 INCHES	THICKNESS OF BASE	8 INCHES
STRENGHT OF CONCRETE	3000PSI/28 DAYS	COMPACTION OF BASE	95% TxDOT. TEX-113
REINFORCEMENT	BILLET STEEL GRADE 40, #3BARS @18" C-C	TYPE OF BASE	LIME TREATED
GRADE	0.3% MINIMUM 0.5% DESIRED FOR DITCHES		BASE, 6% BY WEIGHT (36lbs/s.y)
SURFACE	BELT FINISHED		

Refer to the North Central Texas Council of Governments for Construction Specifications.

6-1-00

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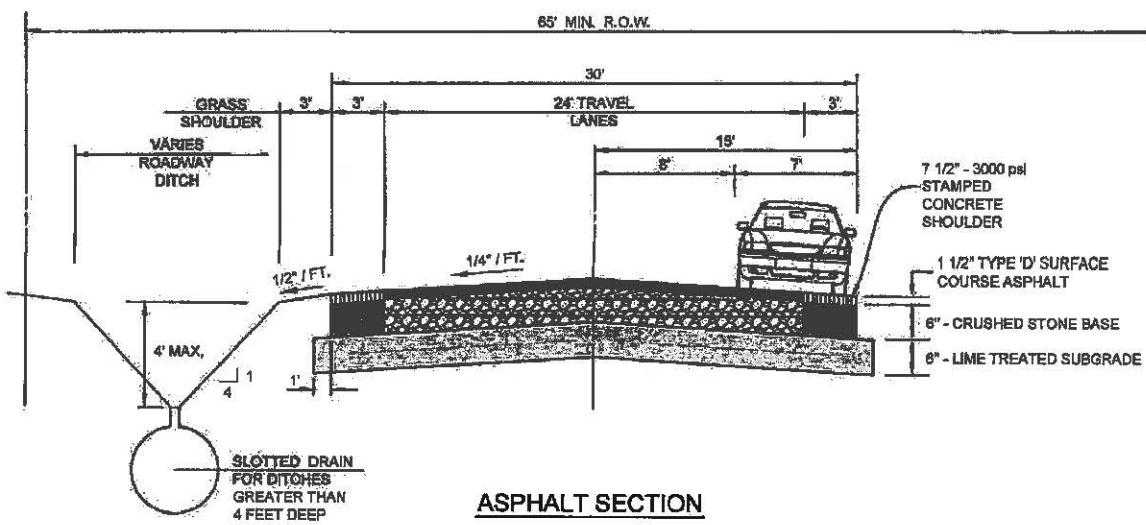
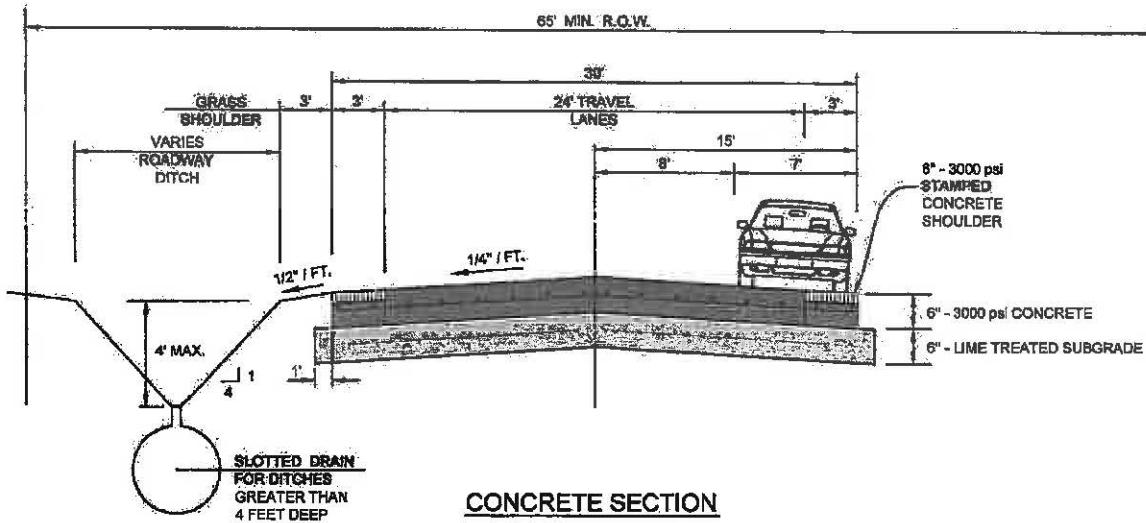


Attachment No.6 M4D-S
(Suburban Divided 4 Lane Throughfare)

Standard Cross Section

PAVEMENT		BASE	
WIDTH OF CONCRETE ROADWAY	60 FEET	WIDTH OF BASE	62 FEET
THICKNESS OF CONCRETE	8 INCHES	THICKNESS OF BASE	8 INCHES
STRENGHT OF CONCRETE	3000PSI/28 DAYS	COMPACTION OF BASE	95% TxDOT, TEX-113
REINFORCEMENT	BILLET STEEL GRADE 40, #3 BARS #18" C-C	TYPE OF BASE	LIME TREATED BASE, 6% BY WEIGHT (36 lbs/s.y)
GRADE	0.3% MINIMUM 0.5% DESIRED FOR DITCHES		
SURFACE	BELT FINISHED		

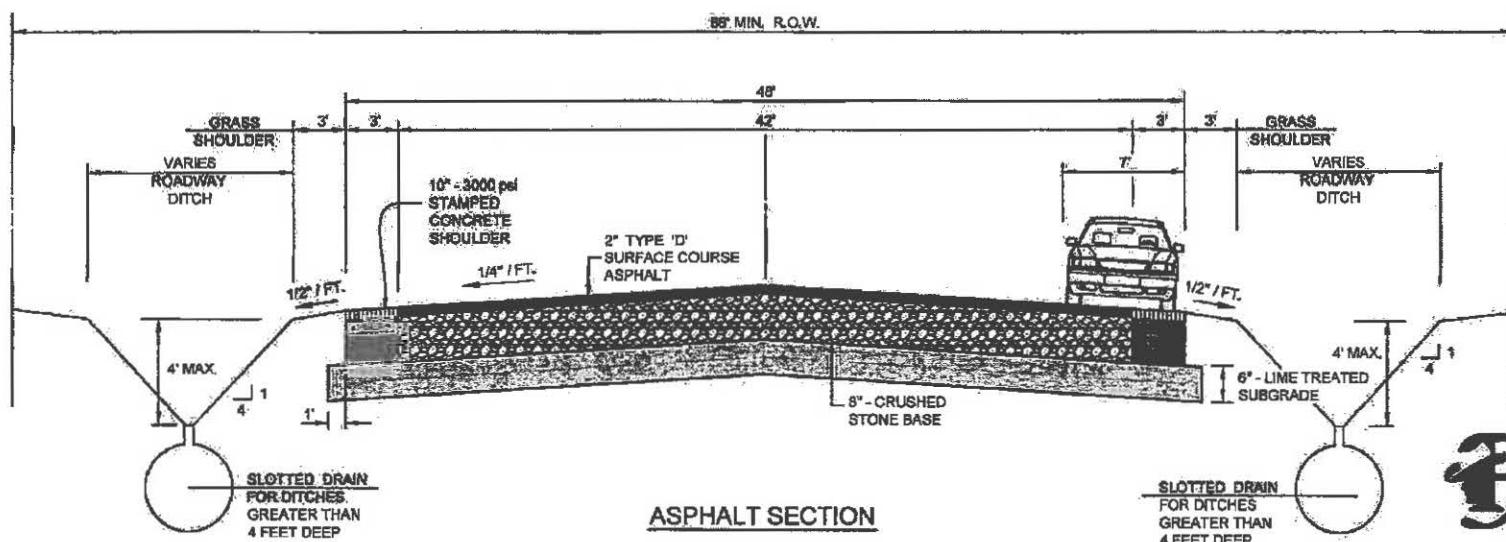
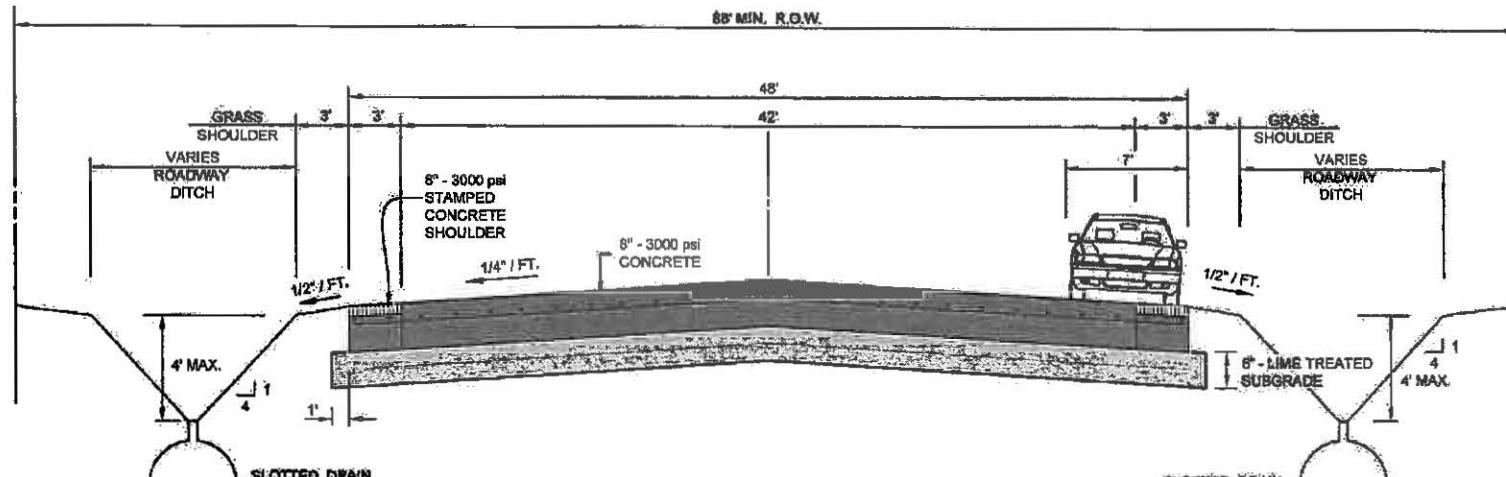
Refer to the North Central Texas Council of Governments for Construction Specifications.



RESIDENTIAL STREET

PARKER
CITY OF

Exhibit H2
11/18/2014

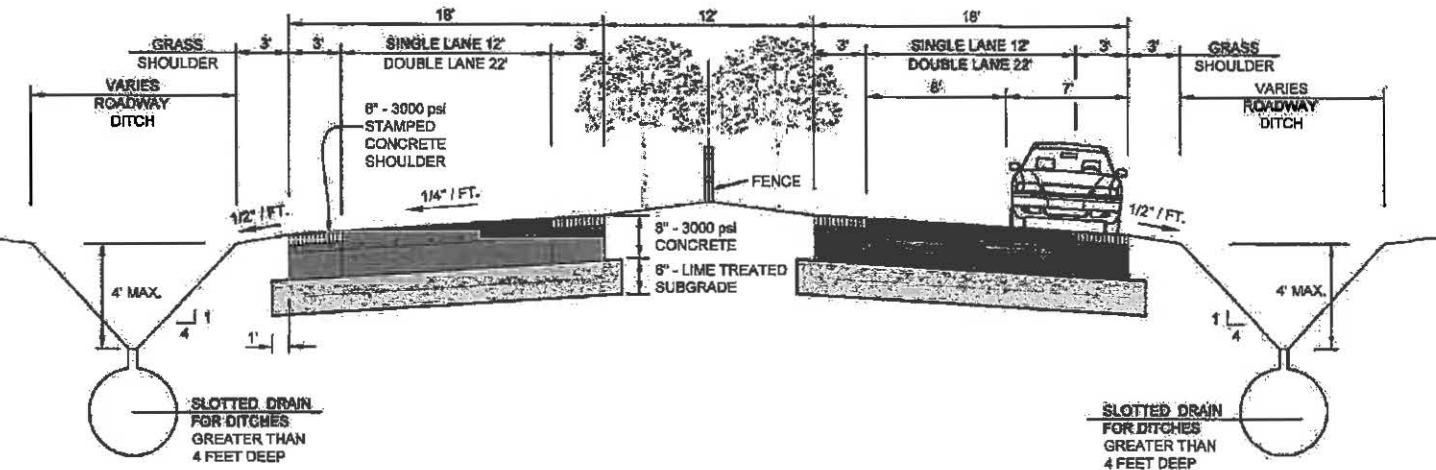


ASPHALT SECTION
SUBURBAN COLLECTOR

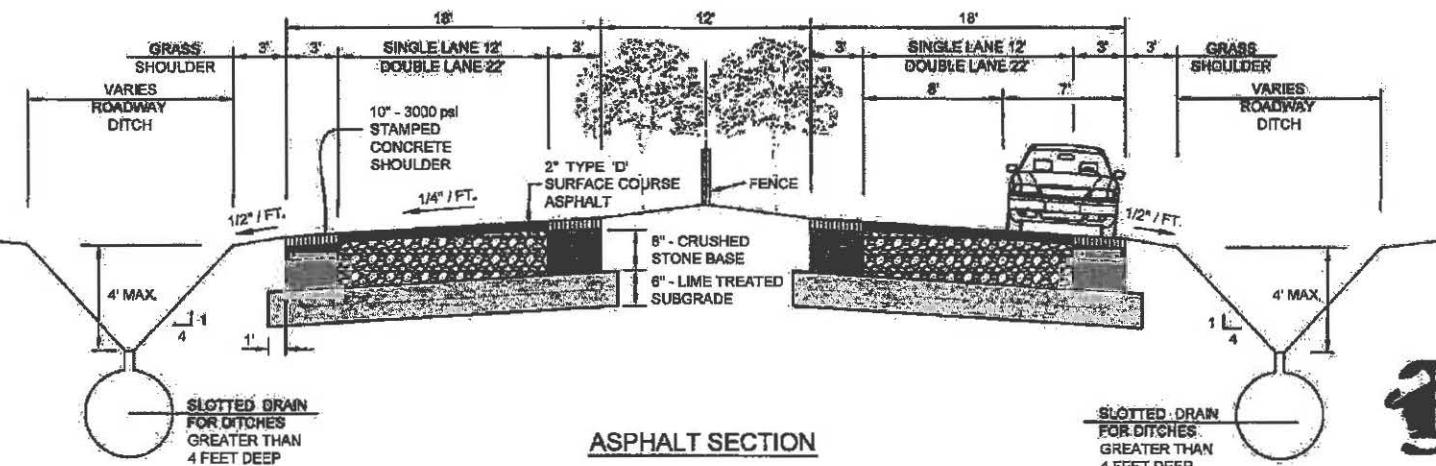


10,000 VPD +

86' MIN. R.O.W.



86' MIN. R.O.W.



ASPHALT SECTION

SUBURBAN COLLECTOR DIVIDED

CITY OF **PARKER**

15,000 VPD +

Meeting Date: October 9, 2014

Agenda Subject:

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT
FOR KINGS CROSSING PHASE 2.

Exhibits:

Proposed Preliminary Plat
City Engineer Review Letter
Development Agreement Resolution 2007-170

Summary:

Possible action:

APPROVE
AMEND
TABLE
DENY

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

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

September 19, 2014

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

Re: Kings Crossing Phase 2 – Second Review

Dear Mr. Flanigan:

As requested, we have reviewed the Final Plat and Engineering Plans for the Kings Crossing Phase 1, dated September 10, 2014. We received these plans via courier from Tipton Engineering on September 11, 2014.

Our review of the Final Plat and Engineering Plans is for general compliance with the City of Parker's development requirements and good engineering practice, and does not relieve the engineer of record of his responsibilities under the Texas Engineering Practice Act and Texas Surveyor's Act. Listed below are the comments regarding the enclosed plans:

Preliminary Plat Comments

1. Floodplain note shall include the map number and date.
2. Only 1 point of access from an improved public roadway is provided for this development. City Ordinance requires 2 points of access be provided. Response letter provided states that the developer will request a variance.
3. Appears that temporary turn-around (cul-de-sacs) are shown at the end of each dead end road. Easements for such shall be shown on the plat.

Paving Plan and Profile Comments

4. 2-feet freeboard is required above the 100-year water surface elevation (WSEL) in the drainage channels. Clearly show the water surface elevation on the plans. The response letter provided states that 2-feet of freeboard is provided between the WSEL and the finished pad of the house, however it shall be clearly shown on the plans that the 100-year even is contained within the channel with freeboard.
5. Maximum length cul-de-sac is 600-feet. Response letter provided by the developer states that the PD Ordinance allows cul-de-sac lengths of 1,500 feet. City to verify.

6. The plan set shall be based on an established permanent benchmark.

Drainage Area Map and Storm Drain Plan Comments

7. The storm drainage plan is incomplete. An off-site drainage channel is shown, but extends only to an existing channel on an adjacent tract of land. The proposed development with this plan set is concentrating a point discharge into the existing channel. Provide capacity calculations, cross sections, and adequate easements.
8. Ditch F is located within the ROW dedication.
9. Drainage basins are shown for the areas of future development on the western side of the proposed lots. However, the storm drainage flow from this area is not accounted for in the driveway culverts.
10. Drainage basin L is not shown correctly. It appears that a ridge line is approximately in the middle of this basin. A portion of the basin will be conveyed south into the channels of the developed lots and shall be accounted for in the storm calculations.
11. Ditch A as well as the drainage channel in front of Lots 1-4 Block A do not drain to anywhere.
12. Provide storm pipe calculations and call outs on the plans for the proposed pipes.

Utility Plan Comments

13. Dead end water lines are not allowed. Response letter provided states that the developer will request a variance.
14. Manholes shall be placed at the PC, PT and every 300-feet along a curve.
15. Written release is required from existing easement holders prior to construction.
16. Show utility crossings in the profile.
17. Velocities shown on the profile shall be full flow.

Grading Plan Comments

18. Show off-site contours and how the proposed site ties in.
19. Large drop off is shown between lots 2 and 3 of Block B.

Details Comments

20. Minimum concrete strength is 3,600 psi.
21. Max side slope of channel is 4:1.
22. Bag wall detail has been removed but notes for bag wall construction remain. Clarify on plans where the bag wall will be used.

Mr. Jeff Flanigan
City of Parker
September 19, 2014
Page 3 of 3

23. Embedment shall extend 12-inches under the pipes.
24. Valve stack shall be steel or cast iron. PVC valve stack not allowed.
25. Manhole details do not comply with TCEQ regulations.

The plans provided for our review have been marked-up to represent the comments above and are attached 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



20070925001231830 09/25/2007 04:16:27 PM RL 1/31

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.



APPROVED:


Jerry Turtaglino, Mayor

ATTEST:



Carrie L. Smith, City Secretary

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

- n. Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.
- o. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.
- p. Authority. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

6.7 Governmental Powers; Waivers of Immunity – By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

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

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

EXECUTED as of the date first above written.

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

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

By: Walter G. Bedell
Walter G. Bedell

Its: President

Date: 9-4-07

LEWIS BEND PARTNERS, LTD.,

a Texas limited partnership

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

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

A Texas limited liability company,

General Partner

By: Stephen L. Sallman, Mgr.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

WARNER CAPITAL, LLC,
a Texas limited liability company

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

Date: 9/6/07



CITY OF PARKER, TEXAS

By:

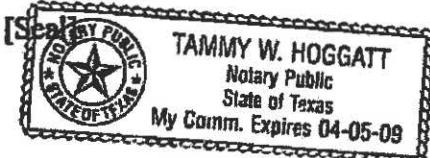
Jerry Tartaglino
Jerry Tartaglino, Mayor

Date:

September 11, 2007

STATE OF TEXAS)
COUNTY OF Beth)

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



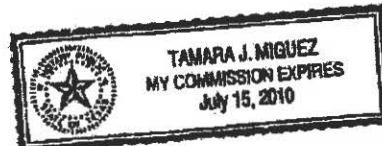
Tammy W. Hoggatt
Notary Public—State of Texas

STATE OF TEXAS)
COUNTY OF Dallas)

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

[Seal]

Tamara Miguez
Notary Public—State of Texas

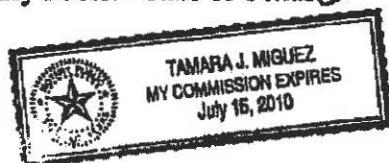


STATE OF TEXAS)
COUNTY OF Dallas)

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

[Seal]

Tamara Miguez
Notary Public—State of Texas



STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

[Seal]



Carrie Lynn Smith
Notary Public—State of Texas

EXHIBIT "A"

Legal Description

EXHIBIT "A"

TRACT 1, 2, 3 & 5

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"- CONTINUED

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

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

THENCE North 00 degrees 24 minutes 46 seconds West, along the East lines of said Parker Lake Estates, Phase 3-B, and Parker Lake Estates, Phase 2, a distance of 2,461.83 feet to the POINT OF BEGINNING and containing 15.561,230 square feet, or 357.237 acres of land, more or less.

AND

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

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

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

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

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

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

EXHIBIT "A" - CONTINUED

TRACT 4

4856sur

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

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

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

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

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

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

EXHIBIT "A" - CONTINUED

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

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

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

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

EXHIBIT "B"

Conceptual Plan

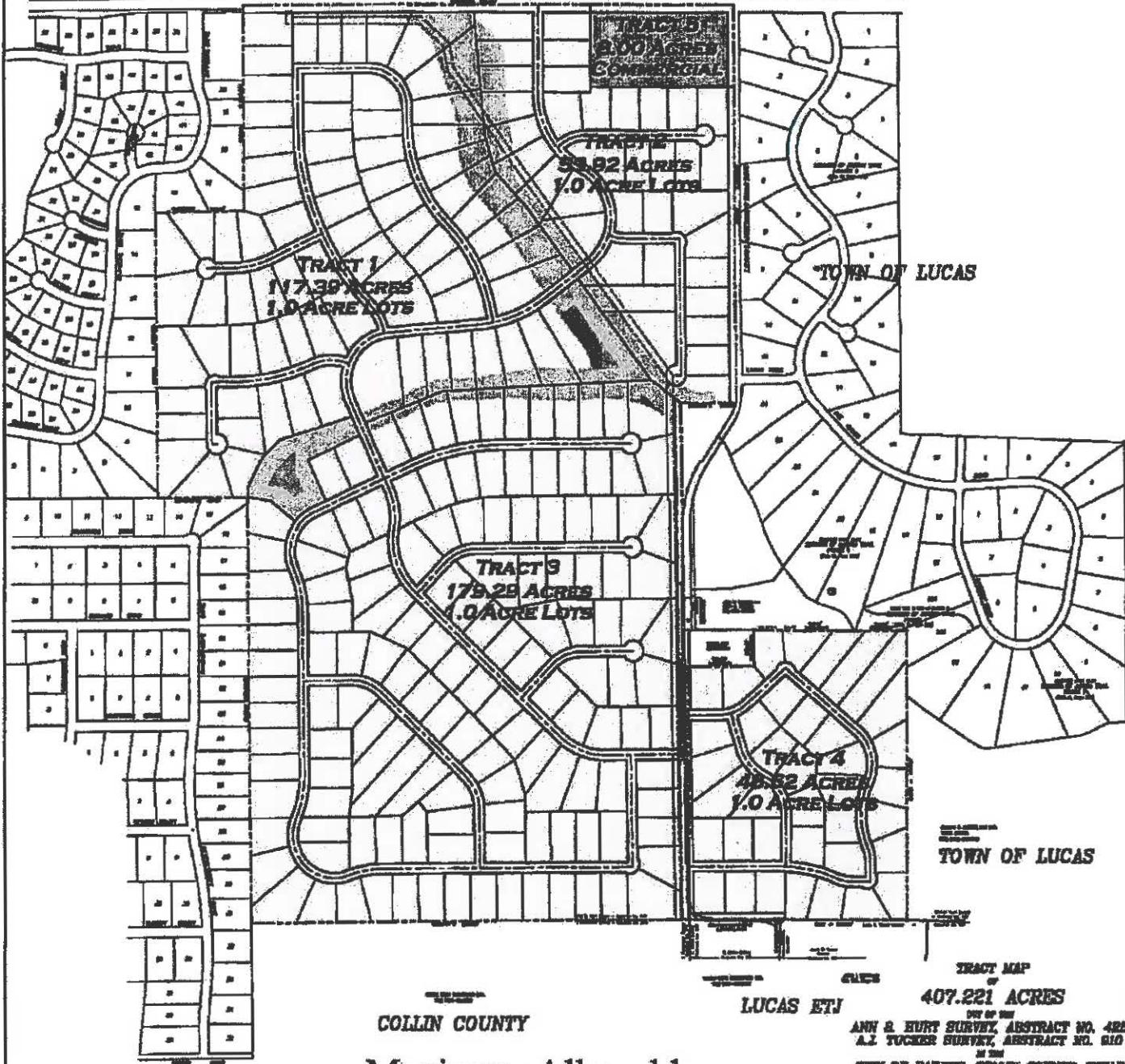
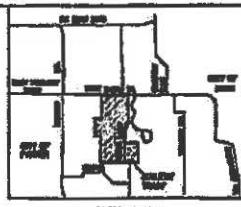
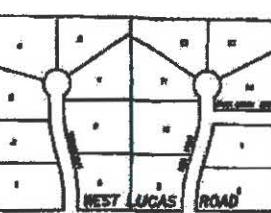
Concept Plan



300 150 0 300
SCALE 1" = 300'

TOWN OF LUCAS

WEST LUCAS ROAD



COLLIN COUNTY

LUCAS ETV

TRACT MAP

407.221 ACRES

BY THE
ANN B. HURT SURVEY, ABSTRACT NO. 429
A.J. TUCKER SURVEY, ABSTRACT NO. 610

IN THE
CITY OF PARKER, COLLIN COUNTY, TEXAS

PLAT FLOOR - 2000 EASY

1/4" = 300'

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

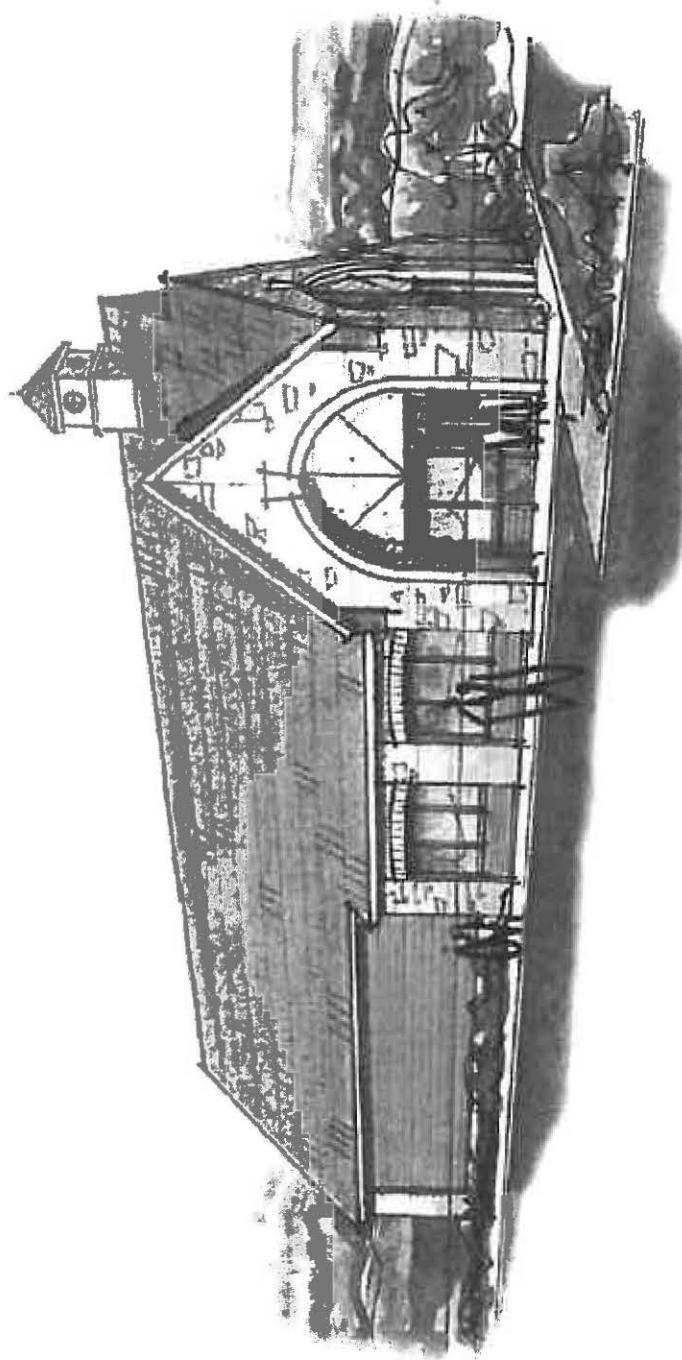
- lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).
- Tracts 1 and 4 – Min. 3,000 square feet (air conditioned space) on all lots.
- Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must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

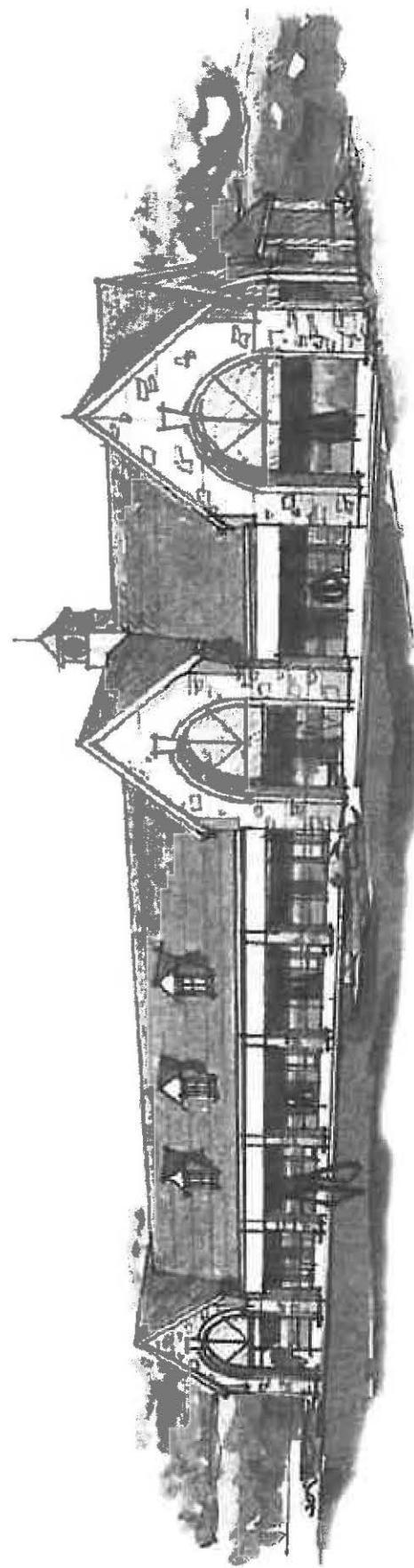
Elevation Examples

Dallas_149094759

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
09/26/2007 04:16:27 PM
\$136.00 DLAIRD
20070925001331830



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

DEVELOPMENT AGREEMENT AMENDMENT #1

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

I. **RECITALS**

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

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

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

"The maximum total reimbursement paid to the Developer for the combined reimbursement costs of the water system and sanitary sewer expansion shall not exceed the actual approved costs for those projects, and in no event shall exceed the sum of \$689,200.00."
2. Section 5 of the Agreement is hereby amended by adding the following new paragraph 5.3:

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

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

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

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

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

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

(Signature page follows)

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

“BEDELL”

BEDELL FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: Bedell Investments, Inc.,
Its Managing Partner

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

Date: 11-18-13

“DEVELOPER”

LEWIS BEND PARTNERS, LTD.,
a Texas limited partnership

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

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

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

Date: 11/4/13

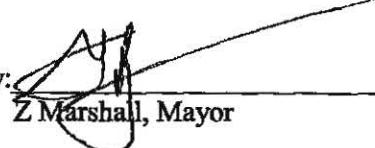
WARNER CAPITAL, LLC,
a Texas limited liability company

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

Date: 11/4/13



“City”
City of Parker, Texas

By: 
Z Marshall, Mayor

Date: November 22, 2013

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

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Steve Sallman led the pledge.

TEXAS PLEDGE: Stacy Patrick led the pledge.

PUBLIC COMMENTS

The City Council invites any person with business before the Council to speak to the Council. No formal action will be taken on these items at this meeting. Please keep comments to 3 minutes.

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

INDIVIDUAL CONSIDERATION ITEMS

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

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

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

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

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

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

MINUTES
CITY COUNCIL MEETING
June 18, 2013

CALL TO ORDER – Roll Call and Determination of a Quorum

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

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

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

EXECUTIVE SESSION

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

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

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

2. RECONVENE REGULAR MEETING.

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

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

