



## AGENDA

### PLANNING AND ZONING MARCH 12, 2015 @ 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, March 12, 2015 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 FEBRUARY 12, 2015.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT FOR SOUTHRIDGE ESTATES PHASE 3; BEING 50± ACRES GENERALLY LOCATED SOUTHWEST OF CURTIS LANE AND LEWIS LANE.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT FOR THE RESERVE AT SOUTHRIDGE ESTATES; BEING 50.966 ACRES IN THE MARTIN HEARNE SURVEY, ABSTRACT 425; GENERALLY LOCATED SOUTHEAST QUADRANT OF DILLEHAY AT CURTIS LANE.

#### **ROUTINE ITEMS**

4. FUTURE AGENDA ITEMS
  - a) Parker Ranch Phases 2 & 3
5. 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 March 9, 2015 by 5:00 p.m. at the Parker City Hall.

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Date Notice Removed

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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  
February 12, 2015

**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 7:03 P.M.

**Commissioners Present:**

Chairperson Wright  
 Commissioner Sutaria  
 Commissioner Stanislav

Commissioner Raney  
 Commissioner Lozano

Alternate Jeang  
Alternate Leamy

Alternate Cassavechia

**Staff/Others Present**

City Administrator Flanigan  
 Developer Steve Sallman

City Secretary Smith

**PLEDGE OF ALLEGIANCE**

The pledges were recited.

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

No comments.

**INDIVIDUAL CONSIDERATION ITEMS**

**1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR JANUARY 22, 2015.**

**MOTION:** Commissioner Lozano moved to approve the minutes. Commissioner Stanislav seconded with Commissioners Raney, Lozano, Sutaria and Stanislav voting for. Wright abstained. Motion carried 4-0.

2. PUBLIC HEARING, CONSIDERATION AND/OR AN APPROPRIATE ACTION ON A ZONING CHANGE REQUESTED BY WARNER LAND ADVISORS, L.P. FOR RE-ZONING APPROXIMATELY 322.34 ACRES OF LAND LOCATED IN THE G.W. GUNNELL SURVEY, ABSTRACT NO. 350, AND THE THOMAS ESTES SURVEY, ABSTRACT NO. 298, COLLIN COUNTY, TEXAS FROM SINGLE-FAMILY AND AGRICULTURAL-OPENSPACE TO SINGLE-FAMILY TRANSITIONAL WITH SPECIAL CONDITIONS. THE PROPERTY IS GENERALLY LOCATED AT THE WEST SIDE OF DILLEHAY/FM 2551 AND SOUTH OF KARA LANE AND NORTH OF E. PARKER ROAD. PRELIMINARY NAME DONIHOO FARMS.

Steve Sallman, President of Warner Group, reviewed his residential development concept plan. The master plan includes 453 acres on two tracts of land with 131 acres in the City's extraterritorial jurisdiction (ETJ). He is proposing a development with mixed lot sizes, single family transitional zoning with special conditions and a development agreement for property located in the City's ETJ. (See Exhibit A)

Chairperson Wright opened the public hearing at 7:50 p.m.

The following residents spoke in opposition to the requested SFT zoning:

- Jeff Harrison, 4400 Pecan Orchard Drive
- Andy Piziali, 6616 Estados Drive
- Michael Black, 4609 Hackberry Lane
- Karen Pritzken, 4706 Pecan Orchard
- John Barber, 4905 Hackberry Lane
- Cindy Meyer, 6618 Estados Drive
- Stephanie Casson, 1807 Dublin Road
- Richard Lavendar, 680 Overbrook Drive
- Patti Cordina, 4302 Boulder Drive
- Richard Coker, 4006 Lost Hollow Court
- George Bednarz, 4607 Springhill Estates Drive

Hugh Lewis, 3910 Bois D'Arc spoke in favor of working with Developer Steve Sallman to develop a quality subdivision that would benefit Parker.

Chairperson Wright closed the public hearing at 8:59 p.m.

MOTION: Commissioner Raney moved to recommend denial of the requested zoning change to City Council. Commissioner Lozano seconded with Commissioners Raney, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

### **ROUTINE ITEMS**

3. FUTURE AGENDA ITEMS

- a) Southridge Estate Phase 3 - Preliminary Plat
- b) Parker Ranch Phases 2 & 3
- c) Reserve at Southridge Estates

4. ADJOURN

Chairperson Wright adjourned the meeting at 9:17 p.m.

Minutes Approved on \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Chairman Russell Wright

Attest:

Commission Secretary Stanislav

Prepared by City Secretary Carrie L. Smith

*Exhibits*

*A*



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

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JOHN W. BIRKHOFF, P.E.  
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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.

March 2, 2015

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

Re: Southridge Estates Addition – Phase 3

Dear Mr. Flanigan:

As requested, we have reviewed the Preliminary Plat and Engineering Plans for the Southridge Addition Phase 3, dated February 2015. We received these plans from Petit Barraza on February 20, 2015.

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, 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. Written release required from all existing easement holders prior to construction.
2. Provide written approval from Collin County to abandon the ROW shown.

**Grading Plan Comments**

3. The grading plans for the drainage channel along the northern property line do not match the proposed contours shown on the ditch plans. Adequate free board must also be provided throughout the channel.
4. Provide easements where grading off-site.

**Paving Plan Comments**

5. Provide the geotechnical report. The paving notes provide the concrete strength, rebar spacing and subgrade preparation notes. The paving section detail calls for the same but with the added note "except within rock". The specific section for this site shall be designed and not be a general design to be determined in the field.

Mr. Jeff Flanigan  
City of Parker  
March 2, 2015  
Page 2 of 2

### Water Plan Comments

6. Embedment shall be City standard. Provide a detail.
7. Extend the water line to the north along Lewis Lane and stub at the property line.

## **Drainage Area Map & Plan Comments**

8. The existing drainage channel along the southern property line has been previously discussed, and concern raised if adequate capacity exists within the channel. The plans do not show the drainage area for the channel nor if the channel has adequate capacity. Two sets of existing contours are shown and it is unclear what is being proposed for this development and if the drainage structures herein are adequately designed. Furthermore, the same conflicting contours are shown on the channel off-site to the west giving the appearance that off-site drainage improvements are proposed on the western portion of the site.

The plans shall clearly show the existing, and any proposed, storm water to the on-site channel. The plans shall also show the grading of the channel along with cross-sections indicating the depth of flow and adequate free board provided.

9. The drainage channel along Curtis Lane shall be graded out throughout the project. As shown, only the center line of the channels is on the plans. It is unclear how the channel will be graded, if there is enough room and/or adequate depth, and where it will be located relative to the roadway.
10. Provide a drainage easement downstream to the receiving waters as the discharge from this site is being increased to the downstream property.

### Details Comments

11. Valve stack shall be steel or cast iron. PVC valve stack not allowed.

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

CALLED 49.35 ACRES  
YOUNG DEAN HOMESTEAD, LTD.  
TRACT C  
VOL. 5167, PG. 3443

N89°27'11"E

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## ERIN LANE

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**COUNTY ROAD 252 (CURTIS ROAD)**  
(UNDEDICATED PUBLIC ROAD AT THIS POINT)

"PH" NAILS FND. (WEAR)  
301°18'44"E 4.51' AS  
11.74' FROM 1/2" RR)

CALLED 19.753 ACRES  
HAMA CAPITAL INVESTMENT, LLC  
DOC. NO. 20100901000917490  
D.R.C.C.T.

30' UTILITY EASEMENT  
CITY OF PARKER  
INST. #200705180006788  
D.R.C.T.

#### **NORTHRIDGE PARKWAY**

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS, HAYNES DEVELOPMENT COMPANY, IS THE OWNER OF A TRACT OF LAND SITUATED IN THE GEORGE W. EASTES SURVEY, ABSTRACT NO. 300, AND THE SURRY E. DONALDSON SURVEY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CHEN AND WANG PARKER CITY JOINT VENTURE RECORDED IN DOCUMENT NO. 97-0014688, OF THE DEED SUBJECT PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND, SAID IRON ROD BEING LOCATED IN THE APPROXIMATE CENTER OF COUNTY ROAD 254 (LEWIS LANE - UNDEDICATED AT THIS POINT), AND ALSO SAID CHEN AND WANG PARKER CITY JOINT VENTURE TRACT, THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO JAVID JABBARNEZHAD RECORDED IN VOL 1 NORTHWEST CORNER OF A RIGHT-OF-WAY DEDICATION BY PLAT FOR LEWIS LANE AND SHEPHERDS CREEK DRIVE ACCORDING TO PLAT RECORDED IN CABINET L, PAGE 242, OF THE PLAT RECORDED IN VOL 1

THENCE SOUTH 89°42'35" WEST, WITH THE SOUTH LINE OF SAID CHEN AND WANG PARKER CITY JOINT VENTURE TRACT, A DISTANCE OF 660.09 FEET TO A 5/8 INCH IRON ROD WITH CAP 1 SAID IRON ROD BEING LOCATED ON THE EAST LINE OF SOUTHRIDGE ESTATES ADDITION PHASE 2, AN ADDITION TO THE CITY OF PARKER, TEXAS ACCORDING TO FINAL PLAT RECORDED IN VOL 1 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND BEARS SOUTH 01°16'44" EAST, A DISTANCE OF 8.83 FEET;

THENCE NORTH 01°16'44" WEST, WITH SAID EAST LINE OF SOUTHRIDGE ESTATES ADDITION PHASE 2, PASSING AT A DISTANCE OF 1086.29 FEET A 5/8 INCH IRON ROD WITH CAP MARKED 1 SOUTHERLY NORTHEAST CORNER OF SOUTHRIDGE ESTATES ADDITION PHASE 2, CONTINUING WITH THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO HAHA CAPITAL 201009010000917490, DRCCT, IN ALL, A DISTANCE OF 1349.90 FEET TO A "PK" NAIL IN ASPHALT FOUND FOR CORNER, SAID NAIL LOCATED ALONG COUNTY ROAD 252 (CURTIS ROAD - UND

THENCE SOUTH 89°26'42" WEST, WITH A NORTH LINE OF SAID HAHA CAPITAL INVESTMENT, LLC TRACT, A SOUTH LINE OF THE AFOREMENTIONED CHEN AND WANG PARKER CITY JOINT VENTURE 252 (CURTIS ROAD), A DISTANCE OF 773.64 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, FROM WHICH A 5/8 INCH CAPPED IRON ROD FOUND BEARS SOUTH 47°21'52" EAST, A D

THENCE NORTH 45°33'20" WEST, WITH A NORTHEAST LINE OF THE HAHA CAPITAL INVESTMENT, LLC TRACT, A SOUTHWEST LINE OF SAID CHEN AND WANG PARKER CITY JOINT VENTURE TRACT (CURTIS ROAD), A DISTANCE OF 973.62 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 89°27'11" EAST, WITH THE NORTH LINE OF THE CHEN AND WANG PARKER CITY JOINT VENTURE TRACT, AND THE SOUTH LINE OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN DEAN HOMESTEAD, LTD. RECORDED IN VOLUME 5167, PAGE 3443, DRCCT, PASSING AT A DISTANCE OF 46.31 FEET A 5/8 INCH IRON ROD FOUND, AND PASSING AT A DISTANCE OF 2165.1 IN ALL, A DISTANCE OF 2181.98 FEET TO A "PK" NAIL SET IN ASPHALT IN THE AFOREMENTIONED COUNTY ROAD 254 (LEWIS LANE), FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH

THENCE SOUTH 00°38'39" WEST, WITH SAID COUNTY ROAD 254 (LEWIS LANE), PASSING AT A DISTANCE OF 698.72 FEET A "PK" NAIL IN ASPHALT FOUND AT THE APPROXIMATE CENTERLINE LANE) AND THE AFOREMENTIONED COUNTY ROAD 252 (CURTIS ROAD), CONTINUING IN ALL, A DISTANCE OF 2041.42 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT, CONT. LAND.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT HAYNES DEVELOPMENT COMPANY, A TEXAS CORPORATION, THROUGH THE UNDERSIGNED AUTHORITIES, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PLAT ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE CITY OF PARKER, TEXAS, FOR PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN IN THE PLAT. THE CITY OF PARKER SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENTS STRIPS. THE CITY OF PARKER AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT TO MAINTAIN AND REPAIR THE SAID EASEMENTS STRIPS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS. THE PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF PARKER, TEXAS.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2015

HAYNES DEVELOPMENT COMPANY

BY: \_\_\_\_\_  
RON HAYNES

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED RON HAYNES, PRESIDENT OF HAYNES DEVELOPMENT COMPANY, AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE LAND DESCRIBED HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED OR FOUND UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE CITY OF PARKER SUBDIVISION REGULATIONS.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

JIMMIE D. NICHOLS  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

NOTES:

1. SELLING A PORTION OF TO FINES AND WITHHOLDING
2. BEARINGS SHOWN HEREIN SOUTHRIDGE ESTATES A THEREOF RECORDED AS
3. THE SUBJECT TRACT IS DATED JUNE 2, 2009. FLOODPLAIN."
4. 1" IRON RODS WILL BE CAPS MARKED "PETITT-

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED BRIAN R. WADE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: \_\_\_\_\_

CITY AP

APPROV  
CHAIRMAN

APPROV  
MAYOR

CITY EN

Source approved  
6/17/2014  
Filed 7/2/2014  
Southridge Add. Ph. 3  
(Haynes)

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and executed this 17th day of June, 2014 (the "Effective Date"), by and among the CITY OF PARKER, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City"), CHEN & WANG PARKER CITY JV, a Texas joint venture ("Property Owner") and PARKER 50.1 PARTNERS, LP, a Texas limited partnership ("Developer"). The City, the Property Owner and the Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, Property Owner is the owner of that certain approximate 50.104-acre tract of land located in the extraterritorial jurisdiction ("ETJ") of the City and being more particularly described on Exhibit A attached to this Agreement and made a part hereof (the "Property"), and

WHEREAS, Developer and Property Owner have entered into a Commercial Contract of Sale dated effective as of May 9, 2013, as the same has been and may hereafter be amended from time to time (the "Contract"), whereby Developer has agreed to purchase the Property from Property Owner, and on the Closing Date, Developer will assume all duties and obligations of Property Owner described in this Agreement, and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability regarding future development of the Property that can be provided by a development agreement for property that is currently located in the ETJ of the City, and

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

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements provided in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are here acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

"City Council" means the City Council of the City.

"Closing Date" means the date that Developer acquires title to the Property from Property Owner under the Contract.

"Development Plan" means the Development Plan attached hereto as Exhibit B which Development Plan includes the Development Standards included as a part of the Development Plan.

"Lender" means a person or entity that receives a collateral assignment, pledge, security interest, lien or other encumbrance of or in all or any part of the Property or in Developer's

Agreement shall be interpreted to require the City to approve zoning of any portion of the Property.

6. **TERM OF AGREEMENT.** This Agreement is a development agreement authorized by Section 212.172 of the Local Government Code. This Agreement shall continue in effect for a term of fifteen (15) years after the Closing Date and may be renewed by written agreement of the City and the Developer for two (2) successive periods of fifteen (15) years each, up to a maximum of forty-five (45) years after the Closing Date. Notwithstanding the foregoing, in the event that Developer does not acquire title to the Property by July 31, 2014 (the "Outside Date"), then this Agreement shall automatically terminate as of the Outside Date and thereafter be of no further force or effect. The term of this Agreement shall not be affected by annexation of the Property referenced in Article 3 of this Agreement.
7. **COLLATERAL ASSIGNMENT BY DEVELOPER TO LENDER.** Developer shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber its right, title and interest in and to this Agreement for the benefit of its Lender without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial.
8. **TERMINATION.** This Agreement may be terminated as follows: (a) by the mutual written agreement of the Parties; (b) by either the City or the Developer upon written notice of such termination to the other Party if the other breaching Party breaches any of the material terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of written notice thereof (or, if cure cannot be completed within said time period, if cure of such breach is not commenced within such time period and/or not thereafter diligently and continuously pursued to completion within 120 days after receipt of written notice thereof); (c) by City providing written notice to Developer if Developer suffers an event of bankruptcy or insolvency; or (d) by either the City or Developer providing written notice to the other Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declared or renders this Agreement invalid, illegal or unenforceable. Developer and the City agree to execute a recordable form of release and termination instrument promptly upon any termination of this Agreement.

## 9. MISCELLANEOUS.

- 9.1. **Notice.** Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given (i) by certified or registered mail and shall be deemed to have been given and received two (2) days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, or (ii) by personal delivery and/or by recognized overnight delivery service and shall be deemed to have been given and received upon such delivery. Such notice shall be given to the parties hereto at the address set forth in

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 "endbuyer" means any owner, developer, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulation that apply to specific lots" mean the Development Standards applied in accordance with this Agreement.

- 9.11. ***Assignment of Agreement.*** Except as otherwise provided in Section 7 above, this Agreement may not be assigned by Property Owner or Developer without the prior written consent of the City.
- 9.12. ***Authority.*** Authority. Each of the Parties represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement.
- 9.13. ***Consideration.*** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the receipt and sufficiency of which are forever confessed.
- 9.14. ***Binding Effect.*** This Agreement runs with the land and will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, Successors and authorized assigns. No other person or entity is a third-party beneficiary of this Agreement. From and after the Closing Date, the Property Owner shall have no right, title or interest in, nor any liability or obligation under, this Agreement, all of which shall be assumed by the Developer by purchasing the Property on the Closing Date. The Developer shall be responsible for, and shall cause the Development Plan to be followed in all its requirements.
- 9.15. ***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.
- 9.16. ***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 to the enforcement of this Agreement.
- 9.17. ***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 after approval and execution by Property Owner and Developer.

***[SIGNATURE PAGES FOLLOW]***

**DEVELOPER:**

PARKER 50.1 PARTNERS, LP, a Texas limited partnership

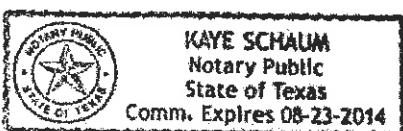
By: Webb Peak Development Partners, LP,  
a Texas limited partnership,  
its general partner

By: RNH Development Company,  
a Texas corporation,  
its general partner

By: Ronald N. Haynes, Jr. President

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged on the 26th day of June,  
2014, by Ronald N. Haynes, Jr., President of RNH Development Company, a Texas corporation,  
the General Partner of Webb Peak Development Partners, L.P., a Texas limited partnership, the  
General Partner of PARKER 50.1 PARTNERS, LP, a Texas limited partnership, on behalf of  
said corporation and limited partnerships.



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

Exhibit A

Description of Property

BEING that certain tract of land situated in the George W. Eastes Survey, Abstract No. 300, and the Surry E. Donaldson Survey, Abstract No. 278, in Collin County, Texas, and being all of that certain tract of land described in deed to Chen and Wang Parker City Joint Venture recorded in Document No. 97-0014688, of the Deed Records of Collin County, Texas (DRCCT), subject property being more particularly described as follows;

BEGINNING at a 3/8 inch iron rod found, said iron rod being located in the approximate center of County Road 254 (Lewis Lane – undedicated at this point), and also being located at the southeast corner of said Chen and Wang Parker City Joint Venture tract, the northeast corner of that certain tract of land described in deed to Javid Jabbarnezhad recorded in Volume 3159, Page 181, DRCCT, and being the northwest corner of a right-of-way dedication by plat for Lewis Lane and Sheperds Creek Drive according to Plat recorded in Cabinet L, Page 242, of the Plat Records of Collin County, Texas (PRCCT);

THENCE South 89°42'35" West, with the south line of said Chen and Wang Parker City Joint Venture tract, a distance of 660.09 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on the east line of Southridge Estates Addition Phase 2, an addition to The City of Parker, Texas according to Final Plat recorded in Document No. 2007-579, PRCCT, from which a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found bears South 01°16'44" East, a distance of 8.83 feet;

THENCE North 01°16'44" West, with said east line of Southridge Estates Addition Phase 2, passing at a distance of 1086.29 feet a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found at the most southerly northeast corner of Southridge Estates Addition Phase 2, continuing with the east line of that certain tract of land described in deed to Haha Capital Investment, LLC recorded in Document No. 20100901000917490, DRCCT, in all, a distance of 1349.90 feet to a "PK" nail in asphalt found for corner, said nail located along County Road 252 (Curtis Road - undedicated at this point);

THENCE South 89°26'42" West, with a north line of said Haha Capital Investment, LLC tract, a south line of the aforementioned Chen and Wang Parker City Joint Venture tract, and generally along County Road 252 (Curtis Road), a distance of 773.64 feet to a 1/2 inch iron rod found for corner, from which a 5/8 inch capped iron rod found bears South 47°21'52" East, a distance of 8.99 feet;

THENCE North 45°33'20" West, with a northeast line of the Haha Capital Investment, LLC tract, a southwest line of said Chen and Wang Parker City Joint Venture tract, and generally along County Road 252 (Curtis Road), a distance of 973.62 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°27'11" East, with the north line of the Chen and Wang Parker City Joint Venture tract, and the south line of those certain tracts of land described as Tract C and Tract F in deed to Young Dean Homestead, Ltd. recorded in Volume 5167, Page 3443, DRCCT, passing at a distance of 46.31 feet a 5/8 inch iron rod found, and passing at a distance of 2165.16 feet a 5/8 inch iron rod found, continuing in all, a distance of 2181.96 feet to a "PK" nail set in asphalt in the aforementioned County Road 254 (Lewis Lane), from which a 1/2 inch iron rod found bears North 00°38'39" East, a distance of 915.19 feet;

## DEVELOPMENT STANDARDS

### GENERAL STANDARDS

1. The design and development of the Southridge Estates, Phase 3 shall take place in general accordance with the attached Concept Plan (Exhibit A).
2. The minimum lot size will be 43,560 square feet, 1 acre (39 homes in the planned approximately 50 acre community.)
3. Light poles consistent with Southridge Estates shall be installed by the developer. The maintenance cost and electricity bills shall be the responsibility of the HOA.

### RESIDENTIAL STANDARDS

The lots shall be developed according to the following standards.

#### Dimensional Standards

1. Minimum lot area: 43,560 square feet.
2. Minimum lot width: 135': all except three lots shall have a minimum width of 150'. On cul-de-sacs and/or elbows, the minimum lot width at the R.O.W. shall be 60'.
3. Minimum lot depth: 150'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 150'.
4. Minimum front yard: 50'. Front build lines to be staggered with alternating 50' & 55' setbacks.
5. Minimum side yard: 25'. The minimum side yard on a corner lot adjacent to a street shall be 50'.
6. Minimum rear yard: 30' for the primary structure, 26' rear setback for accessory buildings.
7. Minimum dwelling area: 3,000 sq. ft.
8. Maximum lot coverage: 20%, inclusive of all structures.
9. Maximum height: 2 1/2 stories or 35' with the maximum height determined with Parker's methods and standards.
10. A minimum of 2 off-street parking spaces shall be provided on each single family lot.

#### Residential Architectural Standards

It is the intention of the Developer that the houses built in Southridge Estates, Phase 3 be architecturally consistent with the houses built in Phases 1 & 2 in all reasonable respects: design characteristics, materials, and standards.

Architectural plans shall be submitted to both the existing Southridge Estates HOA Architectural Review Board and to a new dedicated Architectural Review Board for Southridge Estates, Phase

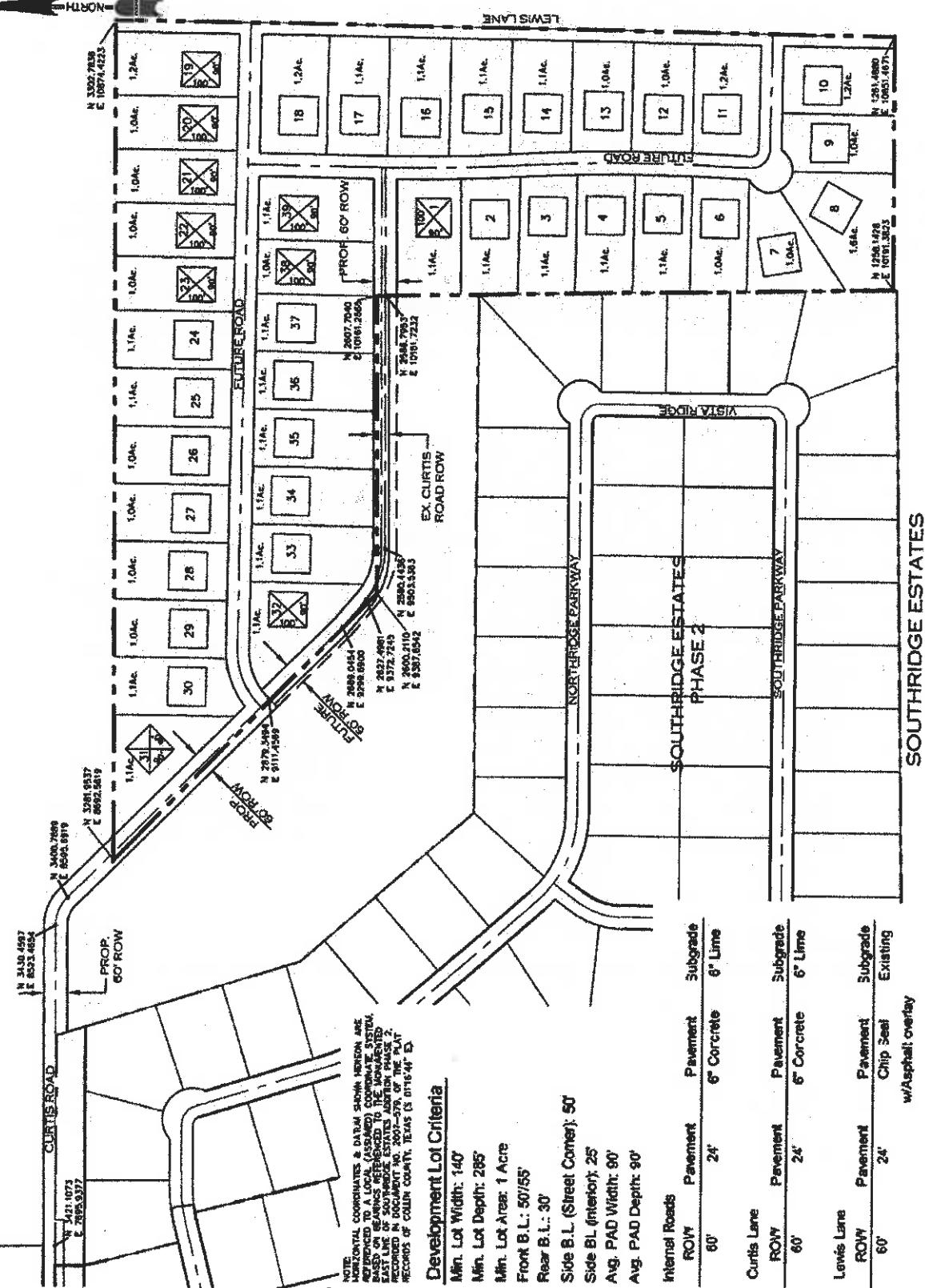
6. A hip roof which faces the street and which comprises greater than 35% of the total width of a house's façade shall be broken up with dormers or other architecturally compatible appurtenances.
7. Exterior façade material: The homes shall be constructed with 90% masonry. Masonry shall include brick, stone, masonry stucco, and cementitious hard plank. In no instance however shall cementitious hard plank comprise more than 20% of any individual façade of the home.
8. Chimneys on the front building façade shall be enclosed with masonry matching the primary masonry used on the residence. Chimneys shall not be clad in cementitious hard plank unless it can be shown that such material is needed from a structural perspective (chimney extending through a roof) or from an architectural perspective. In such cases, the cementitious hard plank shall match the existing materials of the residence.
9. Roof pitches shall be minimum 8:12 for main gables and hips on the front elevation, and the side or rear elevation roof pitch of any structure shall be a minimum of (5') by twelve feet (12'). Dormer roofs and roofs over porches may have a lesser pitch.
10. Roofing materials shall be either, architectural grade overlap shingles, tile, or standing seam metal. Wood shingles shall be prohibited. Unless made of true copper, vents and other roof appurtenances shall be painted to match the roof's color.
11. Garage doors: Garage doors may not face a public street, unless such garage door is on a "porte-cochere" (elevation with a drive through). Garage doors shall be carriage style in appearance.
12. Fencing: No fences allowed in front of the building line; rear yard fences shall have a minimum of 50% of the fence face area open/transparent. Fencing along the side or rear property lines of a lot, including when a side or rear property line is adjacent to a street, shall have a maximum height of 6'.
13. Trim Colors: Where possible, such as on cedar columns, cedar posts, and corbels, shutters, carriage style garage doors, and on flat exterior surfaces of the home larger than 5' x 5', two contrasting paint colors or stains shall be utilized to achieve an architecturally enhanced appearance.
14. Tubular steel or wrought-iron type fencing (5') in height shall be used wherever fencing is installed.
15. Landscaping: Sodded front yards with a minimum five 3" caliper trees (one of which shall be in the back yard) and 30 shrubs shall be provided for each home, planted with an unique, irregular pattern on each lot. When automated, subsurface irrigation systems are provided, rain sensors shall be installed and operational.
16. Outdoor lighting: Entrances to homes, address blocks, and garages shall be illuminated.
17. Conservation/Sustainability: All homes shall comply with the Energy component of the Parker Building Code.

#### **COMMUNITY DESIGN STANDARDS**

1. Bar ditches & culverts: concrete pilot channels shall be installed by the developer.
2. Mailboxes: Mailboxes shall be a uniform style, selected by the developer, and shall be of material consistent with each residence. A number plaque shall be provided on the mailbox.

**EXHIBIT "A"**

**EXHIBIT "A"**



7210.104/54919.2

**EXHIBIT B**  
**DEVELOPMENT PLAN**  
**PAGE B-5**



## ATTACHMENT 2

ENGINEERING, PLANNING AND LANDSCAPE ARCHITECTURE FOR NEW, EXPANSION AND DEMOLITION  
16301 GLOUCESTER DR.  
SUITE 500 B  
AUSTIN, TX 78703  


7210.104/54919.2

EXHIBIT B  
DEVELOPMENT PLAN  
PAGE B-7

**EXHIBIT "C"**

**Specifications\* for Lewis Lane Improvement**

**(approx. 985'-1,000' – See attached Location Exhibit "C-1")**

**A. 2-inch Asphalt Overlay**

All loose, pocketed, caked, or other deleterious material shall be removed from the existing pavement. Sweeping with hand or power brooms will be acceptable methods of cleaning the pavement. Prior to the paving of the bituminous mix, a tack coat shall be applied to the existing surface. The surface shall be clean and dry, and the application rate of the tack oil shall be 0.10 gallons per square yard unless otherwise directed by the City. All depressions or dips in the existing pavement shall be filled (asphalt level up) by the use of a motor grader compacted before the asphalt overlay is applied with the laydown paver. Level-up course shall be placed at locations directed by the City to correct contour and/or build crown of old pavement prior to asphalt overlay. Areas of severe cracking or sub grade failure shall be repaired to full depth of asphalt, prior to asphalt overlay as directed by the City. Asphalt material shall conform to TxDOT Item 304, Type D. No recycled asphalt (RAP) is allowed.

**B. Scarify and Mix Existing Material With Cement**

Existing asphalt surface shall be pulverized with the existing 6-inches of sub-base in accordance with TxDOT Item 251, Type "D" density control. Cement shall be ASTM CISO Type I, II and contain no fly ash. The application rate of cement shall be at 32-1bs per square yard in slurry form.

Prior to application of the cement, the subgrade/soil/asphalt material shall be pulverized, to a loose condition to its full depth, at completion of the moist-mixing it meets the following gradation (NCTCOG Item 301.3.3.2).

<u>Sieve Size</u>	<u>% Passing</u>
1-Inch	100%
No. 4	80%

Compaction shall begin immediately after mixing; gradation and moisture requirements have been met. The material shall be mechanically compacted to at least 95% standard proctor at optimum moisture plus or minus two points as determined by independent testing laboratory. The mixing and compaction shall be completed within two hours.

Contractor shall take in-place density test every 500-feet and report results to the City Inspector.

\*Specifications provided by Mr. Jeff Flanigan June 5, 2014

**Exhibit C**

**Addresses for Notices**

**If Notice to City of Parker:**

Jeff Flanigan  
City Administrator  
5700 E. Parker Rd  
Parker, Texas 75002

with a copy to:

James E. Shepherd  
Shepherd Law Firm  
1901 N. Central Expressway, Suite 200  
Richardson, Texas 75080

**If Notice to Property Owner:**

Chen & Wang Parker City JV  
3204 Wyndham Lane  
Richardson, Texas 75082

**If Notice to Developer:**

Parker 50.1 Partners, LP  
c/o Haynes Development Company  
8214 Westchester  
Dallas, Texas 75225  
Attn: Ronald N. Haynes, Jr.

with a copy to:

Scheef & Stone, L.L.P.  
2601 Network Blvd., Suite 102  
Frisco, Texas 75034  
Attn: Robert J. Banta

4. Garage doors were originally required to be wood clad. This is not the case in Southridge Phases I and II. We struck this requirement in order to be consistent with Southridge Phases I and II. There remains the same requirement (as it is in Southridge) that no garage doors can face the street unless such garage door is on a "port-cochere" elevation with a drive through. We added that Garage doors must be carriage style in appearance.

The standards in the Development Standards, which are attached as an exhibit to the Development Agreement, are greater than the current City of Parker standards except for lot size (see attached Exhibit A of this letter), we have agreed to meet every requirement in the Southridge deed restrictions, and we have added requirements that are in excess of the Southridge deed restrictions.

With regard to Lewis Lane, I have attached some photographs of Lewis Lane north from Parker Road to well beyond our property to the north. The City of Parker improved a section of road north from Parker Road about 1200 linear feet using a process known as "chip and seal with an asphalt overlay." Lewis Lane as it is adjacent to our property and beyond to the north was improved by the County in a similar manner. These sections are in very good shape. However, there is a section of about 985 to 1,000 linear feet that is south of our property that is in disrepair (see attached photos). It is this section that we propose to fix via the same "chip and seal with an asphalt overlay" as part of the development of the property. Specifications for this process are included in our Development Agreement.

In summary below are the significant issues to remember:

1. The property can be platted and developed as one-acre lots in the County without any specific approval.
2. There is a drainage issue at the southeast corner of Southridge Estates that can be improved, if not alleviated by the development of this property.
3. We have worked out a road agreement with two adjacent property owners regarding the realignment and improvement of Curtis Road.
4. By being annexed into the City of Parker the homeowners will pay City of Parker property taxes. The estimated potential value of the homes is over \$25MM dollars as we expect the typical home to sell at a price range of \$500,000 and \$700,000.
5. We have agreed to improve a section of Lewis Lane just south of our southeast corner (this is not adjacent to our property) in the same manner as the City of Parker improved a section of Lewis Lane just north of Parker Road. In this way Lewis Lane will have a good road surface adjacent to our property and south to Parker Road. It is important to note that Lewis Lane is a County road.
6. We have voluntarily brought forth development standards that meet or exceed the City of Parker ordinances (except for lot size) and meet or exceed the Southridge Estates deed restrictions.

In addition, we have agreed to a Development Agreement that was prepared by your City Attorney Jim Shepherd that requires we apply for annexation with 10 days after purchasing the property and that we and any subsequent owner(s) must comply with all the items in the Development Standards including the improvement of Lewis Lane south of our property.

We respectfully ask that the City Council approve the proposed Development Agreement at the June 17<sup>th</sup> City Council meeting.

I look forward to presenting this proposal to the City Council of Parker Tuesday evening June 17th and answering any questions the Council may have.

All the best,

Ron Haynes

**THE SECTION OF LEWIS LANE THAT HAS BEEN IMPROVED BY THE CITY OR COUNTY**

Looking south, along Lewis,  
along our eastern boundary (County)



Looking south, along Lewis, toward  
its intersection with Parker Road (City)



**THE SECTION OF LEWIS LANE IN NEED OF REPAIR**

Looking south, along Lewis, to the point where  
the City's improvement of Lewis stopped



Looking north, along Lewis, - area in  
need of repair, south of our property



Exhibit C

Addresses for Notices

**If Notice to City of Parker:**

Jeff Flanigan  
City Administrator  
5700 E. Parker Rd  
Parker, Texas 75002

with a copy to:

James E. Shepherd  
Shepherd Law Firm  
1901 N. Central Expressway, Suite 200  
Richardson, Texas 75080

**If Notice to Property Owner:**

Chen & Wang Parker City JV  
3204 Wyndham Lane  
Richardson, Texas 75082

**If Notice to Developer:**

Parker 50.1 Partners, LP  
c/o Haynes Development Company  
8214 Wesichester  
Dallas, Texas 75225  
Attn: Ronald N. Haynes, Jr.

with a copy to:

Scheef & Stone, L.L.P.  
2601 Network Blvd., Suite 102  
Frisco, Texas 75034  
Attn: Robert J. Banta

Filed and Recorded  
Official Public Records  
Stacy Kemp, County Clerk  
Collin County, TEXAS  
07/02/2014 03:24:46 PM  
\$102.00 BVINCENT  
20140702000684540



*Stacy Kemp*

7230.104/54919.2

EXHIBIT C  
ADDRESSES FOR NOTICES  
PAGE C-1



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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

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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.

March 10, 2015

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

Re: The Reserve at Southridge Addition

Dear Mr. Flanigan:

As requested, we have reviewed the Preliminary Plat and Engineering Plans for the Reserve at Southridge Addition, dated December 12, 2014. We received these plans from Petit Barraza on December 31, 2014.

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, 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:

**Comments**

1. The plans show fill being placed within a studied floodplain. We recommend a flood study and CLOMR be submitted for this project.
2. Provide cross sections for each of the drainage channels proposed at 100-foot intervals. Show the depth of flow for the 100-year storm event on each of the cross-sections. The grading for the channels does not match the calculations provided nor do they function with the site.
  - a. The drainage channel along the northern property line is higher than the pad elevations.
  - b. The drainage channel along the western property line is 7-feet below the existing contours with the property line 12-feet away.
  - c. The depth of flow shown on the calculations and the profile does not match the grading as the depth of flow is over the top of bank according to the grading plans.
3. Provide an existing and proposed conditions overall drainage area map. It is unclear what impact, if any, the increased storm run-off is having on downstream property owners and what that flow is.
4. The hydraulic calculations are difficult to follow as they do not accumulate and are vague as to what channel is receiving the water. Clearly show each channel, the contributing drainage areas, the accumulated flow, velocity, depth of the water, and grading/ditch plan that match.

Mr. Jeff Flanigan  
City of Parker  
March 10, 2015  
Page 2 of 2

5. Proposed drainage channels are shown through private property. Provide adequate easements.
6. The drainage from the site is shown to discharge to the existing ROW of Dillehay Drive. It is unclear how it is conveyed from that point along the ROW to the existing culvert and eventually to Maxwell Creek. Clearly show that adequate capacity and freeboard exists within the existing drainage channels and culverts all the way to Maxwell Creek. Hydraulic grade line calculations for this site shall begin at the 100-year BFE of Maxwell Creek.
7. Install rip rap at the end of each culvert.
8. Provide culvert sizes for the driveways.
9. Written release required from all existing easement holders prior to construction.
10. Show iron rods on the plat that are being referred to for reference bearings in the legal description.
11. Legal description shall address each adjoining property at each property corner.
12. Note on the face of the plat states that the floodplain is "Zone AE, See Note\*\*". However, the note states the site is not within the floodplain. Clearly show the limits of the floodplain on the plat, and add a note stating such and provide the FIRM map number and date.
13. City ordinance requires two points of access.
14. Construct longitudinal butt joint where connecting to existing concrete.
15. Provide the geotechnical report.
16. Provide water line embedment detail.
17. Construct a 12-inch water line from the existing 12-inch water line at the southeast corner of the tract and stub to the east so it can be connected to Dillehay Drive in the future, in accordance with the City's Water Masterplan. The existing water line shown on the adjacent tract is called as an 8-inch. Re-label as an existing 12-inch.
18. Valve stack shall be steel or cast iron. PVC valve stack not allowed.
19. Water line may not be installed under and parallel to a drainage channel.

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



