



AGENDA

PLANNING AND ZONING January 28, 2016 @ 6:00 P.M.

Notice is hereby given; the Planning and Zoning Commission for the City of Parker will hold a Regular Meeting on Thursday, January 28, 2016 at 6:00 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.

1. WORK SESSION ANNUAL PLANNING AND ZONING TRAINING REGARDING ZONING AND SUBDIVISION RULES AND REGULATIONS (SECTIONS 155 AND 156 OF CODE OF ORDINANCES)

INDIVIDUAL CONSIDERATION ITEMS

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING PHASE 2 – FINAL PLAT.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON SOUTHRIDGE EAST- FINAL PLAT.
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FINAL PLAT OF RIGHT OF WAY DEDICATION, OF CURTIS ROAD IN THE AREA BETWEEN THE SOUTHRIDGE AND SOUTHRIDGE EAST SUBDIVISIONS.

ROUTINE ITEMS

5. FUTURE AGENDA ITEMS
6. ADJOURN

In addition to any specifically identified Executive Sessions, the Planning and Zoning Commission may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open

Meetings Act provides specific exceptions that require that a meeting be open. Should Commission elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on or before January 22, 2016 by 5:00 p.m. at the Parker City Hall.

Date Notice Removed



Vicky Granger

Vicky Granger, Administrative Assistant

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.

**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.

January 21, 2016

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

Re: Kings Crossing Phase II
Early Plat Approval

Dear Mr. Flanigan:

We visited the site on January 20, 2016 to determine if the addition has moved forward to the point of accepting the work for early plat recording. It is our opinion this addition is progressing to the point where early plat recording could be considered by the City, if the developer maintains the erosion control devices at the four outfall locations along Lewis Lane and throughout the addition until vegetation is established on the site. Erosion control and vegetation of the site is imperative to prevent pollution of the water if the US and the following items observed during our visit are immediately addressed:

1. Channels are ponding water at many locations throughout the addition. Channels need to be graded to the elevations shown in the construction plans and silt removed after each rain event.
2. The channel for drainage channel B do not match the typical section shown in the plans behind lots 6, 7 and 8 located along Westfield Drive. It appears storm water will spill over these lots as it cannot be contained in the constructed channel.
3. It was observed that deep cuts were taken along the west line of Lot 1 and Lot 14 along Holbrook Circle and at the end of Middleton Drive. It appears retaining walls will be required to maintain the near vertical cut and drainage channels will be required to prevent flooding of Lot 1 and 2 located along Holbrook Circle.
4. It appears seed was spread, but not tilled. Seed is just lying on the firmly compacted ground.

We recommend that the developer be notified of the observations made from our visit and that each item be address prior to the City issuing any building permits. For early plat approval by the City, the developer will need to submit a cost estimate to complete all work including items in this letter, plus 20 percent, as per the developer's agreement. All costing will need to be reviewed and accepted by the City Engineering.

We are available at your convenience to discuss any questions you may have with our observations.

Sincerely,

John W. Birkhoff, P.E.

DEVELOPMENT APPLICATION

City of Parker, Texas

Proposed Name of Subdivision: KING'S CROSSING PHASE 2

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

Physical Location of Property: **South 4,500' of West Lucas Road and West of Lewis Lane**

(Address and General Location – Approximate distance to the nearest existing street corner)

Brief Legal description of Property (must attach accurate metes and bound description to application):

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

Acreage: 56.0995 Ac. Existing # of Lots/Tracts: 46 Lots Existing Zoning: PD Res. No. 2007-170
(If a PD, include the Ordinance with application)

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

Applicant/Contact Person: Steve Sallman Title:

Company Name: Parker Bedell Farms, LTD.

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

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

Engineering Company: Westwood PS

Contact Person: Richard Hovas Title:

Street/Mailing Address: 2740 North Dallas Parkway Suite 280 City: Plano State: TX Zip: 75093

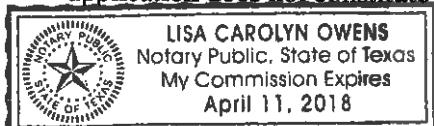
Phone: 214-473-4640 Fax: Email Address: Richard.Hovas@westwoodps.com

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

STATE OF TEXAS) (

COUNTY OF COLLIN) (

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



SUBSCRIBED AND SWORN TO before me, this the 18th day of December, 2015

Notary Public in and for the State of Texas:

Lisa C. Owens
Owner / Agent (circle one)

Over

WAIVER OF EXPEDITION

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

APPLICANT:

Stephen L. Ballman
(Signature)
Name: Stephen L. Ballman
Title: Manager
Phone: 214-360-0238 Ext.
Address: 4925 Greenville
Suite 1020
Dallas, TX 75206
Date: 12/18/15

Corporation; Partnership;
 Individual; or
 Other (description)

CITY OF PARKER:
RECEIVED BY:

(Signature)

Title:

Date:

PARKER BEDELL FARMS, LTD.

4925 Greenville Ave., Suite 1020

Dallas, Texas 75206

(214) 368-0238:Office

(214) 368-0812:Fax

December 18, 2015

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

RECEIVED
DEC 21 2015
CITY OF PARKER

Ref: Kings Crossing Phase 2 – Final Plat Filing

Dear Jeff:

Attached is our Development Application for approval of the Final Plat for Kings Crossing Phase 2. Please note that the Application Fees are not attached, but the amount of the Fees should be applied to reimbursements due under the Development Agreement, a copy of which is attached. We have calculated the Application Fee as follows:

| | |
|------------------------|--------------------|
| Base Fee | \$ 800.00 |
| \$30/acre x 56 Acres = | <u>1,680.00</u> |
| Application Fee | \$ 2,480.00 |

We request that the Final plat be placed on the P & Z Agenda at the first meeting in January. The Development Agreement regulating development of Kings Crossing provides for the filing of the plat prior to 100% completion of the public improvements, provided that a surety is established by the Owner in the amount of 120% of the estimated cost of the outstanding work (see attached copy of para. 6.3 of the Development Agreement). The subdivision improvements have been completed with the exception of revegetation and placement of rip rap. Our engineer will provide an estimate of the cost of the remaining work for your review along with the required drawings. We will provide a Letter of Credit in the amount required, as we did for Kings Crossing Phase 1.

Please contact me if you require additional information to accommodate our request.

Sincerely,



Stephen L. Sallman



20070925001331630 09/25/2007 04:16:27 PM RL 1/31

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

RECEIVED
SEP 26 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 Tartaglino, 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) Estoppe. From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the City, the parties are in substantial compliance with their material obligations under this Agreement.

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

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

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

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

EXECUTED as of the date first above written.

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

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

By: Walter G. Bedell
Walter G. Bedell

Its: President

Date: 9-4-07

LEWIS BEND PARTNERS, LTD.,

a Texas limited partnership

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

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

A Texas limited liability company,

General Partner

By: Stephen L. Sallman, mgz.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

WARNER CAPITAL, LLC,
a Texas limited liability company

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

Date: 9/6/07



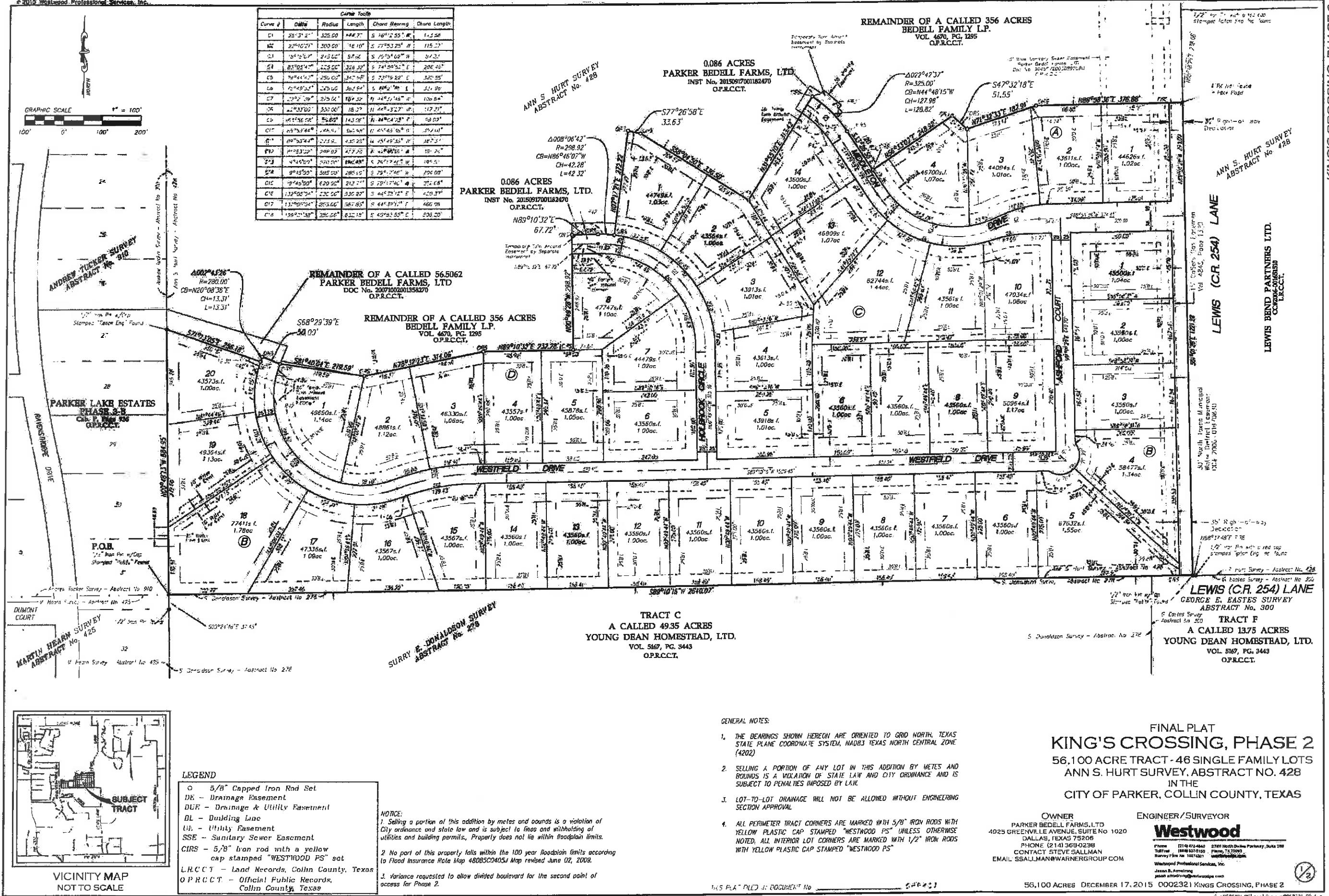
CITY OF PARKER, TEXAS

By:

Jerry Tartaglino
Jerry Tartaglino, Mayor

Date:

September 11, 2007



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.

January 21, 2016

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

Re: Southridge Estates Addition East
Punch List

Dear Mr. Flanigan:

We visited the site on January 20, 2016 to determine if the addition was complete. It is our opinion this addition is not complete. The following item were observed and need to be addressed:

1. Channels are ponding water at many locations throughout the addition. Channels need to be graded to the elevations shown in the construction plans.
2. Channels have silt built up that needs to be removed and the channels need to be maintained after each storm event to prevent pollution of the waters of the US. This must be an ongoing process to keep channel grades as designed, until vegetation holds the soils in place.
3. The parkways and channels have not been final graded. The existing areas are uneven, have large clumps. It appears no finishing equipment was utilized for the final grading prior to commencing the establishment of vegetation.
4. Vegetation has not been established. If seeded, the mix must meet NCTCOG specifications and be 100 pounds of Rye per acre combined with unhulled Bermuda at 20 pounds per acre.
5. Within the right of way there exist debris containing steel post and wood at various locations. Final site cleanup needs to occur.
6. Of note the pads were fine graded and vegetation has been established.

We recommend that the developer be notified of the observations made from our visit and that each item be address prior to the City Council accepting the project.

We are available at your convenience to discuss any questions you may have with our observations.

Sincerely,



John W. Birkhoff, P.E.



1651 N. Glenville Drive, Ste 208
Richardson, Texas 75081
214.221.9955
Fax 214.340.3550

February 21, 2015

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

RE: Certification of Substantial Completion for the Grading Improvements
Southridge East Addition
Collin County
Parker, Texas

Dear Jeff:

The Grading Improvements for Southridge East are 95% substantially complete. To the best of my knowledge the project has been constructed in accordance with the approved plans and specifications.

If you have any questions or require any additional information, please feel free to call me at (214) 221-9955.

Sincerely,
Petitt Barraza LLC
TBPE Firm Registration No. 1488

Robert D. Petitt, Jr., P.E.



CITY OF

DEVELOPMENT APPLICATIONCity of Parker, Texas

Proposed Name of Subdivision:

SOUTHRIDGE EAST ADDITION

Plat Approval Requested

Filing Fee

Filing Fee

Preliminary Plat \$800.00 + \$30/acre
 Site Plan \$300.00 + \$25/acre
 Replat/Amended \$500.00 plus \$15/lot

Final Plat \$800.00 + \$30/acre
 Minor Plat (5 acres or less) \$500.00 + \$100/lot
 Development Plat \$300.00 + \$30/acre

Physical Location of Property: WEST SIDE OF LEWIS LN @ CURTIS RD

(Address and General Location – Approximate distance to the nearest existing street corner)

Brief Legal description of Property (must attach accurate metes and bounds description to application):

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

Acreage: 50.104 Existing # of Lots/Tracts: _____ Existing Zoning: _____
(If a PD, include the Ordinance with application)Property Owner's Name: Parker 50.1 Partners, LP. Phone Number: 214-673-0575Applicant/Contact Person: Ron Haynes Title: _____Company Name: Haynes Development CompanyStreet/Mailing Address: 8214 Westchester Dr #650 City: Dallas State: TX Zip: 75225Phone: _____ Fax: _____ Email Address: rhaynes@haynB3devco.comEngineering Company: Petitt BarrazaContact Person: Bob Petitt Title: _____Street/Mailing Address: 1651 Glenville Dr City: Richardson State: TX Zip: 75081Phone: 214-221-9951 Fax: 214-340-3550 Email Address: bpetitt@petittbarraza.com

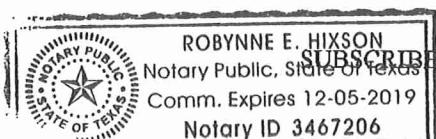
**** READ BEFORE SIGNING BELOW:** If there is more than one property owner, complete a separate sheet with the same wording as below. The City requires all Original Signatures. If applicant is other than the property owner, a "Power of Attorney" with original, notarized signatures is required.

STATE OF TEXAS)

COUNTY OF COLLIN)

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

Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 22ND day of JANUARY, 2016.

Notary Public in and for the State of Texas:

Robynne E Hixson

Over

WAIVER OF EXPEDITION

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

APPLICANT: Parker J.O.I. Partners LP

Name: Ron Haynes (Signature)

Title: Partner

Phone: 214-673-0575

Address: 8214 Westchester Dr. Suite 650
Dallas, TX 75225

Date: 1/22/2016

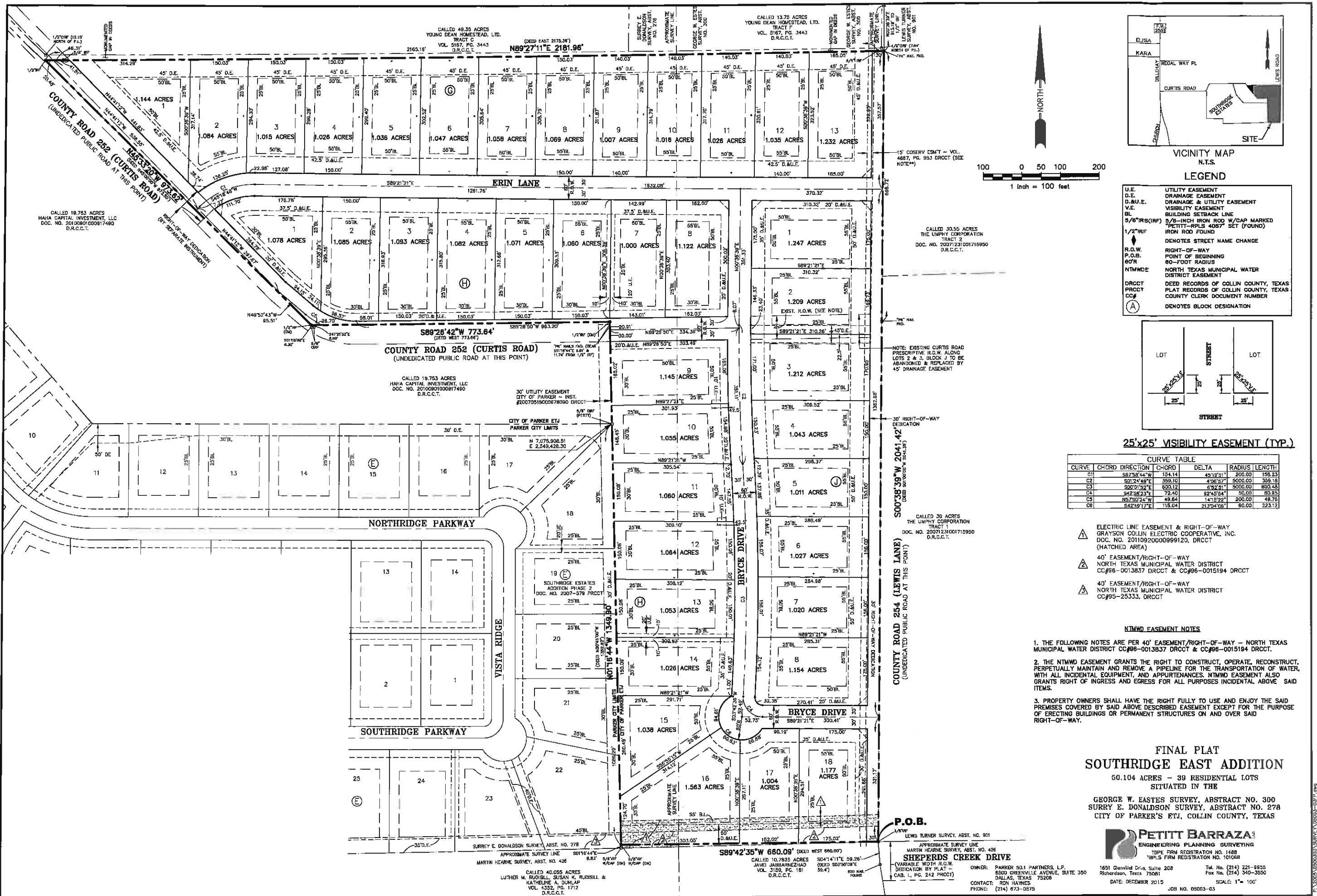
Corporation; Partnership;
 Individual; or
 Other (description)

CITY OF PARKER:
RECEIVED BY:

(Signature)

Title: _____

Date: _____





Agenda Item

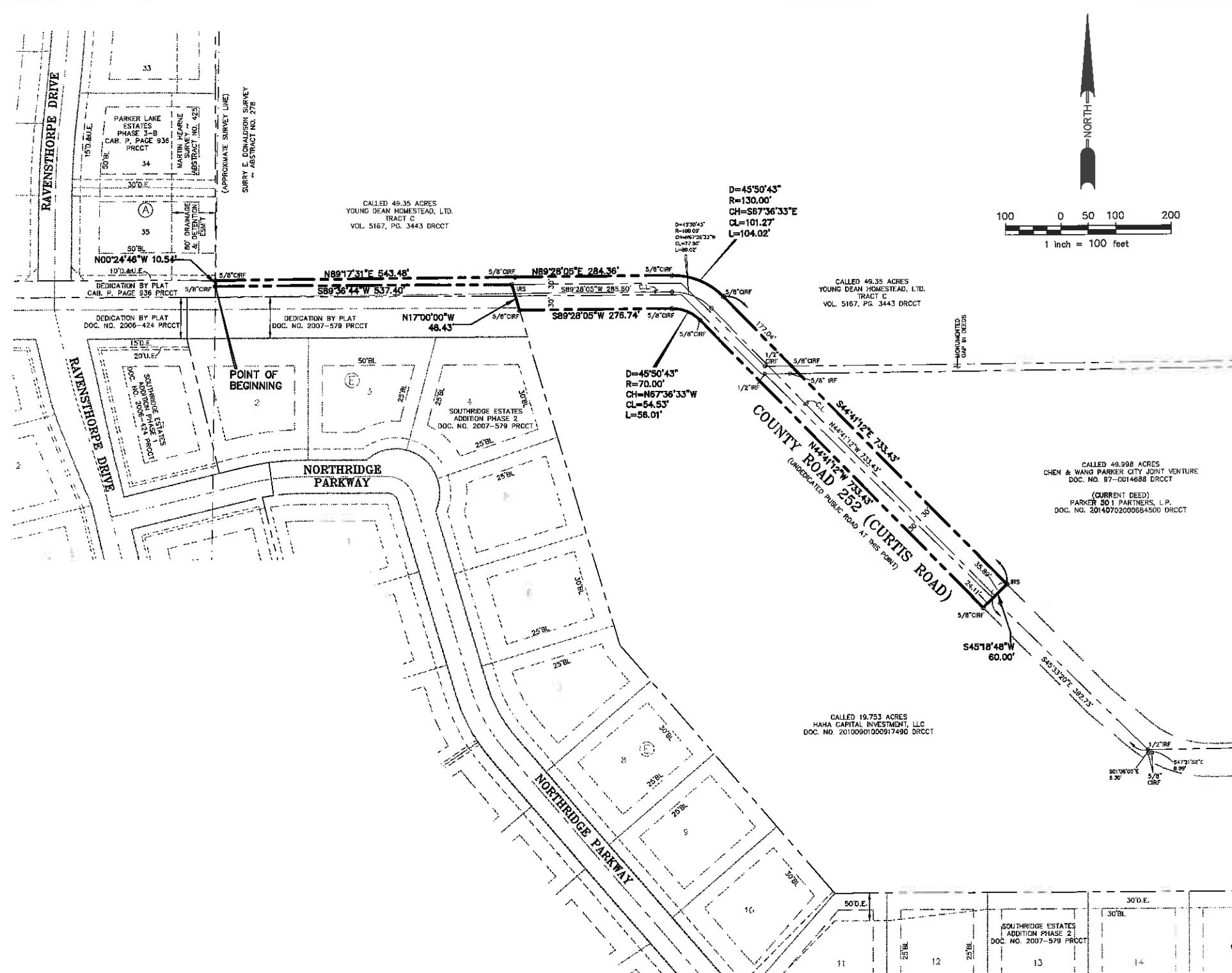
| | |
|-------------------------------------|--------------------------------|
| Budget Account Code: | Meeting Date: January 28, 2016 |
| Budgeted Amount: | Department/ Requestor: |
| Fund Balance-before expenditure: | Prepared by: J Flanigan |
| Estimated Cost: | Date Prepared: |
| Exhibits: | 1. Plat for R.O.W. dedication |

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FINAL PLAT OF RIGHT OF WAY DEDICATION.

SUMMARY

Southridge East Addition was required to do offsite road improvements, the road improvements were on a county road and the City needed additional R.O.W. The developer acquired the necessary right-of-way from the two property owners, on the condition they would construct the road and the R.O.W. be dedicated to the City of Parker.



LEGEND

| | |
|---------|---|
| U.E. | UTILITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| D&U.E. | DRAINAGE & UTILITY EASEMENT |
| V.E. | VISIBILITY EASEMENT |
| BL. | BUILDING SETBACK LINE |
| 5/8"IRS | 5 1/8"-INCH IRON ROD W/CAP MARKED "PETITI-RPLS 4087" SET |
| 1/2"RF | IRON ROD FOUND |
| | ◆ DENOTES STREET NAME CHANGE |
| R.O.W. | RIGHT-OF-WAY |
| P.O.B. | POINT OF BEGINNING |
| 60'R | 60-FOOT RADIUS |
| NTMWD | NORTH TEXAS MUNICIPAL WATER DISTRICT EASEMENT |
| DRCCT | DEED RECORDS OF COLLIN COUNTY, TEXAS |
| PRCCT | PLAT RECORDS OF COLLIN COUNTY, TEXAS |
| CC# | COUNTY CLERK DOCUMENT NUMBER |
| (A) | ◆ DENOTES BLOCK DESIGNATION |

OWNERS:
YOUNG DEAN HOMESTEAD, LTD.
625 W BLONDY JHUNE RD
LUCAS, TX 75002-8105
CONTACT: JOHN A. YOUNG & PATSY A. YOUNG

HAVA CAPITAL INVESTMENT, LLC
6925 MARIGOLD COURT
PLANO, TEXAS 75074

HAYNES DEVELOPMENT COMPANY
6500 GREENVILLE AVENUE, SUITE 350
DALLAS, TEXAS 75206
CONTACT: RON HAYNES
PHONE: (214) 573-0575

FINAL PLAT
IGHT-OF-WAY DEDICATION
FOR CURTIS ROAD
ITHBRIDGE EAST ADDITION

1.662 ACRES
SITUATED IN THE

RY E. DONALDSON SURVEY, ABSTRACT NO. 278
RY OF PARKER'S ETJ. COLLIN COUNTY, TEXAS

BETTER BARRAZA

PETIT BARRAZA

ENGINEERING PLANNING SURVEYING

ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488

TBPLS FIRM REGISTRATION NO. 101068

51 Glenville Drive, Suite 208 Tel. No. (214) 221-9955
Dallas, Texas 75261 Fax No. (214) 340-3550

DATE: JULY 26, 2012 SCALE: 12-100

F:\2005\0500303\SURVEY\05003-03P-Curtis Road ROW.dwg
Jan 11, 2016 - 10:11am
nickels

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS YOUNG DEAN HOMESTEAD, LTD. (PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT C IN DEED TO YOUNG DEAN HOMESTEAD, LTD. RECORDED IN VOLUME 5167, PAGE 3443, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS), HAHA CAPITAL INVESTMENT, LLC (PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO HAHA CAPITAL INVESTMENT, LLC RECORDED IN DOCUMENT NO. 2010090100917490, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS), AND PARKER 50.1 PARTNERS, L.P. (PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO PARKER 50.1 PARTNERS, L.P. RECORDED IN DOCUMENT NO. 201407200084500, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS), ARE OWNERS OF THAT CERTAIN TRACT OF LAND SITUATED IN THE SURY E. DONALDSON SURVEY, ABSTRACT NO. 278, IN COLLIN COUNTY, TEXAS, AND INCLUDING AN UNDEDUCED PORTION OF COUNTY ROAD 252 (CURTIS ROAD - VARIABLE WIDTH RIGHT-OF-WAY), SUBJECT PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID TRACT C OF THE YOUNG DEAN HOMESTEAD, LTD. TRACT;

THENCE NORTH 00°24'46" WEST, WITH THE WEST LINE OF TRACT C, A DISTANCE OF 10.54 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 89°17'31" EAST, LEAVING SAID WEST LINE OF TRACT C, AND OVER AND ACROSS TRACT C, A DISTANCE OF 543.48 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 89°28'05" EAST, CONTINUING OVER AND ACROSS TRACT C, A DISTANCE OF 284.36 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS TRACT C, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 45°50'43", A RADIUS OF 130.00 FEET, A CHORD WHICH BEARS SOUTH 67°36'33" EAST, A CHORD DISTANCE OF 101.27 FEET, FOR AN ARC DISTANCE OF 104.02 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 44°41'12" EAST, CONTINUING OVER AND ACROSS TRACT C, PASSING AT A DISTANCE OF 177.04 FEET A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND ON THE SOUTH LINE OF TRACT C, CONTINUING OVER AND ACROSS SAID PARKER 50.1 PARTNERS, L.P. TRACT, IN ALL, A TOTAL DISTANCE OF 733.43 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER;

THENCE SOUTH 45°8'48" WEST, CONTINUING OVER AND ACROSS SAID PARKER 50.1 PARTNERS, L.P. TRACT, COUNTY ROAD 252, AND SAID HAHA CAPITAL INVESTMENT, LLC TRACT, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 44°41'12" WEST, CONTINUING OVER AND ACROSS THE HAHA CAPITAL INVESTMENT, LLC TRACT, A DISTANCE OF 733.42 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS THE HAHA CAPITAL INVESTMENT, LLC TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 45°50'43", A RADIUS OF 70.00 FEET, A CHORD WHICH BEARS NORTH 67°36'33" WEST, A CHORD DISTANCE OF 54.53 FEET, FOR AN ARC DISTANCE OF 56.01 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 89°28'05" WEST, CONTINUING OVER AND ACROSS THE HAHA CAPITAL INVESTMENT, LLC TRACT, A DISTANCE OF 276.74 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING LOCATED ON THE WESTERLY LINE OF THE HAHA CAPITAL INVESTMENT, LLC TRACT AND THE EASTERLY LINE OF A RIGHT-OF-WAY DEDICATION FOR CURTIS LANE (ROAD), ACCORDING TO FINAL PLAT FOR SOUTHRIDGE ESTATES PHASE 2 RECORDED IN DOCUMENT NO. 2007-579, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (PRCT);

THENCE NORTH 17°00'00" WEST, WITH SAID WESTERLY LINE OF THE HAHA CAPITAL INVESTMENT, LLC TRACT, AND THE EASTERLY LINE OF SAID RIGHT-OF-WAY DEDICATION FOR CURTIS LANE (ROAD), A DISTANCE OF 48.43 FEET TO A 5/8 INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET FOR CORNER ON A SOUTH LINE OF SAID TRACT C OF THE YOUNG DEAN HOMESTEAD, LTD. TRACT;

THENCE SOUTH 89°36'44" WEST, CONTINUING ALONG COUNTY ROAD 252 (CURTIS ROAD), AND WITH A SOUTH LINE OF SAID TRACT C, A DISTANCE OF 537.40 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT, CONTAINING A CALCULATED AREA OF 1.662 ACRES OF LAND.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT YOUNG DEAN HOMESTEAD, LTD.; HAHA CAPITAL INVESTMENT, LLC; AND PARKER 50.1 PARTNERS, L.P., THROUGH THE UNDERSIGNED AUTHORITIES, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS A RIGHT-OF-WAY DEDICATION FOR CURTIS ROAD - SOUTHRIDGE EAST ADDITION (HEREAFTER, THE "STREET"), AN ADDITION TO THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AND DO HEREBY DEDICATE FEES SIMPLE OWNERSHIP TO THE CITY OF PARKER, TEXAS, FOR PUBLIC USE FOREVER THE STREET SHOWN HEREON AND DOES HEREBY DEDICATE THE STREET SHOWN ON THIS PLAT FOR THE MUTUAL USE AND ACCOMMODATION OF THE CITY OF PARKER AND ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME. THE CITY OF PARKER, TEXAS, OR ANY PUBLIC UTILITY 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 OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY PORTION OF THE STREET RIGHT OF WAY. THE CITY OF PARKER AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON THE SAID STREET FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS IN COMPLIANCE WITH ALL REGULATIONS OF THE CITY OF PARKER. THIS PLAT IS TO BE APPROVED SUBJECT TO ALL PLATTING ORDINANCE, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF PARKER, TEXAS.

WITNESS MY HAND THIS ____ DAY OF _____, 2016

FOR: YOUNG DEAN HOMESTEAD, LTD.

JOHN A. YOUNG

PATSY J. YOUNG

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 JOHN A. YOUNG, KNOWN TO ME TO BE THE PERSON 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 EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

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 PATSY J. YOUNG, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND THIS ____ DAY OF _____, 2016

FOR: HAHA CAPITAL INVESTMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY:

JOO PANG, VICE PRESIDENT

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 JOO PANG, VICE PRESIDENT OF HAHA CAPITAL INVESTMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON 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 EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND THIS ____ DAY OF _____, 2016

FOR: PARKER 50.1 PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP

BY: WEBB PEAK DEVELOPMENT PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, ITS GENERAL PARTNER

BY: RHN DEVELOPMENT COMPANY, A TEXAS CORPORATION, ITS GENERAL PARTNER

BY: RONALD N. HAYNES, JR. PRESIDENT

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 RONALD N. HAYNES, JR. PRESIDENT OF RHN 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, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID CORPORATION AND LIMITED PARTNERSHIPS.

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

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 JIMMIE D. NICHOLS, 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 _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

| CITY APPROVALS: | | |
|---|------|--|
| APPROVED: CHAIRMAN, PLANNING AND ZONING COMMISSION | DATE | |
| APPROVED: MAYOR | DATE | |
| APPROVED: CITY ENGINEER | DATE | |

OWNERS:
YOUNG DEAN HOMESTEAD, LTD.
625 W BLOODY JHUNE RD
LUCAS, TX 75062-8105
CONTACT: JOHN A. YOUNG & PATSY A. YOUNG

HAHA CAPITAL INVESTMENT, LLC
6925 MARIGOLD COURT
PLANO, TEXAS 75074
CONTACT: JOO PANG

HAYNES DEVELOPMENT COMPANY
6500 GREENVILLE AVENUE, SUITE 350
DALLAS, TEXAS 75206
CONTACT: RON HAYNES
PHONE: (214) 673-0575

1.662 ACRES
SITUATED IN THE
SURRY E. DONALDSON SURVEY, ABSTRACT NO. 278
CITY OF PARKER'S ETJ, COLLIN COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPLS FIRM REGISTRATION NO. 1488
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DATE: JANUARY 2016
JOB NO. 05003-03