

A G E N D A

The Waxahachie Planning & Zoning Commission will hold a regular meeting on ***Tuesday, December 15, 2020 at 7:00 p.m.*** in the Council Chamber at 401 S. Rogers St., Waxahachie, TX.

Commission Members: Rick Keeler, Chairman
Melissa Ballard, Vice Chairman
Betty Square Coleman
Bonney Ramsey
Jim Phillips
David Hudgins
Erik Test

1. Call to Order
2. Invocation
3. ***Public Comments:*** Persons may address the Planning & Zoning Commission on any issues. This is the appropriate time for citizens to address the Commission on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Commission may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.

4. ***Consent Agenda***

All matters listed under Item 4, Consent Agenda, are considered routine by the Planning & Zoning Commission and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Chairman to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the Planning & Zoning Commission.

- a. Minutes of the regular Planning & Zoning Commission meeting of November 10, 2020
 - b. Minutes of the Planning and Zoning Commission briefing of November 10, 2020
5. ***Consider*** request by Monty Nixon, Summit Surveying, for a **Replat** of the remainder of Lot 1, Block 2 and the remainder of Block 2 Interstate Industrial Park, to create Lot 2, Lot 3, and Lot 4, Block 2, 66 Crossing, 40.063 acres (Property ID 174460) – Owner: Mike Lyle, DML Land, LLC (SUB-144-2020)
 6. ***Consider*** request by Randy Eardly, Wier & Associates, Inc., for a **Plat** of Gala at Waxahachie for 1 lot being 9.000 acres situated in the Silas M. Durrett Survey, Abstract 272, (Property ID 138271) – Owner: Starpeach Texas, LP (SUB-161-2020)
 7. ***Consider*** request by Cody Crannell, CCM Engineering, for a **Final Plat** of Camden Park Estates Phase 3 for 166 lots, being 59.64 acres situated in the Silas M. Durrett Survey, Abstract 272, (Property ID 182052) – Owner: Cooperzadeh, LLC (SUB-108-2020)

8. **Consider** request by Ross Anthony, Anthony Properties, for a **Plat** of Springside Estates for 75 lots being 106.687 acres situated in the John Collet Survey, Abstract 221, J.L. Boissonet Survey, Abstract 105 (Property ID 139002, 180444, and 274487) in the Extra Territorial Jurisdiction – Owner: AP Rock Springs, Inc. (SUB-153-2020)
9. **Consider** request by Michelle Tilotta, LJA Engineering, for a **Final Plat** of Saddlebrook Estates Phase 2A for 220 lots, being 50.669 acres situated in the G. Carpenter Survey, Abstract 190 and the M. Rafferty Survey, Abstract 898, (Property ID 189842) – Owner: 287 Waxahachie, L.P. (SUB-148-2020)
10. **Consider** request by Michelle Tilotta, LJA Engineering, for a **Final Plat** of Saddlebrook Estates Central Tract West Phase 1 for 44 lots, being 12.642 acres situated in the S.M. Durrett Survey, Abstract 272 and the M. Rafferty Survey, Abstract 898, (Property ID 262511) – Owner: 287 Waxahachie, L.P. (SUB-149-2020)
11. **Public Hearing** on a request by Jenny Nivens, Dancing Daiquiris, for **Convenience Store** (Daiquiri Shop) use within a Planned Development-37-General Retail zoning district located at 1014 Ferris Ave, Suite 110 (being a portion of Property ID 176876) – Owner: LEDBETTER REAL ESTATE LTD (ZDC-164-2020)
12. **Consider** recommendation of Zoning Change No. ZDC-164-2020
13. **Public Hearing** on a request by Brian Gray for a Specific Use Permit (SUP) for **Accessory Building (Residential), Greater than or Equal to 700 SF** use within a Planned Development-23-Single-Family Residential-1 zoning district located at 101 Homestead Ln (Property ID 269680) - Owner: BRIAN & MARY GRAY (ZDC-166-2020)
14. **Consider** recommendation of Zoning Change No. ZDC-166-2020
15. **Public Hearing** on a request by Josh Helm, Texas Best Construction, for a Specific Use Permit (SUP) for **Accessory Building, Used as a Dwelling Unit and Accessory Building (Residential), Greater than or Equal to 700 SF** use within a Single-Family Residential-2 zoning district located at 1640 Lone Elm Rd (Property ID 275601) - Owner: BRADLEY & JENNIFER KEITH (ZDC-158-2020)
16. **Consider** recommendation of Zoning Change No. ZDC-158-2020
17. **Public Hearing** on a request by Sean Neal, TGS Architects, for a Specific Use Permit (SUP) for **Electronic Message Sign** use within a General Retail zoning district located at 1905 N Highway 77 (Property ID 262426) - Owner: COMMUNITY NATIONAL BANK & TRUST OF TEXAS (ZDC-155-2020)
18. **Consider** recommendation of Zoning Change No. ZDC-155-2020
19. **Public Hearing** on a request by Nicholas Balsamo, Kalterra Capital Partners, for a **Zoning Change** from a Multiple-Family Residential-2 zoning district to Planned Development-Multiple-Family Residential-2, located near the SW corner of Park Place Blvd at Garden Valley Pkwy (Property ID 275563) - Owner: KALTERRA CAPITAL PARTNERS LLC (ZDC-159-2020)
20. **Consider** recommendation of Zoning Change No. ZDC-159-2020

21. ***Continue Public Hearing*** on a request by Phillip Fisher, Macatee Engineering LLC, for a **Zoning Change** from a Future Development and General Retail zoning district to Planned Development-Mixed-Use Residential, located W of 2374 W Highway 287 Bypass (Property IDs 185971, 185972, 185886, 185978) - Owner: CAROLYN J HAMAN (ZDC-72-2020)
22. ***Consider*** recommendation of Zoning Change No. ZDC-72-2020
23. Adjourn

The P&Z reserves the right to go into Executive Session on any posted item.

This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at (469) 309-4005 or (TDD) 1-800-RELAY TX.

Notice of Potential Quorum

One or more members of the Waxahachie City Council may be present at this meeting.

No action will be taken by the City Council at this meeting.

The Waxahachie Planning & Zoning Commission held a regular meeting on Tuesday, November 10, 2020 at 7:00 p.m. in the Council Chamber at 401 S. Rogers St., Waxahachie, TX.

Members Present: Rick Keeler, Chairman
Melissa Ballard, Vice Chairman
Betty Square Coleman
Bonney Ramsey
Jim Phillips
David Hudgins
Erik Test

Others Present: Shon Brooks, Director of Planning
Colby Collins, Senior Planner
Chris Webb, Planner
Macey Martinez, Graduate Engineer
Tommy Ludwig, Assistant City Manager
Lori Cartwright, City Secretary
Mary Lou Shipley, Council Representative

1. **Call to Order**
2. **Invocation**

Chairman Rick Keeler called the meeting to order and gave the invocation.

3. **Public Comments**

None

4. **Consent Agenda**

- a. Minutes of the regular Planning & Zoning Commission meeting of October 27, 2020
- b. Minutes of the Planning and Zoning Commission briefing of October 27, 2020

Action:

Vice Chairman Melissa Ballard moved to approve items a. and b. on the Consent Agenda. Mr. David Hudgins seconded, All Ayes.

5. **Public Hearing on a request by Phillip Fisher, Macatee Engineering LLC, for a Zoning Change from a Future Development and General Retail zoning district to Planned Development-Mixed-Use Residential, located W of 2374 W Highway 287 Bypass (Property IDs 185971, 185972, 185886, 185978) - Owner: CAROLYN J HAMAN (ZDC-72-2020)**

Chairman Keeler opened the Public Hearing and announced the applicant requested to continue ZDC-72-2020 to the Planning and Zoning Commission meeting of December 15, 2020.

(4A)

6. Consider recommendation for Zoning Change No. ZDC-72-2020

Action:

Mrs. Bonney Ramsey moved to continue the Public Hearing on a request by Phillip Fisher, Macatee Engineering LLC, for a Zoning Change from a Future Development and General Retail zoning district to Planned Development-Mixed-Use Residential, located W of 2374 W Highway 287 Bypass (Property IDs 185971, 185972, 185886, 185978) - Owner: CAROLYN J HAMAN (ZDC-72-2020) to the Planning and Zoning Commission meeting of December 15, 2020. Mr. Jim Phillips seconded, All Ayes.

7. Consider request by Laura Bower, Trans Texas Surveying, for a Plat of James Hardie Building Products Manufacturing Site for 1 lot being 54.295 acres situated in the A Brown Survey, Abstract 102, A Pruettt Survey, Abstract 848, J Shaver Survey, Abstract 1000, and the J Starrett Survey, Abstract 1024 (Property ID 142110, 189384) – Owner: JAMES HARDIE BUILDING PRODUCTS INC (SUB-138-2020)

Planner Chris Webb reported the applicant is requesting to replat two properties into one (1) commercial lot. Mr. Webb stated in lieu of Park Land Dedication fees totaling \$32,577.00, the city is requesting the applicant establish improved screening and vegetation along the portion of their property adjacent to Highway 77. Should the applicant decline to screen the property, they will be required to pay the full Park Land dedication fee. Staff recommended approval.

Action:

Mr. David Hudgins moved to approve a request by Laura Bower, Trans Texas Surveying, for a Plat of James Hardie Building Products Manufacturing Site for 1 lot being 54.295 acres situated in the A Brown Survey, Abstract 102, A Pruettt Survey, Abstract 848, J Shaver Survey, Abstract 1000, and the J Starrett Survey, Abstract 1024 (Property ID 142110, 189384) – Owner: JAMES HARDIE BUILDING PRODUCTS INC (SUB-138-2020) as presented. Mrs. Bonney Ramsey seconded, All Ayes.

8. Public Hearing on a request by Jeri Thomas, Thomas & Burns, for a Replat of Lot 43, Ferris Second Addition, to create Lots 43A and 43B, Ferris Second Addition, 0.425 acres (Property ID 173386) – Owner: JERI A THOMAS (SUB-131-2020)

Chairman Keeler opened the Public Hearing.

Mr. Webb reported the applicant is requesting a replat to divide Lot 43, Ferris Second Addition into Lot 43A and 43B with Lot 43A fronting Ferris Avenue and Lot 43B consisting of the shop in the backyard. for the The applicant is also requesting that a petition of hardship waiver be granted by City Council to allow establishment of Lot 43B and allow the proposed lot from Cow Alley without establishing direct access to Ferris Avenue. Mr. Webb reviewed staff concerns which does not have right-of-way access to the proposed lots. He recommended disapproval based on the applicant not being in compliance with the City of Waxahachie Subdivision Ordinance.

Mr. Larry Burns, applicant, 1316 Ferris Avenue, Waxahachie, requested a petition of hardship waiver from City Council to allow for the replat of the proposed property, and allow Lot 43B to front Cow Alley instead of providing access to the proposed Lot 43B from Ferris Avenue.

(4A)

There being no others to speak for or against SUB-131-2020, Chairman Keeler closed the Public Hearing.

9. Consider approval of SUB-131-2020

Action:

Vice Chairman Melissa Ballard moved to disapprove a request by Jeri Thomas, Thomas & Burns, for a Replat of Lot 43, Ferris Second Addition, to create Lots 43A and 43B, Ferris Second Addition, 0.425 acres (Property ID 173386) – Owner: JERI A THOMAS (SUB-131-2020) per staff comments. Ms. Bonney Ramsey seconded, All Ayes.

10. Public Hearing on a request by Kimberly Caldwell for a Specific Use Permit (SUP) for Family Home use within a Planned Development-Single Family Residential-2 zoning district located at 137 Valley Ranch Drive (Property ID 232345) - Owner: KIMBERLY CALDWELL and RICHARD & CELESTE GRAY (ZDC-140-2020)

Chairman Keeler opened the Public Hearing.

Planner Colby Collins reported during a city health inspection, staff noticed the applicant did not have the required Specific Use Permit approval to operate the existing Family Home. He noted the owner was not aware of the required SUP. The Family Home has been legally licensed and regulated by the Texas Department of Health and Human Services for years. Staff recommended approval.

There being no others to speak for or against ZDC-140-2020, Chairman Keeler closed the Public Hearing.

11. Consider recommendation of Zoning Change No. ZDC-140-2020

Action:

Mrs. Bonney Ramsey moved to approve a request by Kimberly Caldwell for a Specific Use Permit (SUP) for Family Home use within a Planned Development-Single Family Residential-2 zoning district located at 137 Valley Ranch Drive (Property ID 232345) - Owner: KIMBERLY CALDWELL and RICHARD & CELESTE GRAY (ZDC-140-2020). Mr. Erik Test seconded, All Ayes.

12. Public Hearing on a request by Anthony Hopkins, Waxahachie Golf Club, for a Specific Use Permit (SUP) for Private Country Club use within a Single Family Residential-1 zoning district located at 1920 W Highway 287 Business (Property ID 179581) - Owner: VARGAS SUMMIT II LLC (ZDC-142-2020)

Chairman Keeler opened the Public Hearing.

Mr. Collins reported the applicant is requesting approval for a Specific Use Permit to allow the operation of a Private Country Club use with the sale of alcohol. He noted approval will bring the property in compliance and staff recommended approval.

(4a)

There being no others to speak for or against ZDC-142-2020, Chairman Keeler closed the Public Hearing.

13. Consider recommendation of Zoning Change No. ZDC-142-2020

Action:

Mr. David Hudgins moved to approve a request by Anthony Hopkins, Waxahachie Golf Club, for a Specific Use Permit (SUP) for Private Country Club use within a Single Family Residential-1 zoning district located at 1920 W Highway 287 Business (Property ID 179581) - Owner: VARGAS SUMMIT II LLC (ZDC-142-2020). Vice Chairman Melissa Ballard seconded, All Ayes.

14. Public Hearing on a request by Christopher Anderson, JC's, for a Specific Use Permit (SUP) for Convenience Store use within a General Retail zoning district located at 211 Ennis Street, Suite A (being a portion of Property ID 171493) - Owner: DAVID TERRY JR (ZDC-135-2020)

Chairman Keeler opened the Public Hearing.

Mr. Collins reported the applicant is requesting approval to allow a convenience store within an existing retail building. He stated the current two-suite building consists of a barbershop in Suite B and Suite A is vacant. The applicant intends to occupy the vacant suite to operate a convenience store. Staff recommended approval.

Mr. Christopher Anderson, applicant, 616 Martin Luther King Boulevard, Waxahachie, stated he is looking to better his community by providing a convenience store noting he has the required parking spaces for the location.

There being no others to speak for or against ZDC-135-2020, Chairman Keeler closed the Public Hearing.

15. Consider recommendation of Zoning Change No. ZDC-135-2020

Action:

Mr. Jim Phillips moved to approve a request by Christopher Anderson, JC's, for a Specific Use Permit (SUP) for Convenience Store use within a General Retail zoning district located at 211 Ennis Street, Suite A (being a portion of Property ID 171493) - Owner: DAVID TERRY JR (ZDC-135-2020). Ms. Betty Square Coleman seconded, All Ayes.

16. Public Hearing on a request by Akhila Gondi, Triangle Engineering LLC, for a Specific Use Permit (SUP) for Auto Parts and Accessory Sales use within a Planned Development-General Retail zoning district located S of 2980 N Highway 77 (being a portion of Property ID 189379) - Owner: CRYSTAL S SHRIDHARANI (ZDC-137-2020)

Chairman Keeler opened the Public Hearing.

(42)

Mr. Collins reported the applicant is requesting approval to allow an Auto Parts and Accessory Sales store on one (1) acre being an O'Reilly's Auto Parts. He stated staff's concern is the sewer should be installed in the utility easement and not the TxDOT right of way. Mr. Collins stated a mutually agreed upon Development Agreement is required for the property.

There being no others to speak for or against ZDC-137-2020, Chairman Keeler closed the Public Hearing.

17. Consider recommendation of Zoning Change No. ZDC-137-2020

Action:

Vice Chairman Melissa Ballard moved to approve a request by Akhila Gondi, Triangle Engineering LLC, for a Specific Use Permit (SUP) for Auto Parts and Accessory Sales use within a Planned Development-General Retail zoning district located S of 2980 N Highway 77 (being a portion of Property ID 189379) - Owner: CRYSTAL S SHRIDHARANI (ZDC-137-2020) per staff comments and development agreement. Ms. Betty Square Coleman seconded, All Ayes.

18. Public Hearing on a request by Keri Illauer for a Specific Use Permit (SUP) for Accessory Building +700 SF use within a Single Family Residential-2 zoning district located at 103 Poplar Street (Property ID 176750) - Owner: KERI GODDARD (ZDC-147-2020)

Chairman Keeler opened the Public Hearing.

Mr. Collins reported the applicant is requesting to construct an accessory structure in the rear of a single-family zoned property. The applicant intends to use the accessory structure as a pool house and accessory dwelling unit. Staff recommended approval per the following comments:

- Improvements are made to the primary structure prior to beginning construction for the accessory structure
- Staff suggests that the applicant lower the proposed roof pitch to be in character with the surrounding area
- The accessory dwelling cannot be used to rent to outside tenants

After a lengthy discussion with the applicant, Ms. Keri Illauer-Goddard, 103 Poplar Street, Waxahachie, Chairman Keeler closed the Public Hearing.

19. Consider recommendation of Zoning Change No. ZDC-147-2020

Action:

Mr. David Hudgins moved to approve a request by Keri Illauer for a Specific Use Permit (SUP) for Accessory Building +700 SF use within a Single Family Residential-2 zoning district located at 103 Poplar Street (Property ID 176750) - Owner: KERI GODDARD (ZDC-147-2020) subject to staff comments. Mr. Erik Test seconded, All Ayes.

(40)

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20. **Continue Public Hearing on a request by Paula Justice, Secure More Storage, for a Zoning Change from a Light Industrial-2 and Single-Family Residential-2 zoning district to Planned Development-Light Industrial-2, located at 602 Cantrell Street (Property ID 189795) - Owner: SECURE MORE STORAGE CORP (ZDC-130-2020)**

Chairman Keeler announced the applicant withdrew ZDC-130-2020.

21. **Consider recommendation of Zoning Change No. ZDC-130-2020**

Action:

None

22. **Adjourn**

There being no further business, the meeting adjourned at 7:49 p.m.

Respectfully submitted,

Lori Cartwright
City Secretary

(4b)

Planning and Zoning Commission
November 10, 2020

The Waxahachie Planning & Zoning Commission held a briefing session on Tuesday, November 10, 2020 at 6:15 p.m. in the City Council Conference Room at 401 S. Rogers St., Waxahachie, TX.

Members Present: Rick Keeler, Chairman
Melissa Ballard, Vice Chairman
Betty Square Coleman
Bonney Ramsey
Jim Phillips
David Hudgins
Erik Test

Others Present: Shon Brooks, Director of Planning
Colby Collins, Senior Planner
Chris Webb, Planner
Macey Martinez, Graduate Engineer
Lori Cartwright, City Secretary
Mary Lou Shipley, Council Representative

1. Call to Order

Chairman Rick Keeler called the meeting to order.

2. Conduct a briefing to discuss items for the 7:00 p.m. regular meeting

Senior Planner Colby Collins Planner Chris Webb reviewed the following cases:

- ZDC-72-2020 – The applicant requested to continue ZDC-72-2020 to the Planning and Zoning Commission meeting of December 15, 2020.
- SUB-138-2020 – The applicant is requesting to replat two properties into one (1) commercial lot.
- SUB-131-2020 – The applicant is requesting a replat to divide Lot 43, Ferris Second Addition into Lot 43A and 43B with Lot 43A fronting Ferris Avenue and Lot 43B consisting of the shop in the backyard. The applicant is also requesting that a petition of hardship waiver be granted to allow for the establishment of Lot 43B and allow the proposed lot from Cow Alley without establishing direct access to Ferris Avenue.
- ZDC-140-2020 – The applicant is requesting approval to allow an existing Family Home (child daycare at a single-family residence) use.
- ZDC-142-2020 – The applicant is requesting approval for a Specific Use Permit to allow the operation of a Private Country Club use with the sale of alcohol.
- ZDC-135-2020 – The applicant is requesting approval to allow a convenience store within an existing retail building.

(4b)

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- ZDC-137-2020 – The applicant is requesting approval to allow an Auto Parts and Accessory Sales store on one (1) acre.
- ZDC-147-2020 – The applicant is requesting to construct an accessory structure in the rear of a single-family zoned property.
- ZDC-130-2020 – The applicant withdrew the case.

3. Adjourn

There being no further business, the meeting adjourned at 6:48 p.m.

Respectfully submitted,

Lori Cartwright
City Secretary

(5)

Planning & Zoning Department
Plat Staff Report



Case: SUB-144-2020

MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

CAPTION

Consider request by Monty Nixon, Summit Surveying, for a Replat of the remainder of Lot 1, Block 2 and the remainder of Block 2 Interstate Industrial Park, to create Lot 2, Lot 3, and Lot 4, Block 2, 66 Crossing, 40.063 acres (Property ID 174460) – Owner: Mike Lyle, DML Land, LLC (SUB-144-2020)

APPLICANT REQUEST

The applicant is requesting a replat of this lot to allow for Commercial and General Retail Development.

CASE INFORMATION

Applicant: Monty Nixon, Summit Surveying

Property Owner(s): Mike Lyle, DML Land, LLC

Site Acreage: 40.063 acres

Number of Lots: 3 lots

Number of Dwelling Units: 0 units

Park Land Dedication: Cash in lieu Park Land Dedication is \$22,836.00 (38.060 acres at \$600.00 per acre; 2.003 acres are being dedicated for ROW use). This fee has been paid.

Adequate Public Facilities: Adequate public facilities are available for this property.

SUBJECT PROPERTY

General Location: Located west of I-35 and south of FM 66.

Parcel ID Number(s): 174460

Current Zoning: Light Industrial – 1 and General Retail

Existing Use: This site is currently undeveloped.

Platting History: A replat for this site was approved on April 28, 2020. However, the previously approved replat has not been filed with the County, adjustments to easements have been made as well as an update to the layout of Lot 2, Block 2. Because of this, the

Planning and Zoning Commission will need to take action on this replat again.

Site Aerial:



RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Disapproval
- Approval, as presented.
- Approval, per the following conditions:

ATTACHED EXHIBITS

- 1. Plat drawing

APPLICANT REQUIREMENTS

- 1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

A plat shall not be filed with the Ellis County Clerk until:

- 1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
- 2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's subdivision ordinance.

STAFF CONTACT INFORMATION

Prepared by:
 Chris Webb
 Planner
cwebb@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

(5)

STATE OF TEXAS
COUNTY OF ELLIS

Whereas, D&L Land, LLC is the owner of a tract of land situated in the J. C. Armstrong Survey, Abstract No. 6, Ellis County, Texas and being of a total 40.094 acre tract conveyed to them by Trans Company and being more particularly described as follows:

ALL THAT CERTAIN lot, tract, or parcel of land being a part of Lot 1, Block 2 and the remainder of Block 2 as shown on a plat of Interstate Industrial Park, recorded in Volume 3, Sheet 472 in the Plat Records of Ellis County, Texas and being of a total 40.094 acre tract described in a deed to D&L Land, L.L.C., recorded in Instrument Number 1278-148 in the Public Records of Ellis County, Texas and being more completely described as follows:

BEING that 1/2 acre tract on the southeast corner of said Block 2 and said 40.094 acre tract, same being the southeast corner of a tract described in a deed to D&L Land, L.L.C., recorded in Volume 322, Page 405 in the Plat Records of Ellis County, Texas and being in the north line of a total 24.024 acre tract described in a deed to D&L Land, L.L.C., recorded in Instrument Number 181001 in said Public Records.

THENCE North 30 deg 39 min 36 sec East along the northern line of said Aday tract and said Block 2 and said 40.094 acre tract, a distance of 745.59 feet to a 1/2 inch iron rod found for an angle break in the west line of said Block 2 and said 40.094 acre tract;

THENCE North 04 deg 23 min 18 sec East along the south line of said 1/2 inch iron rod and a north line of said 40.094 acre tract, a distance of 38.51 feet to a 1/2 inch iron rod capped "Summit Surveying" set for the northwest corner of Lot 1A, Block 1, an urban on a 1/2-acre tract of Interstate Industrial Park recorded in Volume 322, Page 405 in said Public Records;

THENCE South 07 deg 48 min 37 sec West along the west line of said Lot 1A, Block 1, a distance of 875.11 feet to a 1/2 inch iron rod found for a corner in corner;

THENCE South 27 deg 05 min 36 sec East continuing along said west line a distance of 318.0 feet to a 1/2 inch iron rod found for the southwest corner of said Lot 1A, Block 1;

THENCE North 09 deg 21 min 08 sec East along the south line of Lot 1A, Block 1 and Lot 1A, Block 2 of said 1/2-acre tract of Interstate Industrial Park, a distance of 719.33 feet to a 1/2 inch iron rod capped "Summit Surveying" set for the northeast corner of said Lot 1A, Block 2;

THENCE North 23 deg 32 min 38 sec West along the east line of said Lot 1A, Block 2, a distance of 524.16 feet to a 1/2 inch iron rod found for the northeast corner of said Lot 1A, Block 2 and being in the south right of way line of said 7.34 acre;

THENCE North 08 deg 23 min 18 sec East along the south right of way line and a north line of said 40.094 acre tract, a distance of 712.04 feet to a 1/2 inch iron rod found for a northeast corner of said 4.084 acre tract, same being the northeast corner of a total 3.271 acre tract described in a deed to Just Management, LLC recorded in Volume 2774, Page 7 in said Public Records;

THENCE South 21 deg 36 min 54 sec East along the east line of said 40.094 acre tract and the west line of said 3.271 acre tract, a distance of 372.22 feet to a 1/2 inch iron rod found for an interior of corner of said 40.094 acre tract and being the southeast corner of said 3.271 acre tract;

THENCE North 08 deg 23 min 18 sec East along the eastern north line of said 40.094 acre tract and the south line of said 3.271 acre tract, a distance of 471.81 feet to a 1/2 inch iron rod found for the northeast corner of said 3.271 acre tract and the most westerly northeast corner of said 40.094 acre tract and being in the west right of way line of Interstate Highway 335;

THENCE along the east line of said 40.094 acre tract and said west right of way line as follows:
South 30 deg 31 min 03 sec East, a distance of 335.03 feet to a 1/2 inch iron rod found for corner;
South 27 deg 04 min 21 sec East, a distance of 232.53 feet to a 1/2 inch iron rod found for corner; and
South 40 deg 30 min 54 sec East, a distance of 81.08 feet to a 1/2 inch iron rod found for the southeast corner of said 40.094 acre tract and said Block 2 and the northeast corner of a total 11.822 acre tract described in a deed to G. B. Daniel Properties, LLC, recorded in Volume 2778, Page 841 in said Public Records;

THENCE South 28 deg 27 min 22 sec West along the south line of said 40.094 acre tract and said Block 2 and the north line of said 11.822 acre tract and said 24.024 acre tract, a distance of 2,038.53 feet to the PLACE OF BEGINNING containing 40.094 acres of land.

KNOW ALL MEN BY THESE PRESENTS:

That I, Nancy Nease, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the same instruments were used as set out and were properly placed under my personal supervision in accordance with the Substantial Compliance of the City of Waco, Texas.

Nancy Nease
Nancy Nease
Registered Professional Land Surveyor No. 5244



AND, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That _____, being herein by and through its duly authorized officers, does hereby certify that said designating the herein above described property as 66 CROSSING in addition to the City of Waco, Texas, does not have effect, in the event, as the public use hereof, the above and other provisions herein. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use hereof, for the purposes indicated on this plat. The buildings, fences, trees, shrubs or other improvements or growth shall be maintained or placed upon, over or within the easements or areas, except that landscape improvements may be placed in landscape easements, if approved by the City of Waco, Texas, in addition, (50%) Easements may also be used for the mutual use and convenience of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use for public utilities being subordinate to the Public and City of Waco's use thereof. The City of Waco, Texas and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growth which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Waco, Texas and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, reading meters, and doing in or removing all or parts of their respective systems without the necessity of any bond procuring performance from anyone.

This plat approved subject to all planning, engineering, water, regulatory and resolutions of the City of Waco, Texas effective, my hand, this 10 day of NOVEMBER, 2020.

Michael A. Lytle
Michael A. Lytle
Mayor

STATE OF TEXAS
COUNTY OF ELLIS

By _____, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Mayor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 10 day of NOVEMBER, 2020.

Stacy L. Cameron
Stacy L. Cameron
Notary Public in and for the State of Texas
05 27 2024



My Commission Expires On _____

APPROVED BY Planning and Zoning Commission City of Waco, Texas

Richard M. White
Richard M. White
Chairman
Date: 4-28-2020

Jim Cornsight
Jim Cornsight
Date: 11-10-2020



CASE # SUB-53-2020
REPLAT
66 CROSSING
BEING A REPLAT OF TWO LOTS
THE REMAINDER OF LOT 1, BLOCK 2 &
THE REMAINDER OF BLOCK 2
INTERSTATE INDUSTRIAL PARK
J. C. ARMSTRONG SURVEY A-6
CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS

3.1075 = 38,080 ACRES
R.O.W. DEDICATION = 3,053.3 ACRES
TOTAL = 40,983.3 ACRES

SHEET NO. 1 OF 1

NO.	DESCRIPTION	ACRES	DATE

FINAL PLAT
66 CROSSING
CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS

Summit Surveying, Inc.
Land Boundary • Topography • GPS • Geodetic
2040 Deerbrook Drive, Tyler, Texas 75703 • (903) 561-9544
Texas Surveying Firm No. 10081000

NO.	DESCRIPTION	ACRES	DATE

(10)

Planning & Zoning Department
Plat Staff Report

Case: SUB-161-2020



MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

CAPTION

Consider request by Randy Eardly, Wier & Associates, Inc., for a Plat of Gala at Waxahachie for 1 lot being 9.000 acres situated in the Silas M. Durrett Survey, Abstract 272, (Property ID 138271 – Owner: Starpeach Texas, LP (SUB-161-2020))

APPLICANT REQUEST

The applicant is requesting to plat the subject property in order to construct a multi-family development.

CASE INFORMATION

Applicant: Randy Eardly, Wier & Associates, Inc.

Property Owner(s): Starpeach Texas, LP

Site Acreage: 9.000 acres

Number of Lots: 1 lot

Number of Dwelling Units: 185 units

Park Land Dedication: Cash in lieu of Park Land Dedication is \$74,000.00 (185 residential units at \$400.00 per unit).

Adequate Public Facilities: Adequate public facilities are available for this property.

SUBJECT PROPERTY

General Location: Located east of the intersection of Parks School House Rd and E Main Street.

Parcel ID Number(s): 138271

Current Zoning: PD-MF-2

Existing Use: Undeveloped

Platting History: This property is located in the Silas M. Durrett Survey, Abstract 272.

(U)

Site Aerial:



RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Disapproval
- Approval, as presented.
- Approval, per the following conditions:

ATTACHED EXHIBITS

1. Plat drawing

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

A plat shall not be filed with the Ellis County Clerk until:

1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's subdivision ordinance.

STAFF CONTACT INFORMATION

Prepared by:
 Chris Webb
 Planner
cwebb@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

(6)

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF ELLIS §

WHEREAS, STARPEACH TEXAS, LP IS THE OWNER OF A TRACT OF LAND SITUATED BY THE SILAS M. DURRETT SURVEY, ABSTRACT NO. 272, ELLIS COUNTY, TEXAS, AND BEING OUT OF A 121.504 ACRE TRACT CONVEYED TO THEM BY HICKORY PROPERTIES, INC. AND WAXAHACHIE 121, LP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A TRACT OF LAND LOCATED IN THE SILAS M. DURRETT SURVEY, ABSTRACT NO. 272, ELLIS COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO STARPEACH TEXAS, LP, RECORDED IN VOLUME 2808, PAGE 502, DEED RECORDS, ELLIS COUNTY, TEXAS (D.R.E.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "WINDROSE" IN THE SOUTH RIGHT-OF-WAY LINE OF PARKS SCHOOL HOUSE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) SAID IRON ROD BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID STARPEACH TEXAS TRACT, THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO JACK McCARTER, IN RECORDED IN VOLUME 2474, PAGE 2313, D.R.E.C., AND BEING IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF WAXAHACHIE RECORDED IN VOLUME 2413, PAGE 321, D.R.E.C.;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PARKS SCHOOL HOUSE ROAD, THE SOUTH LINE OF SAID CITY OF WAXAHACHIE TRACT, AND THE NORTH LINE OF SAID STARPEACH TEXAS TRACT AS FOLLOWS:

- (1) N 53°25'14" E. A DISTANCE OF 187.84 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC." FROM WHICH A 1/2" IRON ROD FOUND BEARS S 74°38' W. 0.5 FEET, SAID IRON ROD SET BEING THE BEGINNING OF A CURVE TO THE LEFT;
 - (2) NORTHEASTERLY, AN ARC LENGTH OF 73.19 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1325.00 FEET, A DELTA ANGLE OF 03°08'47", AND A CHORD BEARING OF N 53°30'20" E. 73.14 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC.;"
 - (3) N 52°15'27" E. A DISTANCE OF 385.99 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC.;"
- THENCE S 30°34'38" E. DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID PARKS SCHOOL HOUSE ROAD, THE SOUTH LINE OF SAID CITY OF WAXAHACHIE TRACT, AND THE NORTH LINE OF SAID STARPEACH TEXAS TRACT, A DISTANCE OF 708.63 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC.;"
- THENCE S 52°15'27" W. A DISTANCE OF 483.31 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC.;"
- THENCE N 43°36'37" W. AT A DISTANCE OF 311.15 FEET PASSING A 1/2" IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF SAID McCARTER TRACT, CONTINUING ALONG THE EAST LINE OF SAID McCARTER TRACT AND A WEST LINE OF SAID STARPEACH TEXAS TRACT, IN ALL A TOTAL DISTANCE OF 794.08 FEET TO THE PLACE OF BEGINNING AND CONTAINING 8.000 ACRES (352,638 SQUARE FEET) OF LAND, MORE OR LESS.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____ ACTING BY AND THROUGH ITS DULY AUTHORIZED AGENT, DOES HEREBY ADOPT THIS PLAN DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS LOT 1, BLOCK A, GALA AT WAXAHACHIE, AN ADDITION TO THE CITY OF WAXAHACHIE, TEXAS AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON, THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES, THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAN; NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF WAXAHACHIE. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLICS AND CITY OF WAXAHACHIE'S USE THEREOF. THE CITY OF WAXAHACHIE AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF WAXAHACHIE AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF ACCESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAN APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF WAXAHACHIE, TEXAS.

WITNESS MY HAND AT _____ TEXAS, THIS THE _____ DAY OF _____ 2020.

BY: _____ AUTHORIZED SIGNATURE OF OWNER

TITLE: _____ PRINTED NAME AND TITLE

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY HEREIN STATED AND THE ACT AND DEED OF SAID COUNTY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 2020.

NOTARY PUBLIC, _____ COUNTY, TEXAS
MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

I, AARON L. STRINGFELLOW, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAN FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON AS SET HERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF WAXAHACHIE.

DATE OF PLAN OR MAP: _____
"THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF AARON L. STRINGFELLOW, R.P.L.S. NO. 4373 ON NOVEMBER 4, 2020. IT IS NOT TO BE USED FOR RECORDING, CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THIS DOCUMENT IS NOT TO BE RELED UPON AS A COMPLETE SURVEY AND SHALL NOT BE RECORDED."
AARON L. STRINGFELLOW, R.P.L.S.
STATE OF TEXAS No. 4373
E-MAIL: Aaron.L.Stringfellow@texas.gov

STATE OF TEXAS §
COUNTY OF TARRANT §
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____ 2020.

NOTARY PUBLIC, TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES _____

NOTES

- 1. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48120C030F MAP REVISED JUNE 3, 2013, ALL OF THE SUBJECT TRACT LIES WITHIN ZONE 0.
- 2. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH CENTRAL ZONE 1402, YEAR OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE WTR NETWORK ADMINSTRATED BY ALL TERRA CENTRAL, INC.

VICINITY MAP
NOT TO SCALE

APPROVED BY: PLANNING AND ZONING COMMISSION CITY OF WAXAHACHIE

BY: _____	DATE _____
CHAIRPERSON	
BY: _____	DATE _____
ATTEST	

PRELIMINARY
FOR REVIEW PURPOSES ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PLAT
LOT 1, BLOCK A
GALA AT WAXAHACHIE
BEING 8.000 ACRES OF LAND LOCATED IN THE SILAS M. DURRETT SURVEY, ABSTRACT NO. 272, CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS
CASE NO. SUB-181-2020

OWNER
STARPEACH TEXAS, LP
3710 BEVERLY LANE
ARLINGTON, TX 76015-3821
CONTACT: ANDREW DAD
PH: (817) 832-8864

DEVELOPER
THE GALA AT WAXAHACHIE
2501 NORTH HARWOOD STREET,
SUITE 1520, DALLAS, TX 75201
CONTACT: RYAN COMBS
PH: (512) 983-0422

ENGINEER / SURVEYOR
WIER & ASSOCIATES, INC.
2201 E. LAMAR BLVD., SUITE 200E
ARLINGTON, TEXAS 78006
CONTACT: RANDY EARDLEY, P.E.
AARON L. STRINGFELLOW, R.P.L.S.
PH: (817) 467-7700
FAX: (817) 467-7713

PREPARED BY
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E, ARLINGTON, TEXAS 78006 (817) 467-7700
Last Rev. September 16, 2019. www.wierandassociates.com
Last State of Professional Land Surveyor Registration No. 0002000
PREPARED: NOVEMBER 2020
DATE: 12/4/2020
SHEET 2 OF 2
W.A. No. 16116

PRINTED: 12/4/2020 5:10 PM FILE: WIER-SURVEY-272 LAST SAVED: 12/4/2020 11:35 AM SAVED BY: MATTHEW FILE: FINAL-PLAT-181FIELD

(17)

Planning & Zoning Department

Plat Staff Report

Case: SUB-108-2020



MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

CAPTION

Consider request by Cody Crannell, CCM Engineering, for a Final Plat of Camden Park Estates Phase 3 for 166 lots, being 59.64 acres situated in the Silas M. Durrett Survey, Abstract 272, (Property ID 182052) – Owner: Cooperzadeh, LLC (SUB-108-2020)

APPLICANT REQUEST

The applicant is requesting to final plat the third phase of the Camden Park Estates, Phase 3.

CASE INFORMATION

Applicant: Cody Crannell, CCM Engineering

Property Owner(s): Cooperzadeh, LLC

Site Acreage: 59.64 acres

Number of Lots: 166 lots

Number of Dwelling Units: 164 units

Park Land Dedication: Cash in lieu of Park Land Dedication is \$65,600.00 (164 residential lots at \$400.00 per lot).

Adequate Public Facilities: Adequate public facilities are available for this site.

SUBJECT PROPERTY

General Location: Located near northwest corner of Park School House Rd and US Hwy 287.

Parcel ID Number(s): 182052

Current Zoning: Planned Development

Existing Use: Model homes are currently under construction.

Platting History: This is the final plat to the approved Preliminary Plat PP-18-0078.

(7)

Site Aerial:



RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Disapproval
- Approval, as presented.
- Approval, per the following conditions:

ATTACHED EXHIBITS

1. Plat drawing

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

A plat shall not be filed with the Ellis County Clerk until:

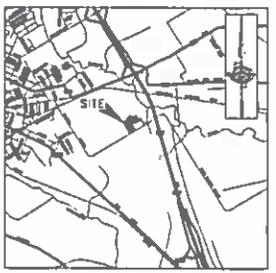
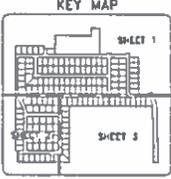
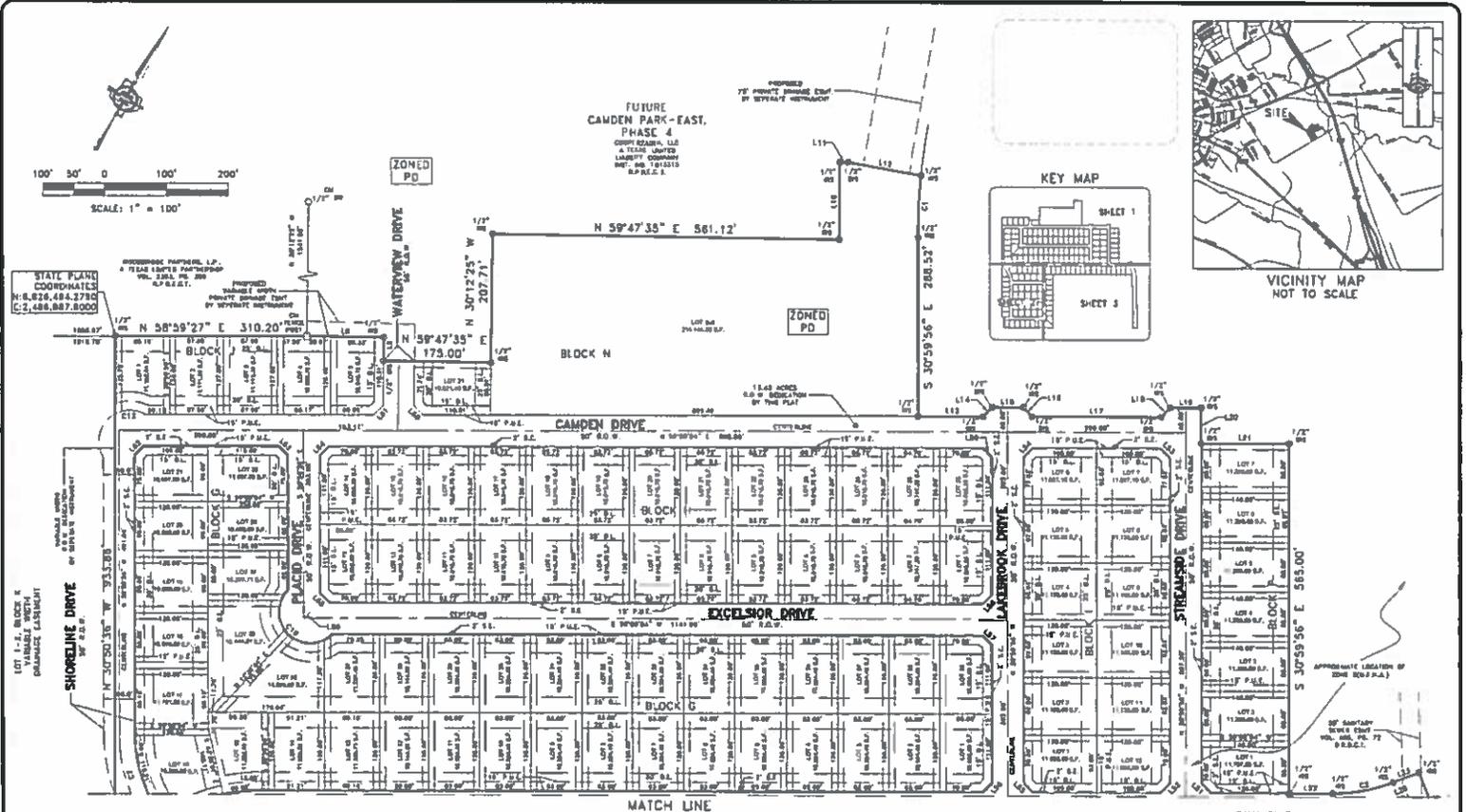
1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's subdivision ordinance.

STAFF CONTACT INFORMATION

Prepared by:
 Chris Webb
 Planner
cwebb@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

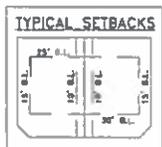
(7)



STATE PLANE COORDINATES
 N: 8,826,484.2780
 E: 2,488,887.8000

- GENERAL NOTES**
- 1) BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 (2011).
 - 2) THE PURPOSE OF THIS PLAN IS TO CREATE 164 RESIDENTIAL LOTS AND 2 OPEN SPACE "X" LOTS.
 - 3) IT IS THE RESPONSIBILITY OF THE HOA TO MAINTAIN ALL OPEN SPACE "X" LOTS IN THIS SUBDIVISION.
 - 4) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
 - 5) THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAN.
 - 6) ACCORDING TO THE F.I.R.M. NO. 48138C0190F & 48138C0200F, THIS PROPERTY DOES NOT LIE IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.

- LEGEND**
- R.P.R.E.C.T. = REAL PROPERTY RECORDS, ELLIS COUNTY, TEXAS
 - CM = CONTROLLING MONUMENT
 - R.O.W. = RIGHT-OF-WAY
 - SQ. FT. = SQUARE FEET
 - ESMT. = EASEMENT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - S.E. = SIDEWALK EASEMENT
 - VOL., PD. = VOLUME, PAGE
 - 1/2" IR = 1/2 INCH IRON ROD FOUND
 - 1/2" IRS = 1/2 INCH IRON ROD SET WITH A PLASTIC YELLOW CAP STAMPED "CBG SURVEYING"

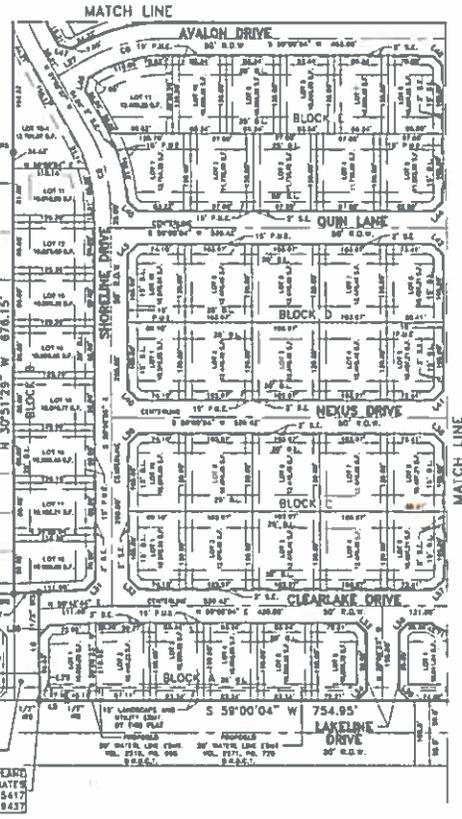


FINAL PLAN
CAMDEN PARK ESTATES, PHASE 3
 LOTS 1-8, BLOCK A, LOT 10-X AND LOTS 11-18, BLOCK B,
 LOTS 1-10, BLOCK C, LOTS 1-10, BLOCK D,
 LOTS 1-15, BLOCK E, LOTS 1-28, BLOCK F,
 LOTS 1-39, BLOCK G, LOTS 1-26, BLOCK H,
 LOTS 1-12, BLOCK I, LOTS 1-5, BLOCK J,
 LOT 9-X, AND LOT 21, BLOCK M, LOTS 1-7, BLOCK P
 164 RESIDENTIAL LOTS, AND 2 OPEN SPACE "X" LOTS
 2,597,791 SQ. FT. / 59.64 ACRES
 PART OF HARRIETT & NOWLIN SUBDIVISION
 AND BEING A TRACT OF LAND SITUATED IN THE
 S3/4 S. HARRIETT SURVEY, ABSTRACT NO. 222
 CITY OF WAXAHAMIE, ELLIS COUNTY, TEXAS
 CASE NO. SUB-104-2020

OWNER: COOPERADEN, LLC
 9400 NORTH CENTRAL EXPRESSWAY, SUITE 475
 DALLAS, TEXAS 75231

(7)

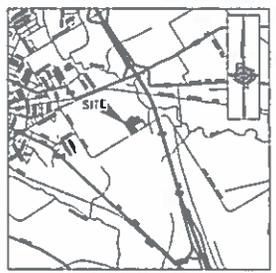
CAMDEN PARK
PHASE 1 ADDITION
INSI. NO. 1728982
R.P.R.E.C.T.



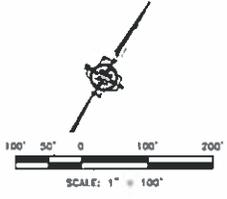
Line #	Direction	Length
L1	S 59°00'04" W	65.00'
L2	N 14°00'04" E	21.21'
L3	N 30°59'56" W	104.90'
L4	N 28°47'43" W	50.12'
L5	S 59°25'54" W	42.37'
L6	N 31°02'23" W	163.34'
L7	S 56°47'03" W	36.60'
L8	N 59°47'35" E	125.00'
L9	S 30°12'25" E	37.88'
L10	N 30°12'25" W	125.00'
L11	N 59°47'35" E	13.26'
L12	N 69°08'20" E	170.54'
L13	N 59°00'04" E	103.00'
L14	N 14°00'04" E	21.21'
L15	N 59°00'04" E	80.00'
L16	S 75°59'56" E	21.21'
L17	N 59°00'04" E	219.00'
L18	N 14°00'04" E	21.21'
L19	N 59°00'04" E	50.00'
L20	S 30°59'56" E	37.20'
L21	N 59°00'04" E	143.00'
L22	N 59°00'04" E	68.27'
L23	N 38°00'30" E	43.03'
L24	S 38°13'36" E	30.00'
L25	S 30°59'56" E	119.80'

Line #	Direction	Length
L26	N 75°59'56" W	14.14'
L27	S 28°57'03" W	47.95'
L28	N 38°00'30" E	15.05'
L29	S 78°12'30" E	20.88'
L30	N 12°50'09" E	21.63'
L31	S 12°51'24" W	21.63'
L32	N 75°59'56" W	21.21'
L33	S 75°59'56" E	21.21'
L34	S 14°00'04" W	21.21'
L35	S 75°59'56" E	21.21'
L36	S 14°00'04" W	21.21'
L37	S 14°00'04" W	21.21'
L38	N 75°59'56" W	21.21'
L39	N 14°00'04" E	21.21'
L40	N 75°59'56" W	21.21'
L41	N 14°00'04" E	21.21'
L42	N 75°59'56" W	21.21'
L43	N 14°00'04" E	21.21'
L44	N 14°00'04" E	21.21'
L45	N 78°46'48" W	21.50'
L46	N 80°02'57" W	21.21'
L47	S 73°57'03" W	21.21'
L48	S 75°59'56" E	21.21'
L49	N 14°00'04" E	21.21'
L50	N 84°59'21" E	21.93'

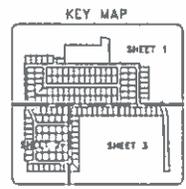
Line #	Direction	Length
L51	S 75°59'56" E	21.21'
L52	S 14°00'04" W	21.21'
L53	N 75°59'56" W	21.21'
L54	S 14°00'04" W	21.21'
L55	S 75°59'56" E	21.21'
L56	N 14°00'04" E	21.21'
L57	S 75°59'56" E	21.21'
L58	N 14°00'04" E	21.21'
L59	S 75°59'56" E	21.21'
L60	S 75°59'56" E	21.21'
L61	S 14°23'49" W	21.58'
L62	N 14°00'04" E	21.21'
L63	N 75°59'56" W	21.21'
L64	N 14°00'04" E	21.21'
L65	N 75°59'56" W	21.21'
L66	N 14°00'04" E	14.14'
L67	S 59°00'04" W	3.32'



VICINITY MAP
NOT TO SCALE

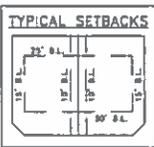


SCALE: 1" = 100'



KEY MAP

Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	1030.00'	100.27'	5°54'40"	S 28°12'36" E	100.23'
C2	273.00'	100.76'	20°59'33"	N 48°30'17" E	100.20'
C3	330.00'	112.32'	18°29'04"	S 42°14'58" E	111.68'
C4	300.00'	102.02'	18°29'04"	N 42°14'58" W	101.33'
C5	300.00'	109.82'	20°59'34"	N 48°30'17" E	109.50'
C6	250.00'	131.12'	30°03'01"	S 43°58'34" W	129.62'
C7	250.00'	131.12'	30°03'01"	S 46°01'26" E	129.62'
C8	250.00'	131.12'	30°03'01"	N 46°01'26" W	129.62'
C9	50.00'	138.08'	181°08'48"	N 14°00'04" E	99.99'
C10	50.00'	138.08'	181°08'48"	S 75°59'56" E	99.99'
C11	270.00'	16.21'	3°24'24"	N 34°13'37" W	16.21'
C12	50.00'	51.06'	58°30'38"	S 60°25'48" W	48.87'



TYPICAL SETBACKS

GENERAL NOTES

- 1) BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 (2011).
- 2) THE PURPOSE OF THIS PLAT IS TO CREATE 164 RESIDENTIAL LOTS AND 2 OPEN SPACE "X" LOTS.
- 3) IT IS THE RESPONSIBILITY OF THE HOA TO MAINTAIN ALL OPEN SPACE "X" LOTS IN THIS SUBDIVISION.
- 4) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- 5) THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.
- 6) ACCORDING TO THE F.R.M. NO. 48138C0190F & 48138C0200F, THIS PROPERTY DOES LIE IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.

LEGEND

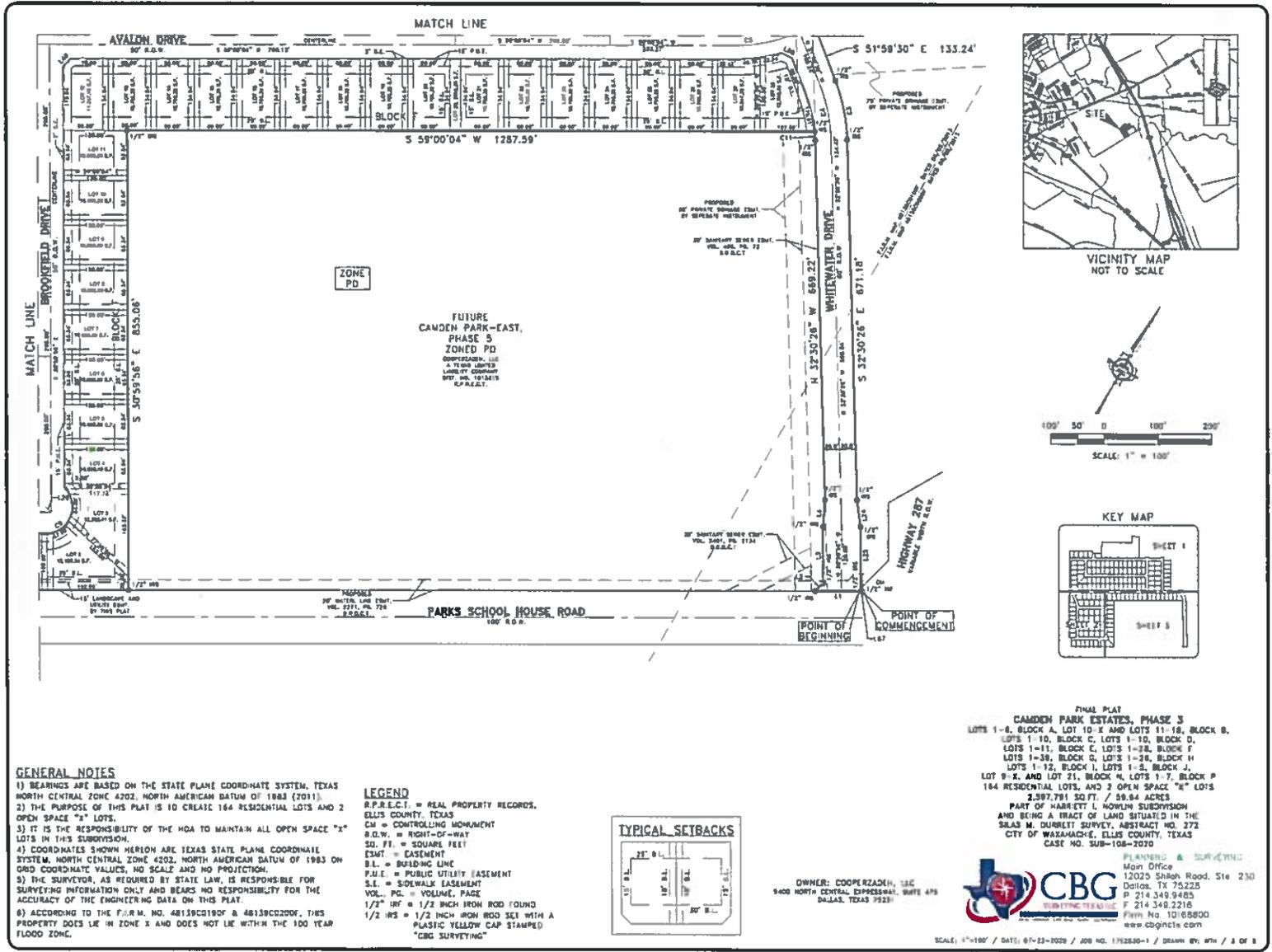
- R.P.R.E.C.T. = REAL PROPERTY RECORDS.
- ELIS COUNTY, TEXAS
- CM = CONTROLLING MONUMENT
- R.O.W. = RIGHT-OF-WAY
- SO. FT. = SQUARE FEET
- CS.WT. = EASEMENT
- BL. = BUILDING LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- S.E. = SIDEWALK EASEMENT
- VOL., PG. = VOLUME, PAGE
- 1/2" IR = 1/2 INCH IRON ROD SET WITH A PLASTIC YELLOW CAP STAMPED "CBG SURVEYING"

OWNER: COOPERZACH, LLC
6400 NORTH CENTRAL EXPRESSWAY, SUITE 475
DALLAS, TEXAS 75221

PLANNING & SURVEYING

 Main Office
 12025 Shoh Road, Ste 230
 Dallas, TX 75228
 P 214.349.9485
 F 214.349.2218
 Firm No. 1D1668600
 www.cbgsurvey.com

(7)



(17)

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, CooperZadeh, LLC, a Texas Limited Liability Company, being the sole owner of a tract of land situated in the State of Texas, Survey, Abstract No. 272, Ellis County, Texas, and being a portion of that tract of land conveyed to said CooperZadeh, LLC, by Special Warranty Deed with Vendor's Lien, recorded in Instrument No. 1813313, Deed Records, Ellis County, Texas, and being more particularly described as follows:

COMMENCING from a 1/2 inch iron rod found for corner, said corner being the Southeast corner of said CooperZadeh, LLC tract, and being the intersection of the Northwest Right-of-Way line of Parks School House Road (100 foot Right-of-Way), and the Westerly Right-of-Way line of Highway 287 (variable width Right-of-Way);

THENCE South 59 degrees 00 minutes 04 seconds West, along the Northeast Right-of-Way line of said Parks School House Road, a distance of 3.32 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the POINT OF BEGINNING;

THENCE South 59 degrees 00 minutes 04 seconds West, along the Northeast Right-of-Way line of said Parks School House Road, a distance of 85.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 14 degrees 00 minutes 04 seconds East, a distance of 21.21 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 30 degrees 59 minutes 58 seconds West, a distance of 104.80 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 28 degrees 47 minutes 43 seconds West, a distance of 50.12 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 32 degrees 30 minutes 26 seconds West, a distance of 689.22 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the beginning of a tangent curve to the left, having a radius of 210.00 feet, a deflection of 05 degrees 28 minutes 24 seconds, and a chord bearing and distance of North 34 degrees 15 minutes 37 seconds West, 18.21 feet;

THENCE, along said curve to the left, an arc length of 18.21 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 59 degrees 00 minutes 04 seconds West, a distance of 127.59 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 30 degrees 59 minutes 58 seconds East, a distance of 839.06 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being in the Northwest Right-of-Way line of said Parks School House Road;

THENCE South 38 degrees 00 minutes 04 seconds West, along the Northwest Right-of-Way line of said Parks School House Road, a distance of 734.95 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 39 degrees 25 minutes 34 seconds West, along the Northwest Right-of-Way line of said Parks School House Road, a distance of 42.37 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the South corner of said CooperZadeh, LLC tract, and the East corner of said Camden Park Phase 1 Addition, an addition to the City of Waskom, Ellis County, Texas, according to the Map thereof recorded in Instrument No. 1725882, Real Property Records, Ellis County, Texas;

THENCE North 51 degrees 02 minutes 25 seconds West, along the Northeast line of said Camden Park Phase 1 Addition, a distance of 165.34 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the West corner of said Camden Park Phase 1 Addition, said corner being in the Northwest Right-of-Way line of Clearlake Drive (50 foot Right-of-Way);

THENCE South 56 degrees 47 minutes 03 seconds West, along the Northwest Right-of-Way line of said Clearlake Drive, a distance of 38.80 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the East corner of Lot 1, Block B, of said Camden Park Phase 1 Addition;

THENCE North 30 degrees 51 minutes 29 seconds West, along the Northeast line of said Block B, Camden Park Phase 1 Addition, a distance of 878.15 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 30 degrees 50 minutes 36 seconds West, along the Northeast line of said Camden Park Phase 1 Addition, a distance of 813.88 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the North corner of said Camden Park Phase 1 Addition, said corner being in the Southeast line of that tract of land conveyed to Woodbridge Partners, L.P., a Texas Limited Partnership, by deed recorded in Volume 2351, Page 308, Real Property Records, Ellis County, Texas;

THENCE North 58 degrees 58 minutes 27 seconds East, along the Southeast line of said Woodbridge Partners, L.P. tract, a distance of 310.20 feet to a fence post found for corner, said corner being the East corner of said Woodbridge Partners, L.P. tract, and being an interior "at" corner of said CooperZadeh, LLC tract;

THENCE North 58 degrees 47 minutes 35 seconds East, a distance of 125.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 30 degrees 12 minutes 25 seconds East, a distance of 37.88 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 59 degrees 47 minutes 35 seconds East, a distance of 175.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 30 degrees 12 minutes 25 seconds West, a distance of 207.71 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 59 degrees 47 minutes 35 seconds East, a distance of 581.12 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 30 degrees 12 minutes 25 seconds West, a distance of 125.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 58 degrees 47 minutes 35 seconds East, a distance of 13.08 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 89 degrees 08 minutes 20 seconds East, a distance of 120.34 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the beginning of a non-tangent curve to the left, having a radius of 1030.00 feet, a deflection of 05 degrees 34 minutes 40 seconds, and a chord bearing and distance of South 28 degrees 12 minutes 58 seconds East, 106.23 feet;

THENCE, along said curve to the left, an arc length of 100.27 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 30 degrees 59 minutes 58 seconds East, a distance of 288.52 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 58 degrees 00 minutes 04 seconds East, a distance of 105.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 14 degrees 00 minutes 04 seconds East, a distance of 21.21 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 38 degrees 00 minutes 04 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 75 degrees 59 minutes 58 seconds East, a distance of 21.21 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 59 degrees 00 minutes 04 seconds East, a distance of 210.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 14 degrees 00 minutes 04 seconds East, a distance of 21.21 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 59 degrees 00 minutes 04 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 30 degrees 59 minutes 58 seconds East, a distance of 57.20 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 59 degrees 00 minutes 04 seconds East, a distance of 140.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 30 degrees 59 minutes 58 seconds East, a distance of 585.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 59 degrees 00 minutes 04 seconds East, a distance of 68.27 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the beginning of a tangent curve to the left, having a radius of 275.00 feet, a deflection of 20 degrees 58 minutes 35 seconds, and a chord bearing and distance of North 48 degrees 30 minutes 17 seconds East, 100.20 feet;

THENCE, along said curve to the left, an arc length of 100.75 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE North 38 degrees 00 minutes 30 seconds East, a distance of 45.03 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 31 degrees 58 minutes 10 seconds East, a distance of 133.24 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner, said corner being the beginning of a tangent curve to the right, having a radius of 330.00 feet, a deflection of 18 degrees 28 minutes 04 seconds, and a chord bearing and distance of South 42 degrees 16 minutes 56 seconds East, 111.68 feet;

THENCE, along said curve to the right, an arc length of 112.22 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 32 degrees 30 minutes 26 seconds East, a distance of 671.18 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 38 degrees 15 minutes 56 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod set with plastic yellow cap stamped "CBG Surveying" for corner;

THENCE South 30 degrees 59 minutes 58 seconds East, a distance of 119.80 feet to the POINT OF BEGINNING, and containing 2,587,781 square feet or 58.84 acres of land.

GENERAL NOTES

- 1) BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 (2011).
- 2) THE PURPOSE OF THIS PLAT IS TO CREATE 164 RESIDENTIAL LOTS AND 2 OPEN SPACE "X" LOTS.
- 3) IT IS THE RESPONSIBILITY OF THE HOA TO MAINTAIN ALL OPEN SPACE "X" LOTS IN THIS SUBDIVISION.
- 4) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- 5) THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.
- 6) ACCORDING TO THE F.U.M. NO. 48138C0180F & 48138C0200F, THIS PROPERTY DOES LIE IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.

FINAL PLAT
CAMDEN PARK ESTATES, PHASE 3
 LOTS 1-8, BLOCK A, LOT 10-11 AND LOTS 11-18, BLOCK B,
 LOTS 1-10, BLOCK C, LOTS 1-10, BLOCK D,
 LOTS 1-11, BLOCK E, LOTS 1-28, BLOCK F,
 LOTS 1-39, BLOCK G, LOTS 1-26, BLOCK H,
 LOTS 1-12, BLOCK I, LOTS 1-5, BLOCK J,
 LOT 9-X, AND LOT 21, BLOCK M, LOTS 1-7, BLOCK P
 164 RESIDENTIAL LOTS, AND 2 OPEN SPACE "X" LOTS
 2,587,781 SQ.FT. / 58.84 ACRES
 PART OF HARRETT L. HOWLIN SUBDIVISION
 AND BEING A TRACT OF LAND SITUATED IN THE
 TOWNSHIP OF DARRITT SURVEY, ABSTRACT NO. 272
 CITY OF WASKOM, ELLIS COUNTY, TEXAS
 CASE NO. 348-108-2020

OWNER: COOPERZADEH, LLC
408 NORTH CENTRAL EXPRESSWAY, SUITE 473
DALLAS, TEXAS 75221

PLANNING & SURVEYING
 Main Office
 12025 Shiloh Road, Ste 230
 Dallas, TX 75228
 P 214.349.9435
 F 214.349.2218
 Firm No. 10168800
 www.cbginca.com

(7)

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CooperZaden, LLC, a Texas Limited Liability Company, acting herein by and through its duly authorized officer, Ted Zaden, does hereby adapt this plat designating the herein above described property as **CAMDEN PARK EAST PHASE 3**, an addition to the City of Waco, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Waco, Texas. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Waco's use thereof. The City of Waco, Texas and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Waco, Texas and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing at or parts of their respective systems without the necessity of any time procuring permission from anyone.

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

WITNESS, my hand at Waco, Texas, this the _____ day of _____ 2020.

Cooper Zaden, LLC
a Texas Limited Liability Company

BY: _____
Ted Zaden

STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears Ted Zaden, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 2020.

Notary Public in and for Ellis County, Texas.

SURVEYOR'S STATEMENT:

I, Bryan Connolly, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Land Surveying, and that the digital drawing file accompanying this plat is a precise representation of this signed Final Plat.

Dated this the _____ day of _____ 2020.

RELEASED FOR REVIEW ON 12/03/2020, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

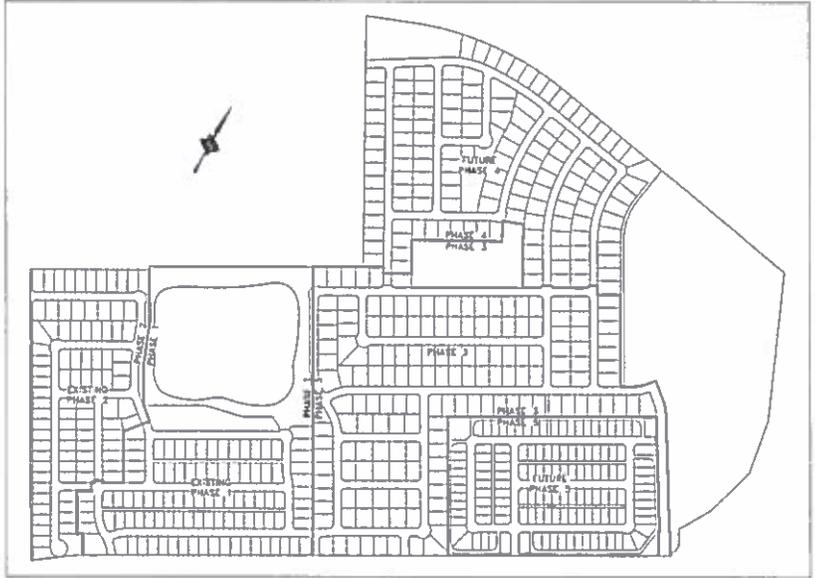
Bryan Connolly
Texas Registered Professional Land Surveyor No. 5513

APPROVED BY: Planning and Zoning Commission City of Waco, Texas

By: _____ Date _____
Chairperson
_____ Date _____
Attest

GENERAL NOTES

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- 2) THE PURPOSE OF THIS PLAT IS TO CREATE 164 RESIDENTIAL LOTS AND 2 OPEN SPACE "X" LOTS.
- 3) IT IS THE RESPONSIBILITY OF THE HOA TO MAINTAIN ALL OPEN SPACE "X" LOTS IN THIS SUBDIVISION.
- 4) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4222, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- 5) THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.
- 6) ACCORDING TO THE F.B.M. NO. 48138CD190F & 48138CD200F, THIS PROPERTY DOES LIE IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.



FINAL PLAT
CAMDEN PARK ESTATES, PHASE 3
 LOTS 1-8, BLOCK A, LOT 10-X AND LOTS 11-16, BLOCK B,
 LOTS 1-10, BLOCK C, LOTS 1-10, BLOCK D,
 LOTS 1-11, BLOCK E, LOTS 1-26, BLOCK F
 LOTS 1-38, BLOCK G, LOTS 1-26, BLOCK H
 LOTS 1-12, BLOCK I, LOTS 1-5, BLOCK J,
 LOT 9-X, AND LOT 21, BLOCK K, LOTS 1-7, BLOCK P
 164 RESIDENTIAL LOTS, AND 2 OPEN SPACE "X" LOTS
 3,287,791 SQ. FT. / 58.84 ACRES
 PART OF HARRETT L. HOWLEN SUBDIVISION
 AND BEING A TRACT OF LAND SITUATED IN THE
 5L4S W. BURRETT SURVEY, ABSTRACT NO. 272
 CITY OF WACAHOCHE, ELLIS COUNTY, TEXAS
 CASE NO. SUB-108-2020

OWNER: COOPERZADEN, LLC
 9420 NORTH CENTRAL EXPRESSWAY, SUITE 479
 DALLAS, TEXAS 75241

PLANNING & SURVEYING
 Main Office
 12025 Shelton Road, Ste 230
 Dallas, TX 75228
 P. 214.349.0403
 F. 214.349.2216
 Firm No. 10168900
 www.cbgnclx.com

Planning & Zoning Department

Plat Staff Report

Case: SUB-153-2020



MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

CAPTION

Consider request by Ross Anthony, Anthony Properties, for a Plat of Springside Estates for 75 lots being 106.687 acres situated in the John Collet Survey, Abstract 221, J.L. Boissonet Survey, Abstract 105 (Property ID 139002, 180444, and 274487) in the Extra Territorial Jurisdiction – Owner: AP Rock Springs, Inc. (SUB-153-2020)

APPLICANT REQUEST

The applicant is requesting to plat the second phase of the Springside Estates Subdivision in the Waxahachie ETJ.

CASE INFORMATION

Applicant: Ross Anthony, Anthony Properties

Property Owner(s): AP Rock Springs, Inc.

Site Acreage: 106.687 acres

Number of Lots: 75 lots

Number of Dwelling Units: 72 units

Park Land Dedication: N/A (ETJ)

Adequate Public Facilities: A water letter from Rockett SUD states that both adequate domestic flow and fire flow are available to this site.

SUBJECT PROPERTY

General Location: Located along and north of Broadhead Rd. The existing Lakota Pkwy will connect with this subdivision.

Parcel ID Number(s): 139002, 180444, and 274487

Current Zoning: N/A (ETJ)

Existing Use: Currently undeveloped

Platting History: This property is located in the John Collet Survey, Abstract 221 and the J.L. Boissonet Survey, Abstract 105.

Site Aerial:



RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Disapproval
- Approval, as presented.
- Approval, per the following conditions:

ATTACHED EXHIBITS

1. Plat drawing
2. Water letter

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

A plat shall not be filed with the Ellis County Clerk until:

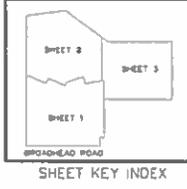
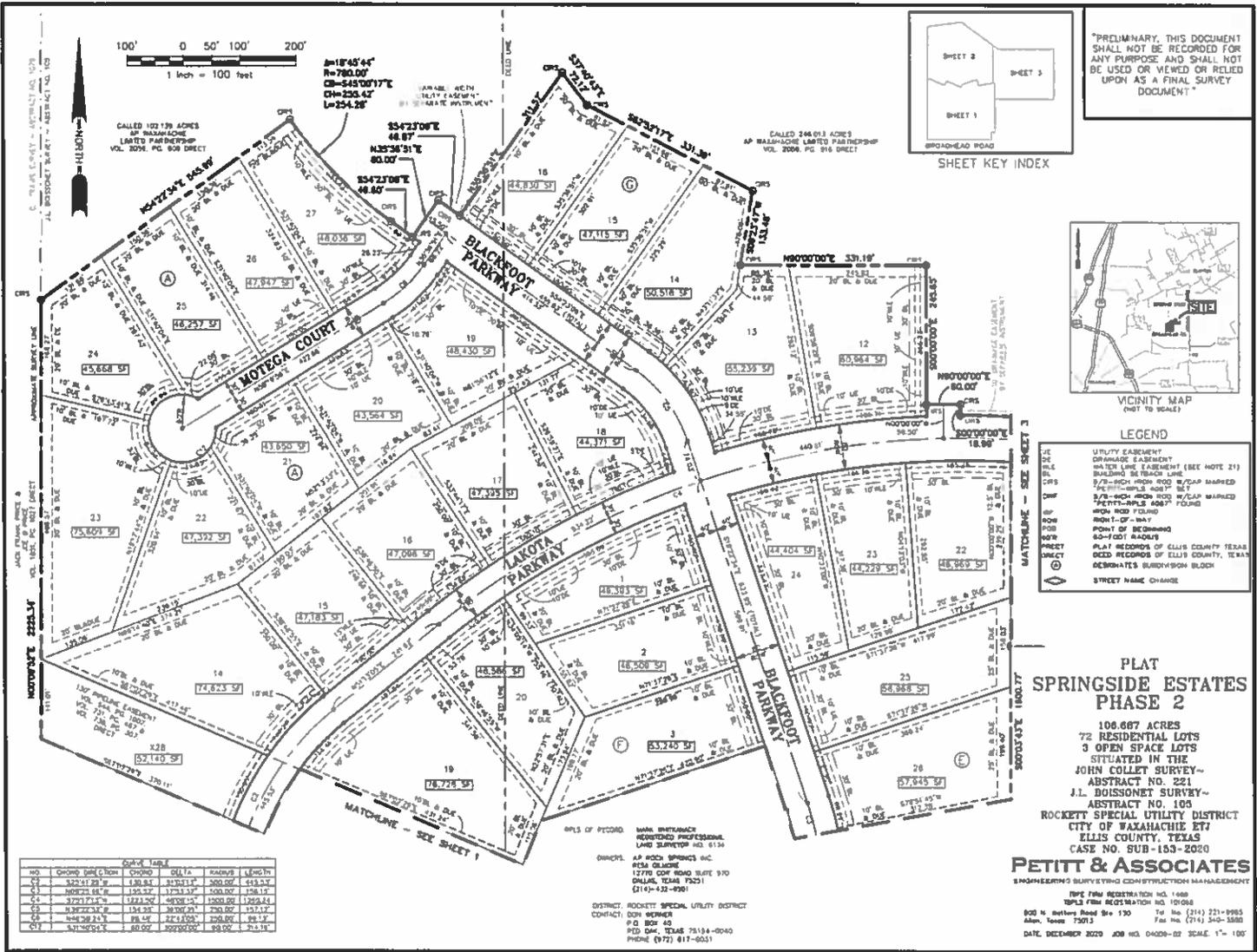
1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's subdivision ordinance.

STAFF CONTACT INFORMATION

Prepared by:
 Chris Webb
 Planner
cwebb@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

(8)



"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"



LEGEND

- UTILITY EASEMENT
- DRAINAGE EASEMENT
- WATER LINE EASEMENT (SEE NOTE 21)
- BUILDING SETBACK LINE
- 3/8" - 1" HIGH ROAD W/ CAP MARKED
- 3/8" - 1" HIGH ROAD W/ CAP MARKED
- 3/8" - 1" HIGH ROAD W/ CAP MARKED
- POINT OF BEGINNING
- 60-FOOT RIGHTS-OF-WAY
- PLAT RECORDS OF ELLIS COUNTY, TEXAS
- DEED RECORDS OF ELLIS COUNTY, TEXAS
- DEMONSTRATE SUBDIVISION BLOCK
- STREET NAME CHANGE

PLAT SPRINGSIDE ESTATES PHASE 2

108.667 ACRES
 72 RESIDENTIAL LOTS
 3 OPEN SPACE LOTS
 SITUATED IN THE
 JOHN COLLET SURVEY-
 ABSTRACT NO. 221
 J.L. BOISSONNET SURVEY-
 ABSTRACT NO. 100
 ROCKETT SPECIAL UTILITY DISTRICT
 CITY OF WAXAHACHIE ET7
 ELLIS COUNTY, TEXAS
 CASE NO. SUB-183-2020

PETITT & ASSOCIATES

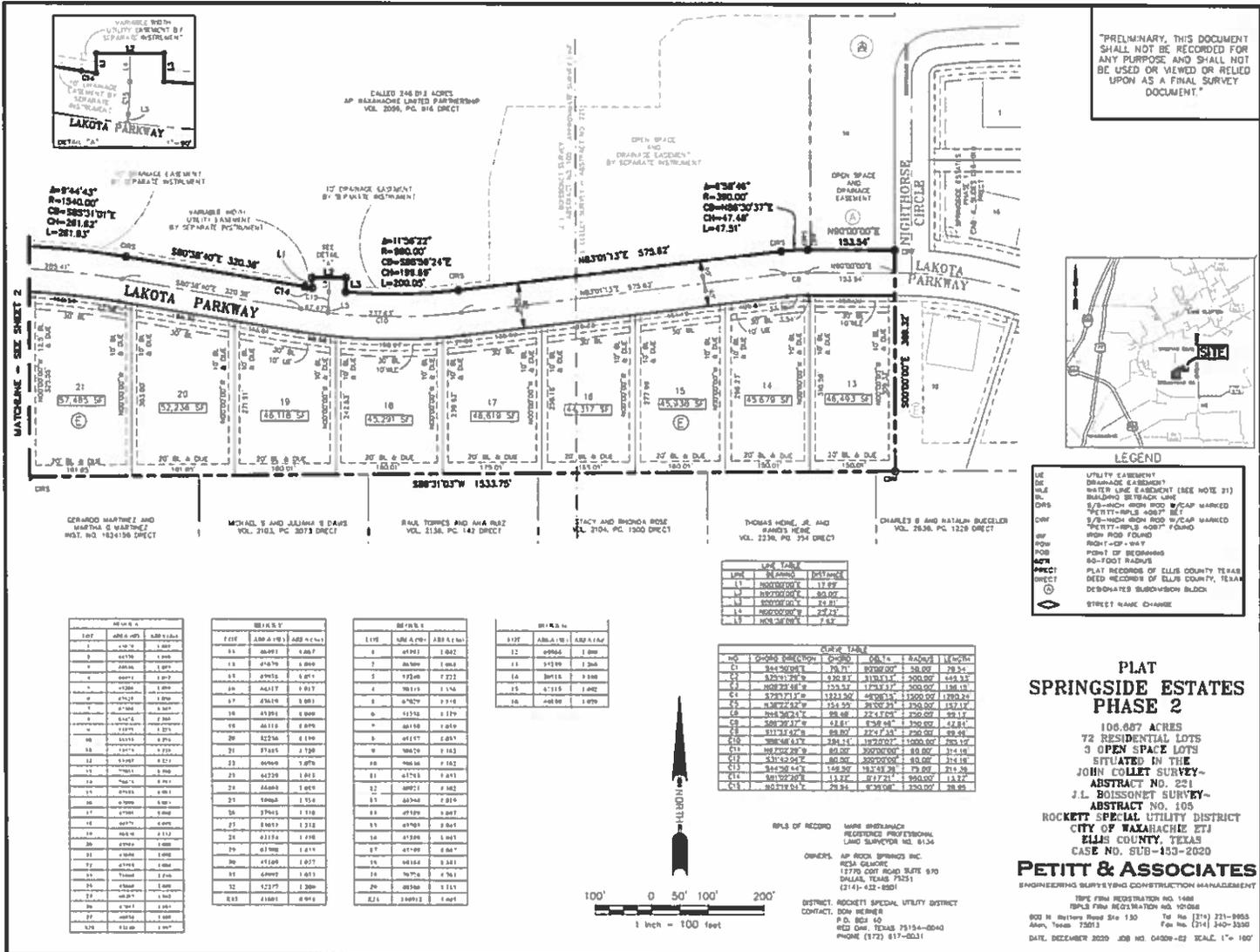
REGISTERED SURVEYING CONSTRUCTION MANAGEMENT
 1100 N. BAYVIEW ROAD SUITE 100
 WAXAHACHIE, TEXAS 75098
 PHONE (214) 221-9988
 FAX (214) 240-2882
 DATE: DECEMBER 2020 JOB NO: H4009-03 SCALE: 1"=100'

NO.	COMP.	DATE	BY	REVISION	LENGTH
01	3/22/21	3/22/21	3/22/21	200.00'	413.27'
02	3/22/21	3/22/21	3/22/21	1000.00'	178.17'
03	3/22/21	3/22/21	3/22/21	1000.00'	178.17'
04	3/22/21	3/22/21	3/22/21	1000.00'	178.17'
05	3/22/21	3/22/21	3/22/21	1000.00'	178.17'
06	3/22/21	3/22/21	3/22/21	1000.00'	178.17'
07	3/22/21	3/22/21	3/22/21	1000.00'	178.17'

PLANS OF RECORD: MARK WHITEHEAD REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6134
 OWNERS: AP ROCK SPRINGS, INC. P.O. BOX 1000 12700 COW ROAD SUITE 370 DALLAS, TEXAS 75221 (214) 423-8800
 DISTRICT: ROCKETT SPECIAL UTILITY DISTRICT
 CONTACT: DON WEBSTER P.O. BOX 40 RFD CMC, TEXAS 75154-0040 PHONE (972) 817-0031

1:0001\0400903\SPRINGSIDESTATES\PHASE2\1110.dwg 11/10/20 11:10 am msh/psk

(8)



"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."



LINE	BEARING	DISTANCE
1	N00°00'00"E	11.87'
2	N00°00'00"E	83.00'
3	S00°00'00"E	11.87'
4	N00°00'00"E	11.87'
5	N00°00'00"E	7.87'

NO.	CHORD DIRECTION	CHORD DISTANCE	ARC LENGTH	AREA	PERIMETER
1	S84°40'00"E	76.71	807.00'	58.00	28.34
2	S24°12'00"E	530.27	3120.17'	500.00	149.33
3	S02°02'00"E	1253.17	17215.17'	500.00	138.13
4	S73°17'18"E	1833.50	4826.17'	1500.00	170.24
5	S13°22'42"E	154.20	2830.21'	350.00	137.17
6	S48°30'17"E	99.68	274.70'	370.00	129.17
7	S80°20'37"E	61.81	878.48'	370.00	128.81
8	S11°31'07"E	86.80	2277.70'	370.00	129.80
9	S08°46'17"E	594.14	10770.00'	1000.00	203.17
10	S82°28'28"E	80.00	2000.00'	80.00	314.16
11	S31°50'42"E	80.00	880.00'	80.00	314.16
12	S44°20'41"E	148.50	1813.29'	70.00	214.56
13	S81°02'20"E	113.82	877.21'	350.00	133.27
14	N01°15'01"E	28.84	878.04'	325.00	38.82

PLAT SPRINGSIDE ESTATES PHASE 2
 106.687 ACRES
 72 RESIDENTIAL LOTS
 3 OPEN SPACE LOTS
 SITUATED IN THE JOHN COLLET SURVEY- ABSTRACT NO. 221
 J.L. BOISSONNET SURVEY- ABSTRACT NO. 105
 ROCKETT SPECIAL UTILITY DISTRICT
 CITY OF TARRANT, TEXAS
 ELLIS COUNTY, TEXAS
 CASE NO. SUB-453-2020
PETITT & ASSOCIATES
 ENGINEERING SURVEYING CONSTRUCTION MANAGEMENT

NO.	AREA	PERIMETER
1	100.00	100.00
2	100.00	100.00
3	100.00	100.00
4	100.00	100.00
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NO.	AREA	PERIMETER
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NO.	AREA	PERIMETER
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(8)



PLANNING & ZONING DEPARTMENT
401 South Rogers Street | Waxahachie, Texas 75168
(469) 309-4290 | www.waxahachie.com/Departments/PlanningandZoning



WATER UTILITY PROVIDER'S ENDORSEMENT

Applicant Name: AP Rock Springs Parcel ID #: 180444, 274487, 139002
Subdivision Name: Springside Estates phase II

The City of Waxahachie requires new lots in subdivisions have adequate water flow and pressure to comply with TCEQ and latest Insurance Service Office (ISO) guidelines. Subdivisions served by water providers outside of the City of Waxahachie will need to ensure they can provide water flow/pressure per TCEQ and fire flow per the latest ISO guidelines.

Applicants, please submit this form to your water provider for completion. This completed form must be turned in at the time you submit your application packet to the Planning Department.

Contact Information:

- Buena Vista-Bethel SUD (972) 937-1212
- Carroll Water Company (972) 617-0817
- Mountain Peak SUD (972) 775-3765
- Rockett SUD (972) 617-3524
- Sardis-Lone Elm WSC (972) 775-8566
- Nash Foreston WSC (972) 483-3039

To be completed by the water utility provider:

	Yes	No
1. I have reviewed a copy of the proposed plat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The platted lots fall within our CCN area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Our water system can provide water flow and pressure for domestic service per TCEQ regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Our water system can provide the water flow and pressure for firefighting per ISO guidelines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The water line size servicing the lots is <u>16+12</u> inches.	<input type="checkbox"/>	<input type="checkbox"/>

Morgan Massey, Development Coordinator

Print Name of General Manager of water provider or Designee

Rockett S.U.D

Name of water provider company

Signature of General Manager of water provider or Designee

10-01-2020

Date

(9)

Planning & Zoning Department Plat Staff Report



Case: SUB-148-2020

MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

CAPTION

Consider request by Michelle Tilotta, LJA Engineering, for a Final Plat of Saddlebrook Estates Phase 2A for 220 lots, being 50.669 acres situated in the G. Carpenter Survey, Abstract 190 and the M. Rafferty Survey, Abstract 898, (Property ID 189842) – Owner: 287 Waxahachie, L.P. (SUB-148-2020)

APPLICANT REQUEST

The applicant is requesting to plat the subject property for the development of an additional phase of the Saddlebrook Subdivision.

CASE INFORMATION

Applicant: Michelle Tilotta, LJA Engineering

Property Owner(s): 287 Waxahachie, L.P.

Site Acreage: 50.669 acres

Number of Lots: 220 lots

Number of Dwelling Units: 211 units

Park Land Dedication: Cash in lieu of Park Land Dedication is \$84,400.00 (211 residential lots at \$400.00 per lot).

Adequate Public Facilities: Adequate public facilities are available to this property.

SUBJECT PROPERTY

General Location: Neighboring the existing phases of Saddlebrook Estates

Parcel ID Number(s): 189842

Current Zoning: PD-SF-1, PD-SF-2, PD-SF-3

Existing Use: Currently undeveloped

Platting History: This proposed final plat was part of the approved preliminary plat PP-17-0169. PP-17-0169 was approved by City Council on October 15, 2018.

(9)

Site Aerial:



PLANNING ANALYSIS

This Final Plat is representative of the Agreement of Understanding between the City and the property owner signed on October 15, 2018. This agreement ensures a third point of access to US 287. This plat corresponds to that agreement and establishes this connection. Per the agreement, the issuance of no more than 100 residential building permits may be issued prior to this connection to US 287.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Disapproval
- Approval, as presented.
- Approval, per the following conditions:

ATTACHED EXHIBITS

1. Plat drawing

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

A plat shall not be filed with the Ellis County Clerk until:

1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's subdivision ordinance.

(9)

STAFF CONTACT INFORMATION

Prepared by:

Chris Webb

Planner

cwebb@waxahachie.com

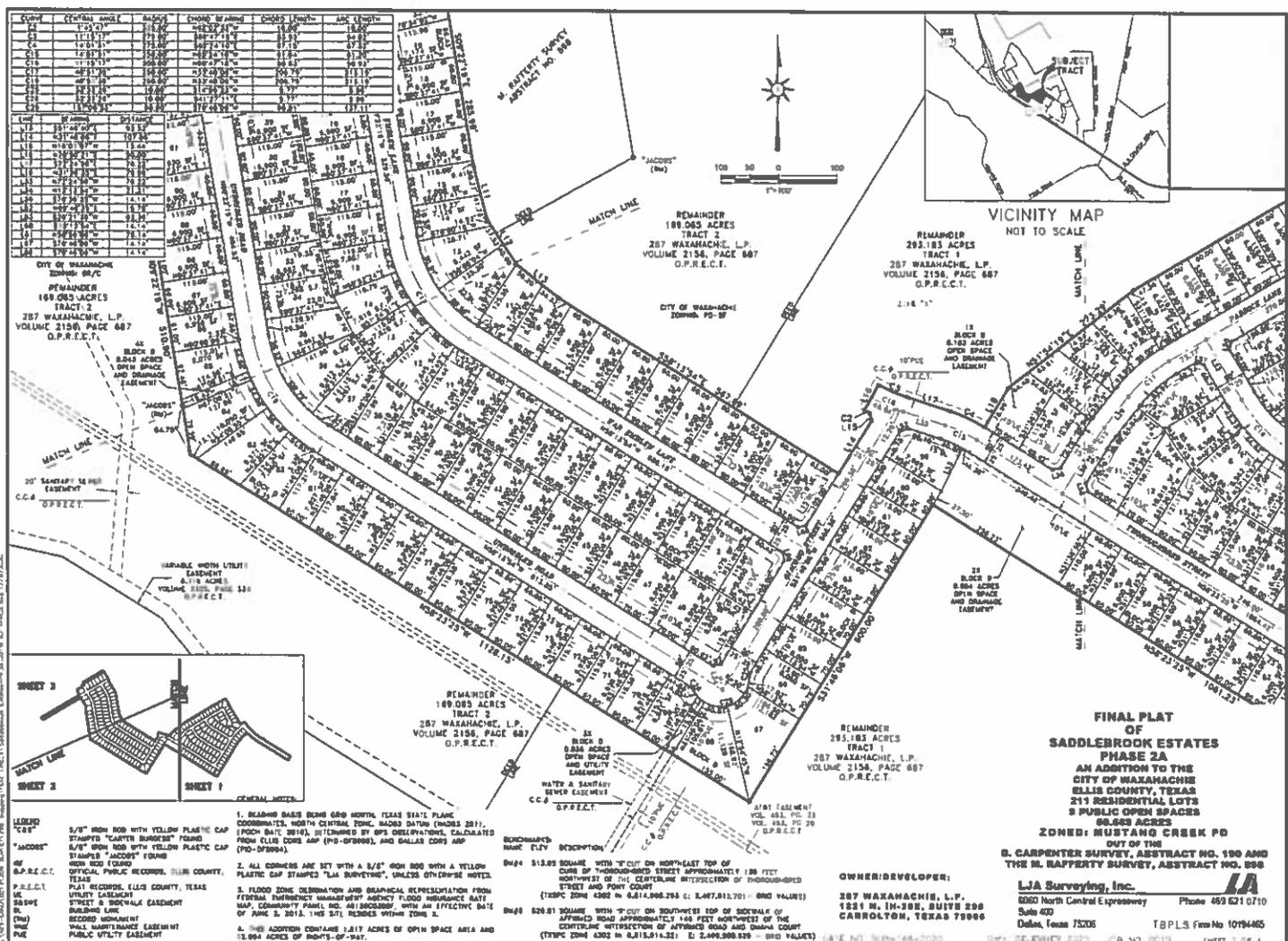
Reviewed by:

Shon Brooks, AICP

Director of Planning

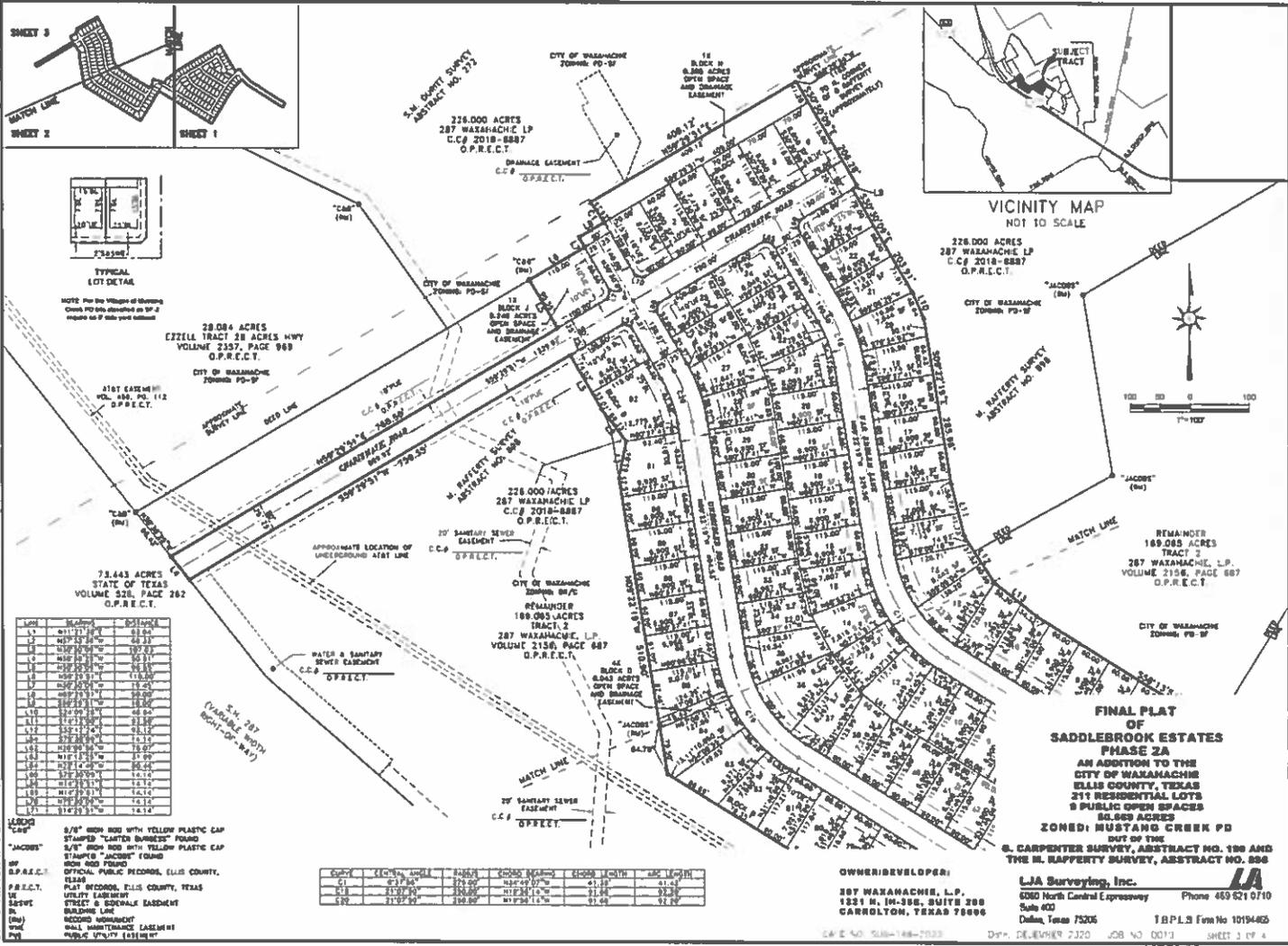
sbrooks@waxahachie.com

(9)



(9)

SADLEBROOK ESTATES, PHASE 2A



Lot	Area	Distance
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3	11.11	11.11
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100	11.11	11.11

LEGEND
 "CAR" 6/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BUSINESS" FOUND
 "JACOBS" 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND
 "M" IRON ROD FOUND
 D.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
 P.R.E.C.T. PLAT RECORDS, ELLIS COUNTY, TEXAS
 U.S. UTILITY EASEMENT
 STREETS & SIDEWALK EASEMENT
 BUILDING LINE
 RECORD ABANDONED
 (M) WALL, MAINTENANCE EASEMENT
 (M) PUBLIC UTILITY EASEMENT

CURV	LENGTH	AREA	CHORD BEARING	CHORD LENGTH	ARC LENGTH
01	67.18	271.00	N43°49'59"W	41.80	41.40
02	21.07	226.00	N12°26'12"W	21.88	22.20
03	21.07	226.00	S78°26'12"W	21.88	22.20

OWNER/DEVELOPER:
 287 WAXAHACHE, L.P.
 1221 N. HWY-38, SUITE 200
 CARROLLTON, TEXAS 75006

LJA Surveying, Inc.
 6060 North Central Expressway
 Suite 400
 Dallas, Texas 75206
 Phone 469-521-0710
 F.B.P.L.S Form No 1019445

Planning & Zoning Department Plat Staff Report



Case: SUB-149-2020

MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

CAPTION

Consider request by Michelle Tilotta, LJA Engineering, for a **Final Plat** of Saddlebrook Estates Central Tract West Phase 1 for 44 lots, being 12.642 acres situated in the S.M. Durrett Survey, Abstract 272 and the M. Rafferty Survey, Abstract 898, (Property ID 262511) – Owner: 287 Waxahachie, L.P. (SUB-148-2020)

APPLICANT REQUEST

The applicant is requesting to plat the subject property for the development of an additional phase of the Saddlebrook Subdivision.

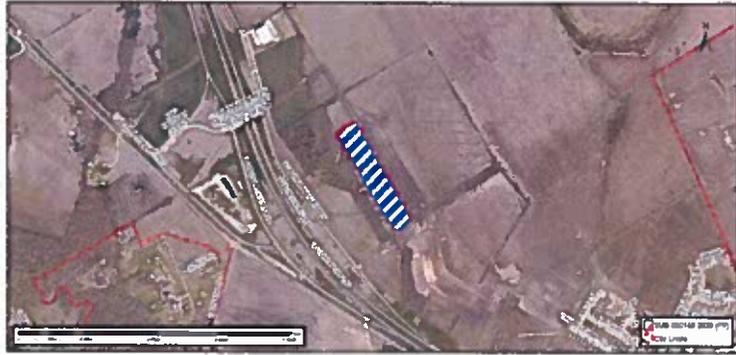
CASE INFORMATION

<i>Applicant:</i>	Michelle Tilotta, LJA Engineering
<i>Property Owner(s):</i>	287 Waxahachie, L.P.
<i>Site Acreage:</i>	12.642 acres
<i>Number of Lots:</i>	44 lots
<i>Number of Dwelling Units:</i>	42 units
<i>Park Land Dedication:</i>	Cash in lieu is Park Land Dedication is \$16,800.00 (42 residential lots at \$400.00 per lot).
<i>Adequate Public Facilities:</i>	Adequate public facilities are available for this site.

SUBJECT PROPERTY

<i>General Location:</i>	Located east of the intersection of Hwy 287 Bus. and Hwy 287 Byp.
<i>Parcel ID Number(s):</i>	262511
<i>Current Zoning:</i>	PD-SF-1, PD-SF-2, PD-SF-3
<i>Existing Use:</i>	Currently undeveloped
<i>Platting History:</i>	This plat is a portion of the approved preliminary plat PP-18-0193.

Site Aerial:



PLANNING ANALYSIS

This Final Plat is representative of the Agreement of Understanding between the City and the property owner signed on October 15, 2018. This agreement ensures a third point of access to US 287. This plat corresponds to that agreement and establishes this connection. Per the agreement, the issuance of no more than 100 residential building permits may be issued prior to this connection to US 287.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Disapproval
- Approval, as presented.
- Approval, per the following conditions:

ATTACHED EXHIBITS

1. Plat drawing

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

A plat shall not be filed with the Ellis County Clerk until:

1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's subdivision ordinance.

STAFF CONTACT INFORMATION

Prepared by:

Chris Webb

Planner

cwebb@waxahachie.com

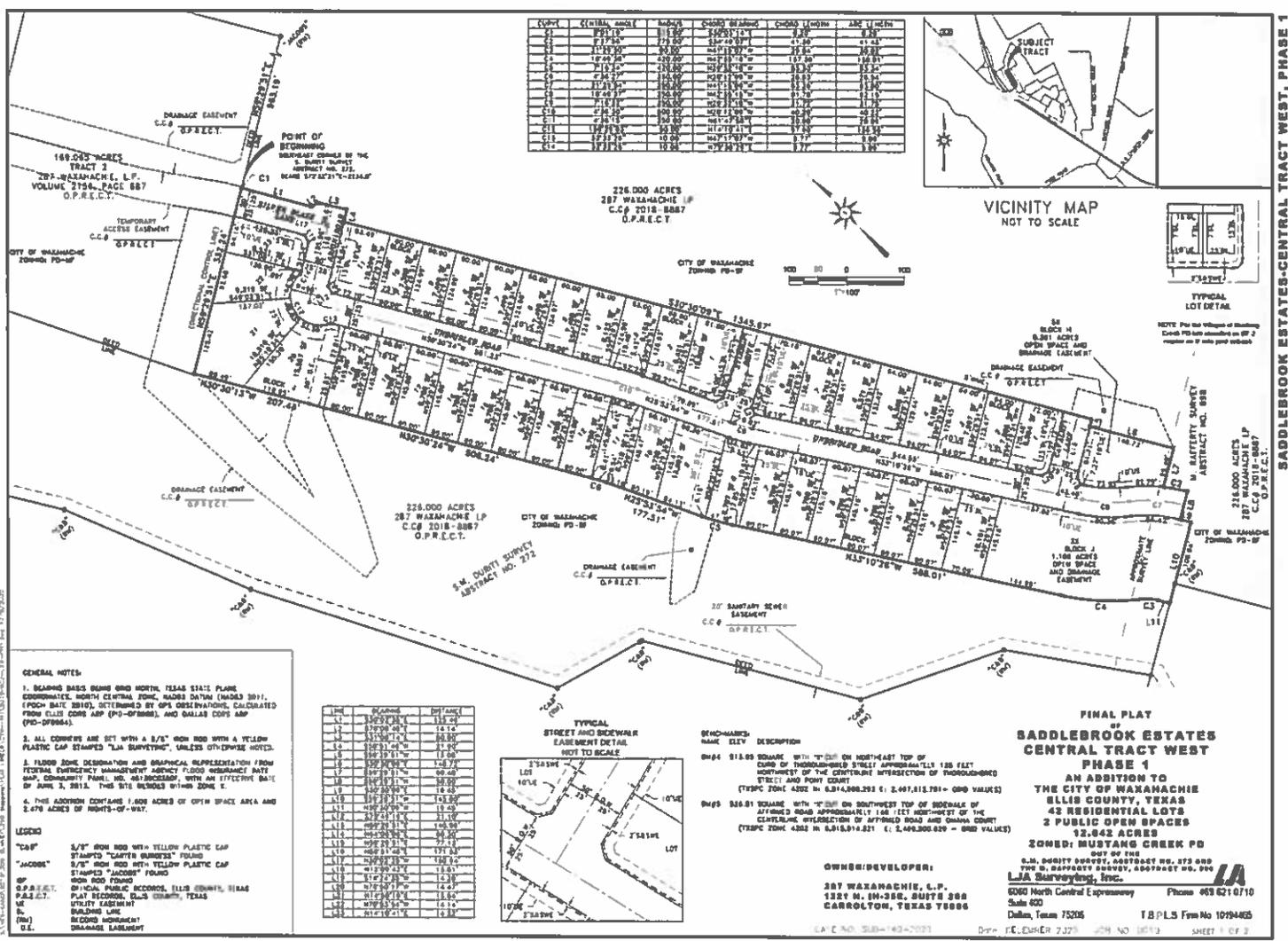
Reviewed by:

Shon Brooks, AICP

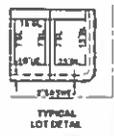
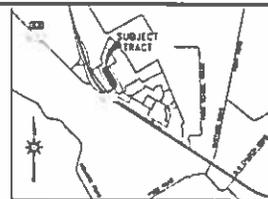
Director of Planning

sbrooks@waxahachie.com

(10)



LOT	ACRES	AREA	WIDTH	DEPTH	PERCENT	AREA
1	1.00	1.00	100.00	100.00	100.00	1.00
2	1.00	1.00	100.00	100.00	100.00	1.00
3	1.00	1.00	100.00	100.00	100.00	1.00
4	1.00	1.00	100.00	100.00	100.00	1.00
5	1.00	1.00	100.00	100.00	100.00	1.00
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19	1.00	1.00	100.00	100.00	100.00	1.00
20	1.00	1.00	100.00	100.00	100.00	1.00
21	1.00	1.00	100.00	100.00	100.00	1.00
22	1.00	1.00	100.00	100.00	100.00	1.00
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69	1.00	1.00	100.00	100.00	100.00	1.00
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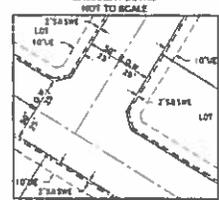
GENERAL NOTES

- BOUNDARIES SHOWN ON THIS PLAN ARE BASED ON THE 1983 TEXAS STATE PLANE COORDINATE, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011), (FOOT CUBE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM THE STATE ASP (PD-078868), AND DALLAS COUNTY ASP (PD-078868).
- ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "LJA SURVEYING", UNLESS OTHERWISE NOTED.
- FLOOD ZONE DESIGNATION AND GRAPHICAL REPRESENTATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 461300000P WITH AN EFFECTIVE DATE OF JUNE 3, 2016. THIS ZONE BEGINS WITHIN ZONE E.
- THIS ADDITION CONTAINS 1.600 ACRES OF OPEN SPACE AREA AND 4.678 ACRES OF RIGHTS-OF-WAY.

LEGEND

- "CAP" 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING"
- "JACOBS" 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND IRON ROD FOUND
- "OP" OFFICIAL PUBLIC RECORD, EL PASO COUNTY, TEXAS
- "P.A.C.T." PLAT RECORD, DALLAS COUNTY, TEXAS
- "U.E." UTILITY EASEMENT
- "B.L." BOUNDARY LINE
- "R.M." RECORD INSTRUMENT
- "D.L." DRAINAGE EASEMENT

LOT	AREA	PERCENT
1	1.00	1.00
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96	1.00	1.00
97	1.00	1.00
98	1.00	1.00
99	1.00	1.00
100	1.00	1.00



BOUNDARIES

NAME: 115.00 SQUARE WITH 7' 0" ON NORTHEAST TOP OF CURVE OF THROUGHWAY STREET APPROXIMATELY 135 FEET NORTHWEST OF THE CENTERLINE INTERSECTION OF THROUGHWAY STREET AND POINT COUNT

(TYPIC ZONE 4302 IN 6.814,000.000 (S); 2.467,812.781 - GRID VALUES)

NAME: 146.81 SQUARE WITH 7' 0" ON SOUTHWEST TOP OF SOUTHWEST OF APPROXIMATE 146.81 FEET NORTHWEST OF THE CENTERLINE INTERSECTION OF APPROVED ROAD AND DALLAS COUNTY

(TYPIC ZONE 4302 IN 6.814,014.000 (S); 2.469,300.000 - GRID VALUES)

OWNER/DEVELOPER:
 287 WAUWACHIE, L.P.
 1327 N. SM-288, SUITE 208
 CARROLLTON, TEXAS 75686

BY THE:
 S.A. BERRY SURVEY, ABSTRACT NO. 373 AND 700 N. BATTERY SURVEY, ABSTRACT NO. 898
LJA Surveying, Inc.
 6280 North Central Expressway
 Dallas, Texas 75206
 Phone 469 621 0710

Scale: 1" = 100'

DATE: 08/14/2023
 SHEET: 1 OF 2

SADDLEBROOK ESTATES-CENTRAL TRACT WEST, PHASE 1

(11)

Planning & Zoning Department

Zoning Staff Report



Case: ZDC-164-2020

MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

City Council: December 21, 2020

CAPTION

Request by Jenny Nivens, Dancing Daiquiris, for Convenience Store (Daiquiri Shop) use within a Planned Development-37-General Retail zoning district located at 1014 Ferris Ave, Suite 110 (being a portion of Property ID 176876) – Owner: LEDBETTER REAL ESTATE LTD (ZDC-164-2020)

APPLICANT REQUEST

The applicant is requesting a zoning change from Planned Development -37-General Retail to Planned Development General Retail with Specific Use Permit to allow for a Convenience Store with alcohol sales (Daiquiri Shop).

CASE INFORMATION

Applicant: Jenny Nivens

Property Owner(s): Ledbetter Real Estate LTD

Site Acreage: 0.576 acres

Current Zoning: PD-37-GR/P

Requested Zoning: PD-37-GR/P with SUP

SUBJECT PROPERTY

General Location: 1014 Ferris Ave, Suite 110

Parcel ID Number(s): 176876

Existing Use: Commercial/Retail Office Building

Development History: This site is platted as lots 1, 2, and 4, Block 17 of the Williams Addition. Planned Development Ordinance 1738 was established on January 20, 1992 to better regulate parking standards for this location.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	GR	Pollo Regio Restuarant
East	PD-GR/P	Parking Lot
South	GR	Auto Zone
West	GR	Vape Shop

Future Land Use Plan:

Retail

Comprehensive Plan:

Retail includes areas that have restaurants, shops, grocery stores, and personal service establishments. Retail businesses generally require greater visibility than do other types of nonresidential land use (e.g., office, commercial).

Thoroughfare Plan:

This property is accessible via Ferris Ave, W Criddle St, and 6th Street.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The purpose of this request is to allow a proposed Daiquiri Shop within an existing retail center (Ferris Plaza). Per the City of Waxahachie Zoning Ordinance, a convenience store with alcohol sales requires a Specific Use Permit.

Proposed Use:

The applicant is requesting approval to allow a proposed Daiquiri Shop within an existing retail center (Ferris Plaza), located along Ferris Avenue. The proposed development, Dancing Daiquiris, will provide food, wine-based daiquiris, a limited beer selection, soda, and water. There will also be a kitchen installed so food can be provided to the customers, while the applicant intends to make minor interior remodeling changes, the applicant does not intend on expanding the building in any way. The proposed alcohol to food percentage sales ratio will be sixty percent (60%) alcohol to forty percent (40%) food.

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Per the Operational Plan, in addition to the owner, there will be four additional employees working a mix of full and part time hours. Business hours will be:

- Monday & Tuesday closed
- Wednesday: 12:00 – 9:00
- Thursday: 12:00-10:00
- Friday: 12:00-11:00
- Saturday: 11:00-11:00
- Sunday: 12:00-8:00

PON RESPONSES

Staff has received one (1) letter of opposition for the proposed development.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City’s public hearing notice requirements, 23 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Denial
- Approval, as presented.
- Approval, per the following comments:
 1. The business must conform to the City of Waxahachie requirements as well as adhere to TABC provisions, as defined in the Alcoholic Beverage Code of the State of Texas.
 2. The operator must maintain compliance with State regulations and local ordinances for food service operations.
 3. If approved, City Council reserves the right to review the Specific Use Permit at any point in the future, if needed.

ATTACHED EXHIBITS

1. PON Responses
2. Floor Plan
3. Business Plan

APPLICANT REQUIREMENTS

1. If approved by City Council, applicant can apply for building permits from the Building and Community Services Department.

STAFF CONTACT INFORMATION

Prepared by:
 Chris Webb
 Planner
cwebb@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

(11)

Case ZDC-164-2020
 Responses Received Inside Required 200' Notification Area
 Support: 0 Oppose: 1

PropertyID	Owner's Name	Acres	Legal Description	Owner's Address	Owner's City	Owner's State	Owner's ZIP	Physical Address
173189	LEDBETTER REAL ESTATE LTD	0.284	LOT 1 DYESS-BALES ADD 0.284 AC	105 RIDGECREST DR.	WAXAHACHIE	TX	75165	CRIDDLE ST WAXAHACHIE TX 75165
173190	JORLAN IRVIN D & MELONY A	0.142	LOT 2 DYESS-BALES ADD 0.142 AC	413 DUNN ST	WAXAHACHIE	TX	75165	413 DUNN ST WAXAHACHIE TX 75165
174786	VIEN LADD	0.142	LOT 2 LYONN PLACE 0.142 AC	1015 FERRIS AVE	WAXAHACHIE	TX	75165	415 DUNN ST WAXAHACHIE TX 75165
176865	CHANEY BOYS	0.165	LOT 3 BLK 17 WILLIAMS-REV 0.165 AC	1601 LIVE OAK ST	COMMERCE	TX	75428	1008 FERRIS AVE WAXAHACHIE TX 75165
176866	AXL & L ENTERPRISES LLC	0.4313	ALL 18 WILLIAMS 0.4313 ACRES	3711 FM 1446	WAXAHACHIE	TX	75167	1102 FERRIS AVE WAXAHACHIE TX 75165
176867	MDJ CORP SONIC DRIVE IN	0.39	ALL 18A WILLIAMS 0.39 ACRES	1104 FERRIS AVE	WAXAHACHIE	TX	75165	1104 FERRIS AVE WAXAHACHIE TX 75165
176875	LEDBETTER REAL ESTATE LTD	0.234	LOT 1 BLK 16 WILLIAMS-REV 0.234 AC	105 RIDGECREST DR.	WAXAHACHIE	TX	75165	1006 FERRIS AVE WAXAHACHIE TX 75165
176876	LEDBETTER REAL ESTATE LTD	0.576	LOT 1,2,4 BLK 17 WILLIAMS-REV 0.576 AC	105 RIDGECREST DR.	WAXAHACHIE	TX	75165	1014 FERRIS AVE WAXAHACHIE TX 75165
176877	COOPER SHERRI & RANDY PAMETICKY	0.136	LOT 5 BLK 9 WILLIAMS-REV 0.136 AC	206 W CRIDDLE ST	WAXAHACHIE	TX	75165	206 W CRIDDLE ST WAXAHACHIE TX 75165
176883	BARTON MICHAEL G	0.163	4 8 WILLIAMS 0.163 ACRES	129 COUNTRY DR	WAXAHACHIE	TX	75165	409 DUNN ST WAXAHACHIE TX 75165
176887	BRADLEY CONNIE	0.262	LOT 3 BLK 9 WILLIAMS-REV .262 AC	503 DUNN ST	WAXAHACHIE	TX	75165	503 DUNN ST WAXAHACHIE TX 75165
176888	KARAMATIC DANA H	0.433	LOT 4 BLK 9 WILLIAMS-REV .433 AC	501 DUNN ST	WAXAHACHIE	TX	75165	501 DUNN ST WAXAHACHIE TX 75165
176889	SHARP RYAN & AMBER D	0.199	LOT 3 BLK 7 WILLIAMS-REV .199 AC	306 W ROSS ST	WAXAHACHIE	TX	75165	306 W ROSS ST WAXAHACHIE TX 75165
176890	MC ENTIRE SAM & RACHAEL	0.175	4 7 WILLIAMS 0.175 ACRES	403 DUNN ST	WAXAHACHIE	TX	75165	403 DUNN ST WAXAHACHIE TX 75165
176893	BUCKNER GERALD E & CINDY L	0.098	LOT 3 BLK 8 WILLIAMS-REV 0.098 AC	3541 FM 878	WAXAHACHIE	TX	75165	306 W 6TH ST WAXAHACHIE TX 75165
176897	BALSAMO THERESE A	0.098	LOT 1 BLK 7 WILLIAMS-REV 0.098 AC	305 W 6TH ST	WAXAHACHIE	TX	75165	305 W 6TH ST WAXAHACHIE TX 75165
176898	BLACK AMBER M	0.175	2 7 WILLIAMS 0.175 ACRES	405 DUNN ST	WAXAHACHIE	TX	75165	405 DUNN ST WAXAHACHIE TX 75165
176941	KAH III LLC DBA KS HOOGLAND III LLC	0.7285	LOT 28-R BLK 28 WILLIAMS-REV 0.7285 AC	2500 LEHIGH AVE	GLENVIEW	IL	60026	1107 FERRIS AVE WAXAHACHIE TX 75165
176945	ONE FERRIS PROPERTY LLC	0.406	LOT 1 BLK 26 WILLIAMS-REV .406 AC	1007 FERRIS AVE	WAXAHACHIE	TX	75165	1007 FERRIS AVE WAXAHACHIE TX 75165
176948	VIEN LADD & G LOWRIE	0.414	PT 1 27 WILLIAMS 0.414 ACRES	1015 FERRIS AVE	WAXAHACHIE	TX	75165	1015 FERRIS AVE WAXAHACHIE TX 75165
176949	VIEN LADD	0.12	LOT 2A BLK 27 WILLIAMS-REV .12 AC	1015 FERRIS AVE	WAXAHACHIE	TX	75165	402 W 6TH ST WAXAHACHIE TX 75165
176950	VIEN LADD	0.294	LOT 2B BLK 27 WILLIAMS-REV .294 AC	1015 FERRIS AVE	WAXAHACHIE	TX	75165	1009 FERRIS AVE WAXAHACHIE TX 75165
197757	AUTOZONE INC #1338	0.505	1A 16 WILLIAMS REV 0.505 ACRES	PO BOX 2198	MEMPHIS	TN	38101	1000 FERRIS AVE WAXAHACHIE TX 75165

(11)

Case Number: ZDC-164-2020

City Reference: 173190

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, December 9, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

RECEIVED NOV 3 0 2020

SUPPORT

OPPOSE

Comments:

We do not wish to have this at our backdoor.

Melony Jordan

Nov. 30, 2020

Signature

Date

Melony Jordan Owner

413 Dunst.

Printed Name and Title

Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.

(11)



1 SITE PLAN
1" = 20' - 0"

SITE DATA SUMMARY:
ZONING: RETAIL COMMERCIAL
PROPOSED USE: CONVENIENCE STORE
BUILDING AREA: TOTAL BUILDING = 21,042 S.F.
BUILDING HEIGHT: 30'-0"
AREA OF IMPERVIOUS SURFACE: EXISTING (NO SITE WORK IN PROJECT)
PARKING REQUIRED: 875 / 200 = 5 SPACES
PARKING PROVIDED: 7 SPACES

PARKING REQUIREMENTS:
ZONING: RETAIL COMMERCIAL
PARKING REQUIREMENTS: 1 PARKING SPACE PER EVERY 200 S.F.
LEASE SPACE SQUARE FOOTAGE: 871 S.F.
PARKING REQUIRED: 871 / 200 = 5 SPACES
PARKING PROVIDED: 7 SPACES

1014 FERRIS AVENUE SUITE 110



2 LOCATION MAP
1" = 1/2"

Property Information

Property ID: 170876
 Legal Area: 0.58
 GEO ID: 90 93 017 001 00 112
 Legal Description: LOT 1 2 4 B:K17
 WILLAMETTE DISTRICT
 Tract or Lot: 1 2 4
 Address Subdivision Code: R09273112
 Block: 17
 Neighborhood Code: COLM
 School District: 212
 City Lines: 395

Owner Information

Owner Name: LEDBETTER REAL ESTATE LTD
 Mailing Address: 105 RIDGECREST DR
 Mailing Address City: WAXAHACHE
 Mailing Address State: TX
 Mailing Address Zip: 75163

Deed Information

Deed Sequence: 0
 Deed Date: 03/31/2017
 Deed Volume: 201704-11
 Deed Page: 10
 Deed Number: 1709301

Case No.	170876	Case No. ZDC-184-2020
Applicant	LEDBETTER REAL ESTATE	PROPERTY ID = 170876
Address	105 RIDGECREST DR	39 ACRES
City	WAXAHACHE, TEXAS 75165	LOT 1 2 4 BLOCK 17
County	WILLAMETTE	WILLAMETTE ADDITION
City	WAXAHACHE	WAXAHACHE, ELLIS COUNTY

APPLICANT SHALL VERIFY ALL INFORMATION IS CORRECT AND COMPLETE. THE CITY OF WAXAHACHE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE APPLICANT.

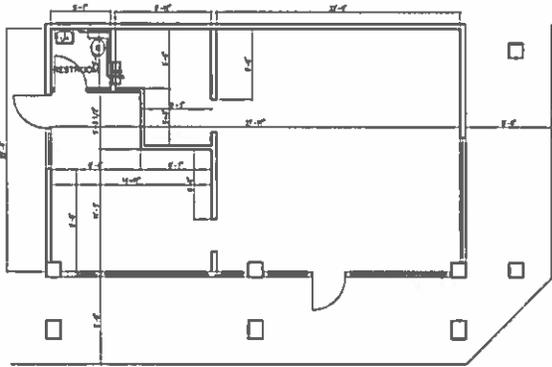
A NEW STORE FOR:
Dancing Dalquiris
 1014 FERRIS AVENUE, SUITE 110, WAXAHACHE, TEXAS



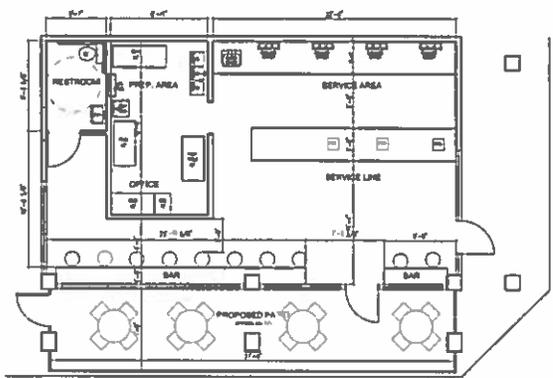
City of Waxahatche

A0
DATE OF SPECIAL MEETING

(11)



1 FLOOR PLAN - EXISTING
1/4" = 1'-0"



2 FLOOR PLAN - PROPOSED
1/4" = 1'-0"

PROJECT SUMMARY
 SERVICE = RETAIL, OCCASIONAL
 PROPOSED USE, OCCASIONAL STONE
 BUILDING AREA TOTAL 21,800 SQ. FT.
 BUILDING HEIGHT 10 FT.
 PROJECT AREA = 475 SQ. FT.
 PARKING REQUIRED: 015 / 200 + 1 SPACES
 PARKING PROVIDED: 7 SPACES

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING STRUCTURE AND UTILITIES PRIOR TO CONSTRUCTION. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

A NEW STORE FOR:
Dancing Dalquiris
 501 FERRIS AVE. SUITE 101, WALKAHACHE TEXAS



ARCHITECT
 J. C. HARRIS
 1000 W. WALKAHACHE BLVD. SUITE 100
 WALKAHACHE, TEXAS 75088
 PHONE: 972.441.1111
 FAX: 972.441.1112
 WWW: JCHARRIS.COM

DATE	DESCRIPTION	CASE NO. ZDC-184-2020
January 8, 2020	LED BETTER REAL ESTATE	PROPERTY ID # 178278
122 Cedar Lane	108 REDWOOD REST DR	34 ACRES
Wrensboro, Texas 75165	WALKAHACHE, TEXAS 75088	LOT 12.1 - BLOCK 11
468.137 SACS		Williams Acquisition
		WALKAHACHE, ELLIS COUNTY

DATE OF ISSUE: 01/08/2020
A1
 DATE OF ORIGINAL ISSUE: 01/08/2020

(11)



1 WEST ELEVATION
1/4" = 1' - 0"



2 SOUTH ELEVATION
1/4" = 1' - 0"

SIGNAGE:
 MAXIMUM ALLOWED SIGNAGE = 1 SF/1 LF OF FRONTAGE = 47sf=47 SF
 PROPOSED SIGNAGE = 42 SF

APPROVED FOR THE CITY OF WAXAHACHE, TEXAS
 BY THE CITY ENGINEER
 DATE: 08/14/2018
 PROJECT NO. 18-00000
 SHEET NO. 1 OF 1

A NEW STORE FOR:
Dancing Dalguitis
 1944 FERRIS AVE., SUITE 118, WAXAHACHE, TEXAS



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DATE: 08/14/2018	PROJECT: 18-00000	SHEET: 1 OF 1
DESIGNED BY: Jennifer E. Stevens	PROPERTY ID: 178678	PROJECT NAME: A3
CLIENT: 1212 Kenna Lane	150 N. RIDGECREST DR.	5.6 ACRES
WAXAHACHE, TEXAS 75163	WAXAHACHE, TEXAS 75163	LOT 2.2 - BLOCK 17
462.237.3625		Williams Addition
		WAXAHACHE, ELLIS COUNTY

(11)



Dancing Daiquiris

(11)

Dancing Daiquiris
1014 Ferris Ave, Ste 110
Waxahachie, TX 75165

Menu

Zagala's Pizza 12"

Supreme
Pepperoni
Cheese
Meat Lovers
Veggy

Daiquiris – 12 flavors

Soft drinks, bottle water

Specialty Beer – 3 varieties, sold in can

Hours of Operation

Monday & Tuesday closed

Wednesday: 12:00 – 9:00

Thursday: 12:00-10:00

Friday: 12:00-11:00

Saturday: 11:00-11:00

Sunday: 12:00-8:00

Business Model

Customers can come in and order and eat, take it to go, or call order in and we will deliver to car, to minimize contact.

My forecast percentage of sales: alcohol 60%, food 40%.

(13)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-166-2020



MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

City Council: December 21, 2020

CAPTION

Public Hearing on a request by Brian Gray for a Specific Use Permit (SUP) for **Accessory Building (Residential), Greater than or Equal to 700 SF** use within a Planned Development-23-Single-Family Residential-1 zoning district located at 101 Homestead Ln (Property ID 269680) - Owner: BRIAN & MARY GRAY (ZDC-166-2020)

APPLICANT REQUEST

The applicant is requesting to construct a +700 sq. ft. (2,400 sq. ft.) accessory structure in the rear of a single family property.

CASE INFORMATION

Applicant: Brian Gray
Property Owner(s): Brian Gray
Site Acreage: 1.001 acres
Current Zoning: Planned Development-23-Single-Family Residential-1
Requested Zoning: Planned Development-23-Single-Family Residential-1 with SUP

SUBJECT PROPERTY

General Location: 101 Homestead Ln.
Parcel ID Number(s): 269680
Existing Use: Single Family Residence
Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	PD-23-SF1	Homestead Estates
East	FD	Undeveloped Land
South	PD-23-SF1	Homestead Estates
West	PD-23-SF1	Homestead Estates

(13)

Future Land Use Plan:

Estate Residential

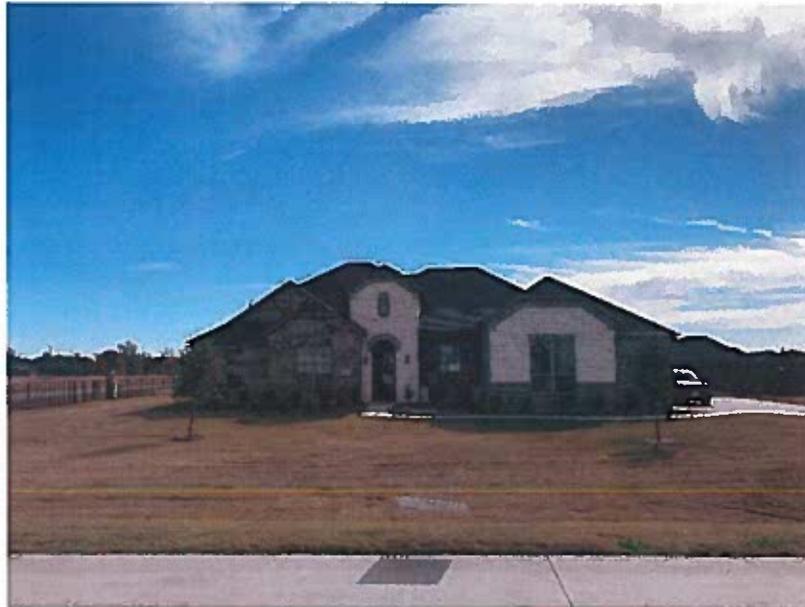
Comprehensive Plan:

This use is representative of traditional, single-family detached dwellings on large lots that are over one acre in size. This type of land is envisioned to primarily be located in the southern portion of the City and in the ETJ area south and west of Waxahachie.

Thoroughfare Plan:

The subject property is accessible via Homestead Ln.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant is requesting to construct a +700 sq. ft. (2,400 sq. ft.) accessory structure in the rear of a single family property located at 101 Homestead Ln. Ellis County Appraisal District states that the primary structure on the property is 3,697 sq. ft. Per the City of Waxahachie Zoning Ordinance, an accessory structure that is equal to or greater than 700 square feet requires a SUP to be approved by City Council.

Proposed Use:

The applicant is requesting approval to construct a 60 ft. x 40 ft. 16 ft. 10 in. tall (2,400 sq. ft.) accessory structure. The applicant is proposing to construct the structure out of metal, and intends to use the accessory structure to store parts and tools, as well as park additional vehicles. During site visits, staff noticed there are other accessory structures within the surrounding neighborhood area, yet none of comparable size. However, it should be noted that the neighborhood (Homestead Estates), is a newly constructed residential development, and staff expects similar requests within the neighborhood area in the future.

Subject to approval of this application, an approved building permit will be required prior to the commencement of the construction. As part of the building permit review process, the Building Inspections department will ensure construction complies with all regulations.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City’s public hearing notice requirements, 10 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Denial
- Approval, as presented.
- Approval, per the following comments:**
 1. The applicant will need to obtain a building permit from the City of Waxahachie Building Inspections department prior to construction of the proposed structure.
 2. A concrete drive that leads from the home to the accessory structure shall be provided by the applicant.

ATTACHED EXHIBITS

1. Site Plan

APPLICANT REQUIREMENTS

1. If approved by City Council, applicant can apply for building permits from the Building and Community Services Department.

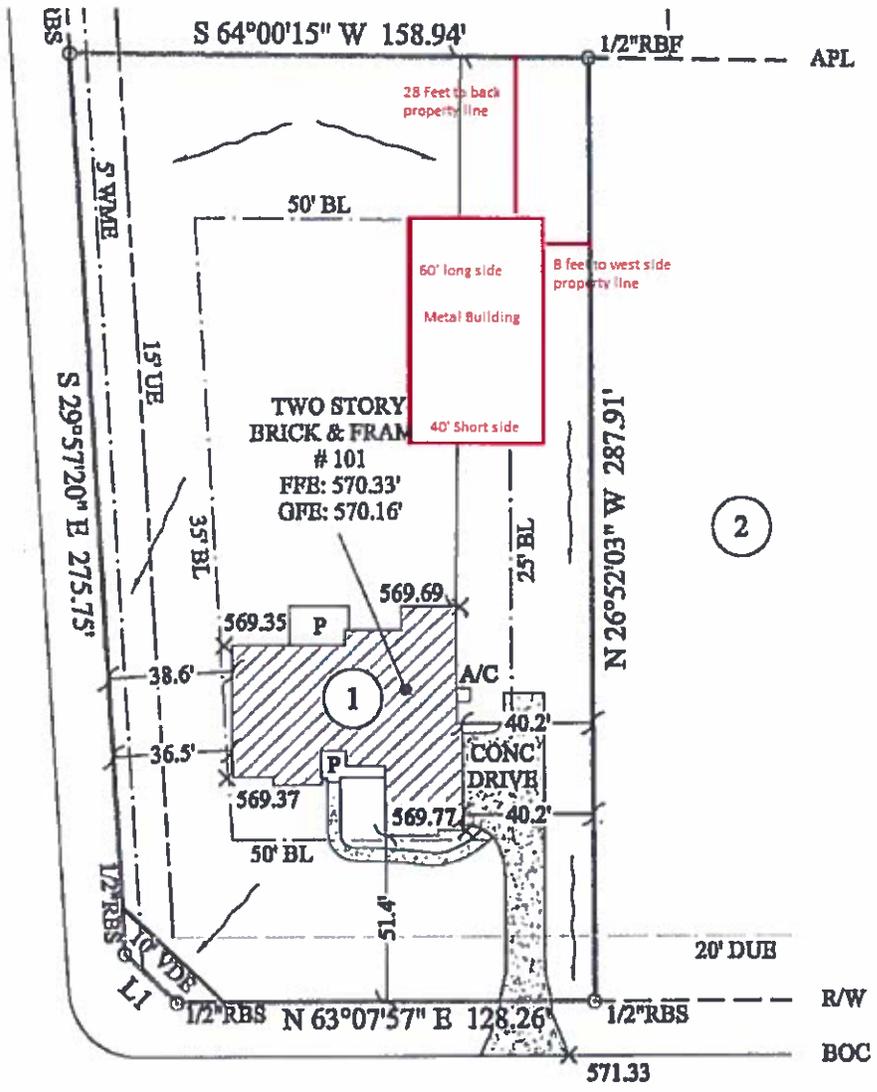
STAFF CONTACT INFORMATION

Prepared by:
 Colby Collins
 Senior Planner
ccollins@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

(13)

OLD ITALY ROAD
35' R/W DEDICATION



(15)

Planning & Zoning Department

Zoning Staff Report



Case: ZDC-158-2020

MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

City Council: December 21, 2020

CAPTION

Public Hearing on a request by Josh Helm, Texas Best Construction, for a Specific Use Permit (SUP) for **Accessory Building, Used as a Dwelling Unit and Accessory Building (Residential), Greater than or Equal to 700 SF** use within a Single-Family Residential-2 zoning district located at 1640 Lone Elm Rd (Property ID 275601) - Owner: BRADLEY & JENNIFER KEITH (ZDC-158-2020)

APPLICANT REQUEST

The applicant is requesting to construct two +700 sq. ft. accessory structures in the rear of a single family zoned property.

CASE INFORMATION

Applicant: Joshua Helm, Texas Best Construction

Property Owner(s): Brad Keith

Site Acreage: 1.002 acres

Current Zoning: Single Family-1

Requested Zoning: Single Family-1 with SUP

SUBJECT PROPERTY

General Location: 1640 Lone Elm Rd.

Parcel ID Number(s): 275601

Existing Use: Single Family Residence

Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	SF1	Single Family Residences
East	PD-SF1 (Mixed Community)	Currently Undeveloped (Kemp Tract)
South	SF1	Single Family Residences
West	N/A (Ellis County)	Single Family Residences

(15)

Future Land Use Plan:

Low Density Residential

Comprehensive Plan:

This category is representative of smaller single family homes and some duplex units. The majority of Waxahachie's current development is of similar density. It is appropriate to have approximately 3.5 dwelling units per acre.

Thoroughfare Plan:

The subject property is accessible via Lone Elm Rd.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant is requesting to construct two +700 sq. ft. accessory structures in the rear of a single family property located at 1640 Lone Elm Rd. The submitted site plan layout depicts that one structure will be used as an accessory dwelling, and another structure will be used for storage/workshop space. According to Ellis County Appraisal District, the primary structure on the property is 2,932 sq. ft. Per the City of Waxahachie Zoning Ordinance, an accessory structure/dwelling that is equal to or greater than 700 square feet requires a SUP to be approved by City Council.

Proposed Use:

The applicant is requesting to construct two +700 sq. ft. accessory structures in the rear of a single family zoned property. One proposed structure (accessory dwelling) will be 31 ft. x 36 ft. x 17.5 ft. (1,116 sq. ft.). The accessory dwelling will be constructed of metal and is intended to be used as a guest house. The second proposed structure (storage/workshop) will be 20 ft. x 35 ft. x 15 ft. (700 sq. ft.) The storage/workshop structure will also be constructed of metal. During site visits, staff noticed there are other storage accessory structures within the surrounding neighborhood area, yet staff did not notice any accessory dwelling units. At the time of this report (12/4/2020), staff has not received any letters of opposition for the proposed development.

Subject to approval of this application, an approved building permit will be required prior to the commencement of the construction. As part of the building permit review process, the Building Inspections department will ensure construction complies with all regulations.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 7 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Denial
- Approval, as presented.
- Approval, per the following comments:**
 1. The applicant will need to obtain a building permit from the City of Waxahachie Building Inspections department prior to construction of the proposed structure.
 2. The accessory dwelling cannot be used to rent to outside tenants.
 3. Staff suggests that a privacy fence be placed on the subject property to screen the accessory structures from the public right-of-way (ROW).

ATTACHED EXHIBITS

1. Site Layout Plan
2. Elevation/Façade Plan

APPLICANT REQUIREMENTS

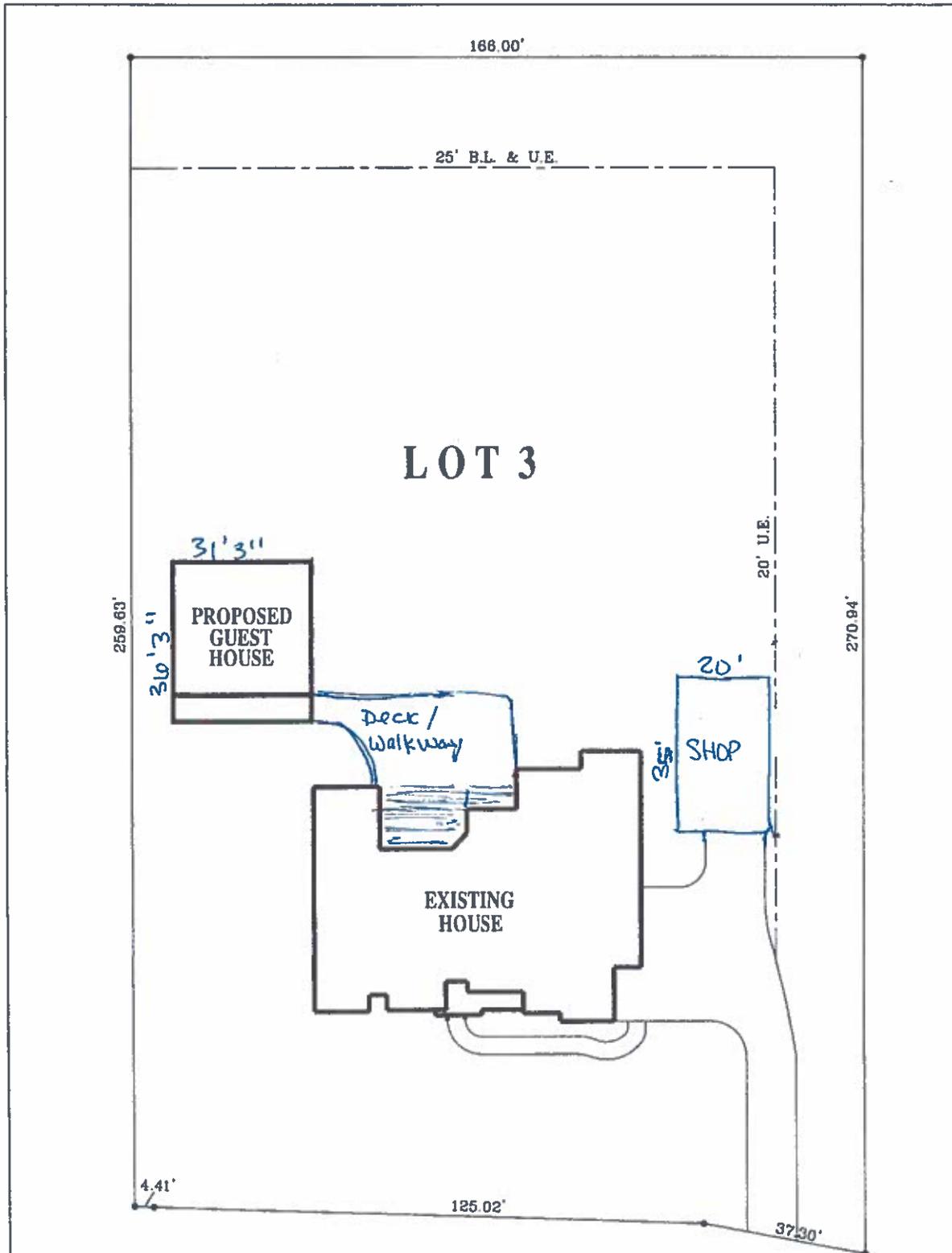
1. If approved by City Council, applicant can apply for building permits from the Building and Community Services Department.

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

(15)

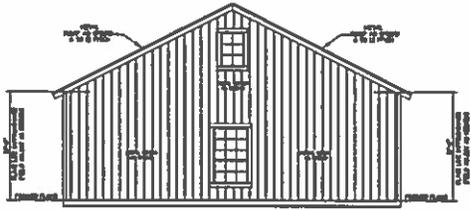


LONE ELM ROAD

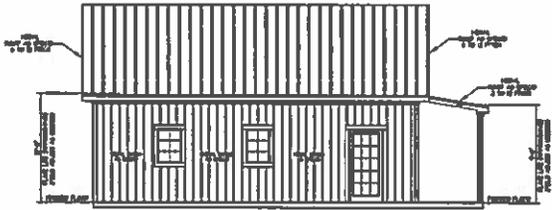
NOTE:
 Ellis County Reprographics Inc. is a Drafting & Design firm only. In no way does E.C.R. represent itself as Architects or Engineers. All drawings are based on dimensions/specifications furnished to E.C.R. Inc by the builder and/or home owner.

PLOT PLAN	PLANS FOR: BRIAN KEITH LOT 3 LONE ELM ROAD WAXAHACHIE, TEXAS	NOTICE OF NON-RESPONSIBILITY <small>THIS PLAN AND ANY INFORMATION HEREON ARE PREPARED FROM INFORMATION AND DOCUMENTS PROVIDED BY THE DEVELOPER/OWNER OF THIS LOT ONLY. THE PLANS SHOWN ON THESE AND RELATED PLOT PLANS, MAPS AND MAPS OF THE DEVELOPER/OWNER OF THE PLOTS OF LOTS AND ARE SUBJECT TO ALL APPLICABLE LAWS, AND IS TO BE REVIEWED PRIOR TO CONSTRUCTION. THE USER OF THESE PLOTS AND MAPS IS NOT TO BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE PLOTS.</small>	DRAWN BY: <i>Ellis County Reprographics, Inc.</i> 201 JOHNSTON BLVD WAXAHACHIE, TEXAS 75095 972-938-3430	DATE: ALAN LEUBER 10-18-2023 E.C.R. INC.
		<small>THE USER OF THESE PLOTS AND MAPS IS NOT TO BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE PLOTS.</small>		

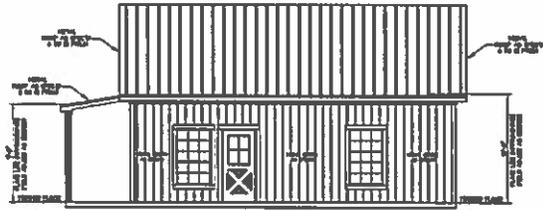
(15)



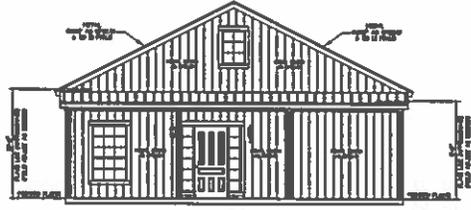
REAR ELEVATION
1/4" = 1'-0"



LEFT ELEVATION
1/4" = 1'-0"

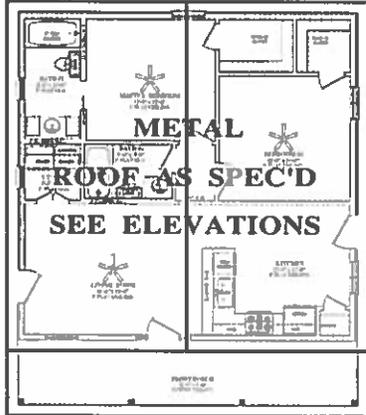


RIGHT ELEVATION
1/4" = 1'-0"



FRONT ELEVATION
1/4" = 1'-0"

- NOTES:**
1. ALL PLATE LINES ARE ESTIMATES ONLY & MUST BE FIELD VERIFIED & ADJUSTED AS NEEDED TO MAKE RIM JOINTS ALIGN PROPERLY.
 2. ALL RIM JOINTS ARE ESTIMATES ONLY AND MUST BE FIELD VERIFIED AND ADJUSTED AS NEEDED TO MAKE RIM JOINTS ALIGN PROPERLY.
 3. ALL CEILING HEIGHTS TO BE FIELD VERIFIED AND APPROVED BY OWNER & BUILDER BEFORE ANY CEILING OR ROOF RAFTERS ARE FRAMED.
 4. THESE ELEVATIONS ARE RECOMMENDATIONS ONLY AND CAN BE FIELD MODIFIED AND ADJUSTED AS NEEDED PER BUILDER'S INSTRUCTIONS AND OWNER APPROVAL.
 5. IT IS THE RESPONSIBILITY OF THE BUILDER, OWNER & FRAMER TO FOLLOW THE ABOVE NOTES AND VERIFY AND INFORM THE OWNER AND BUILDER OF ANY AND ALL DISCREPANCIES BEFORE RIM JOINTS COMPLETE.



ROOF PLAN
1/4" = 1'-0"

NOTE:
 Ellis County Reprographics Inc. is a Drafting & Design firm only. In no way does E.C.R. represent itself as Architects or Engineers. All drawings are based on dimensions/specifications furnished to E.C.R. Inc. by the builder and/or home owner.

COUNTY: ELLIS COUNTY, TEXAS
 PROJECT: BRIAN KEITH
 LOT 3 LONE ELM ROAD
 WAXAHACHE, TEXAS
 DRAWING: ELEVATIONS AND ROOF PLAN
 SHEET NO.: A-2
 DATE: 11/15/2011
 DRAWN BY: J. W. WILSON
 CHECKED BY: J. W. WILSON
 PROJECT NO.: 1111111111
 ELLIS COUNTY REPROGRAPHICS, INC.
 200 JOHNSTON BLVD.
 WAXAHACHE, TEXAS 75090
 PHONE: 972.936.3430
 FAX: 972.936.3430
 WWW.ECRGRAPHICS.COM

(17)

Planning & Zoning Department

Zoning Staff Report



Case: ZDC-155-2020

MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

City Council: December 21, 2020

CAPTION

Public Hearing on a request by Sean Neal, TGS Architects, for a Specific Use Permit (SUP) for Electronic Message Sign use within a General Retail zoning district located at 1905 N Highway 77 (Property ID 262426) - Owner: COMMUNITY NATIONAL BANK & TRUST OF TEXAS (ZDC-155-2020)

APPLICANT REQUEST

The applicant is requesting to install a multi-tenant ground monument/electronic message sign for Community National Bank & Trust of Texas, located at 1905 N. Highway 77.

CASE INFORMATION

Applicant: Sean Neal, TGS Architects

Property Owner(s): Community National Bank & Trust of Texas

Site Acreage: 2.4699 acres

Current Zoning: General Retail

Requested Zoning: General Retail with an SUP for an Electronic Message Sign

SUBJECT PROPERTY

General Location: 1905 N Highway 77

Parcel ID Number(s): 262426

Existing Use: Community National Bank & Trust of Texas

Development History: A Specific Use Permit was approved by City Council for this site on September 3, 2019.

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	GR	Undeveloped Land
East	PD-SF1, PD-SF2, PD-SF3, MF1, GR	North Grove Planned Development
South	GR	7-Eleven (Currently Undeveloped)
West	LI1	Undeveloped Land

Future Land Use Plan: Retail

Comprehensive Plan:

Retail includes areas that have restaurants, shops, grocery stores, and personal service establishments. Retail businesses generally require greater visibility than do other types of nonresidential land use (e.g., office, commercial).

Thoroughfare Plan:

The subject property is accessible via Triumph Ln, North Town Blvd, and Victory Dr.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant intends to install a multi-tenant ground monument/electronic message sign for advertisement purposes at Community National Bank & Trust of Texas. Per the City of Waxahachie Zoning Ordinance, an Electronic Message Sign must be approved by City Council.

Proposed Use:

Note: The exhibits presented in the Planning and Zoning packet are not consistent with the staff report information below. The applicant is proposing a 20ft. tall electronic message sign and the attached exhibit reflects a 25ft. tall electronic message sign. If approved, the applicant intends to have all revised exhibits submitted to staff before applying for any building permits.

The applicant is requesting approval of a Specific Use Permit (SUP) to construct an electronic message sign for advertisement purposes at Community National Bank and Trust of Texas. The sign will be a changeable message sign to display on premise business services/products and possible community public service messages only. The proposed sign will be 300 square feet and 20 feet tall, and will be constructed of brick and concrete material painted to match the primary structure on the property. Per

the City of Waxahachie Zoning Ordinance, all new electronic messaging signs shall have an approved SUP from City Council, and meet the following stipulations listed in Table 2 below:

Table 2: Sign Regulation Chart

Electronic Messaging Sign (City of Waxahachie)	Community National Bank
Signage shall not be located within the public right-of-way.	Sign will be on private property and not in the ROW
Changeable message copy signs may not be used to display commercial messages relating to products or services that are not offered on the premises.	The changeable message copy sign will display only on premise products and service and will not display any off-premise information except possible community service messages.
Such signs shall not exceed a brightness level of 0.3 foot candles above ambient light. In all zoning districts such signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.	This sign will have automatic dimming technology and will adjust sign's brightness based upon ambient light as per city requirements.
Max. Size= 125 sq. ft.	300 sf
Max. Height= 10 ft.	20 ft. overall height
Setback= 15 ft. from public ROW	15' Setback from ROW

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 6 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

STAFF CONCERNS

Height

Staff suggests that the applicant provide a maximum height of 15ft. for the electronic message sign opposed to the proposed 20ft.

SPECIAL EXCEPTION/VARIANCE REQUEST

Size

The maximum allowed size for an electronic message sign is 125 sq. ft.
The applicant is proposing a size of 300 sq. ft.

Height

The maximum allowed height for an electronic message sign is 10 ft.
The applicant is proposing a maximum height of 20 ft.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Denial
- Approval, as presented.
- Approval, per the following comments:

ATTACHED EXHIBITS

1. Site Layout Plan
2. Sign Package

(17)

Note: The exhibits presented in the Planning and Zoning packet are not consistent with the staff report information. The applicant is proposing a 20ft. tall electronic message sign and the attached exhibit reflects a 25ft. tall electronic message sign. If approved, the applicant intends to have all revised exhibits submitted to staff before applying for any building permits.

APPLICANT REQUIREMENTS

1. If approved by City Council, applicant can apply for building permits from the Building and Community Services Department.

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

(17)

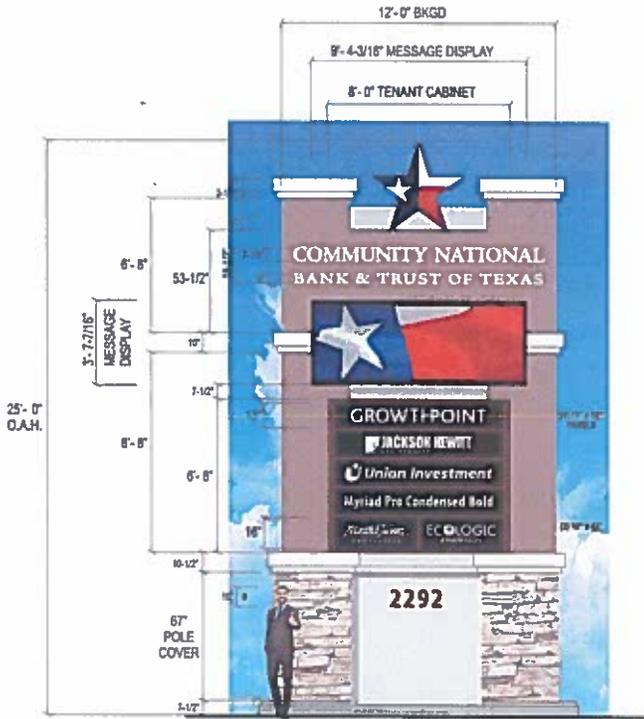
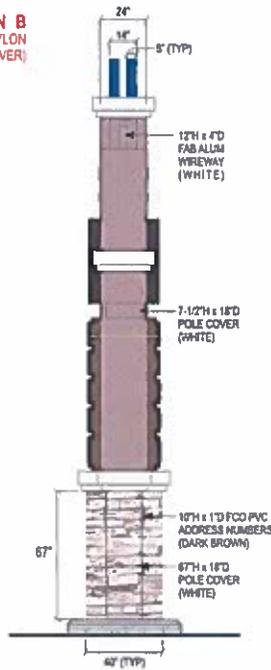
SIGN AREA ALLOWED: 200 SQ FT
SET-BACK REQUIRED: 15' FROM PL

DESIGN OPTION A
SINGLE POLE DF PYLON
(INTER ILLUMINATED)

DESIGN OPTION B
DOUBLE POLE DF PYLON
(REMOVE POLE COVER)

SIGN AREA: (SIGNS ONLY)

STAR: 18.8 SQ FT
LETTERS: 18.9 SQ FT
MESSAGE DISPLAY: 34.3 SQ FT
TENANT CAB: 53.4 SQ FT
TOTAL SIGN AREA: 125.4 SQ FT



- BROWN MATCH BRICK COLOR ON BUILDING
 - EUROPEAN BLUE PMS 2757 3M VINYL 3636-137
 - DARK BROWN, NOTE DARKER SHADE THAN BLDG BRICK.
 - DARK RED PMS 7621 3M VINYL 3636-73
- VERIFY COLORS W/ CUSTOMER

- CORNICES**
FAB: 125 ALUM, PAINTED SATIN WHITE, LIGHT TEXTURE FINISH.
- BKGD**
FAB: 125 ALUM, 24\" DEEP, PAINT SATIN LIGHT BROWN TO MATCH BLDG BRICK, LIGHT TEXTURE FINISH.
- STARS (FACE LIT CHANNEL LOGO)**
WHITE ACRYLIC FACES W/ VINYL OVERLAY IN COLORS AS INDICATED. TRM CAP: 1\" BLUE. RETURNS: FAB: 303 ALUM, 3\" DEEP, BLUE. NOTE: 263 ALUM FILLER BETWEEN STARS. PAINT BLUE TRM RETURNS. STARS ATTACH TO WHITE WIREWAY.
- LETTERS**
ROUT OUT / PUSH THRU 1/2\" THICK WHITE ACRYLIC.
- ILLUMINATION**
TRUE WHITE LEDS BEHIND ROUTED GRAPHICS.
- MESSAGE DISPLAYS (2)** SEE LAST PAGE FOR DETAILS
DAKTRONICS, FRONT VENTILATED SF GALAXY GS6 15.85 LED DISPLAY, ALSO SEE LAST PAGE.
- TENANT PANELS (4)** 17\" x 56\" AND (2) 16\" x 43\"
FAB: 090 ALUM, 1-1/2\" DEEP PAN W/ REMOVABLE RETAINERS AT ENDS. FACES ARE WHITE ACRYLIC W/ BLACK VINYL OVERLAY, CUT AND WEED GRAPHICS TO WHITE BEHIND.
- BASE**
ALUM ANGLE FRAME, PREPPED FOR STONE VENEER (TO MATCH STONE ON BLDG, STONE INSTALLED BY OTHERS)
- MOW STRIP**
CONCRETE PAINTED GRAY TM BLDG CANOPIES.

TENANT LOGOS ARE PLACEHOLDERS ONLY ACTUAL TENANTS TO BE DETERMINED
TENANTS WITHOUT LOGOS SHALL USE MYriad PRO CONDENSED FONT ONLY
BLACK FIELD WITH WHITE GRAPHICS ONLY

PRELIMINARY DRAWING ONLY

SCALE: 1/4\" = 1'-0\"
DF TENANT PYLON SIGN

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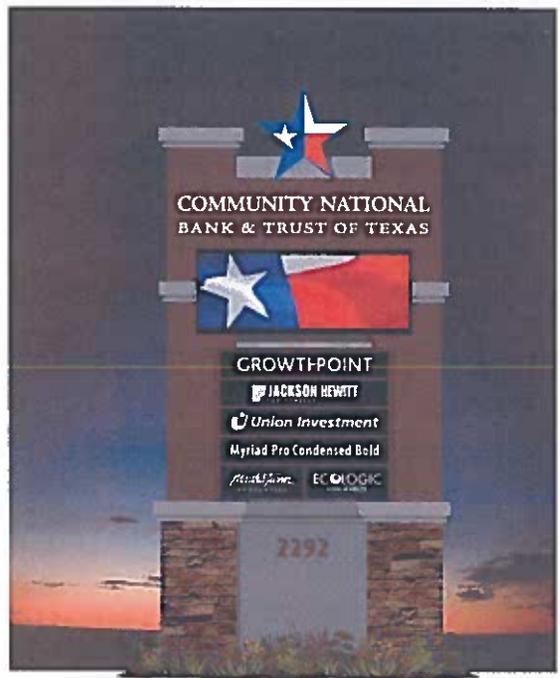
Dwg File Location: LINDA/Community Bank/Community Bank Waxahachie R3 Page 7 of 16

SIGN CRAFTERS
2401 I-35 S. San Marcos, TX 78666
Phone (512) 392-0900 • Fax (512) 392-3363
info@signcrafters.net
www.signcrafters.net

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CLIENT: Community Bank	SALES: Scott Vaughan	FILE: Community Bank Waxahachie R3	DRAWING DATE: 10/1/20
NOTES:	APPROVAL:		APPROVAL DATE:
LOCATION: 2292 N Hwy 77, Waxahachie, TX 75163		DRAWN BY: Linda Beard	

(17)



SCALE: 1/2" = 1'-0"

DF TENANT PYLON SIGN / NIGHT

Dwg File Location: LINDA/Community Bank/Community Bank Waxahachie R3 Page 8 of 16

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CLIENT: Community Bank	SALES: Scott Vaughn	FILE: Community Bank Waxahachie R3	DRAWING DATE: 10/1/20
NOTES:		APPROVAL:	APPROVAL DATE:
		LOCATION: 2292 N Hwy 77, Waxahachie, TX 75183	DRAWN BY: Linda Bernd

(17)



2401 I-35 S. San Marcos, TX 78666
 Phone (512) 382-0900 • Fax (512) 382-3363
 info@signcrafters.net
 www.signcrafters.net

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CLIENT: Community Bank	SALES: Scott Vaughan	FILE: Community Bank Waxahachie R3	DRAWING DATE: 10/1/20
NOTES:		APPROVAL:	APPROVAL DATE:
		LOCATION: 2282 N Hwy 77, Waxahachie, TX 75165	DRAWN BY: Linda Gerard

(19)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-159-2020



MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020

City Council: December 21, 2020

CAPTION

Public Hearing on a request by Nicholas Balsamo, Kalterra Capital Partners, for a **Zoning Change** from a Multiple-Family Residential-2 zoning district to Planned Development-Multiple-Family Residential-2, located near the SW corner of Park Place Blvd at Garden Valley Pkwy (Property ID 275563) - Owner: KALTERRA CAPITAL PARTNERS LLC (ZDC-159-2020)

APPLICANT REQUEST

The applicant is requesting approval of a Planned Development to allow for construction of 205 multi-family residential units on approximately 12.7 acres.

CASE INFORMATION

Applicant: Clint Nolen, Kalterra Capital Partners, LLC

Property Owner(s): Kalterra Capital Partners, LLC

Site Acreage: 13.17 acres

Current Zoning: MF2

Requested Zoning: PD-MF2

SUBJECT PROPERTY

General Location: SW corner of Park Place Blvd at Garden Valley Pkwy

Parcel ID Number(s): 275563

Existing Use: Currently Undeveloped

Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	PD-SF2	Park Place Phase 2
East	NS	Promise Child Development Center
South	PD-MF2	The Hamilton at Garden Valley
West	MF2	Park Place Apartments

Future Land Use Plan:

Low Density Residential and Public/Semi-Public

Comprehensive Plan:

Low Density Residential: This category is representative of smaller single family homes and some duplex units. The majority of Waxahachie's current development is of similar density. It is appropriate to have approximately 3.5 dwelling units per acre.

Public/Semi-Public: This land use category includes uses that are educational, governmental or institutional in nature. This type of land use is generally permitted within any area, therefore, only the current Public/Semi-Public uses are shown on the map.

Thoroughfare Plan:

The subject property is accessible via Park Place Blvd.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The purpose of this request is to create a multi-family residential development within a Multi-Family zoning district. The existing zoning permits multi-family development, however, the applicant seeks variance request to allow for the development.

Proposed Use:

The applicant is requesting approval for a Planned Development to accommodate development of a 205 unit multi-family residential complex on 12.7 acres located at the Southwest corner of Park Place Blvd and Garden Valley Pkwy. The development will consist of five (5) apartment buildings with a maximum height of three (3) stories. If approved, the project is anticipated to be constructed in a single phase, with construction expected to commence approximately one year from zoning approval.

The Concept Plan depicts a residential development that includes elements such as *(but not limited to)*:

- Pool
- Community Green Space
- Dog Park
- Walk/Jog Trail
- Resident Clubhouse (Fitness Center, Coffee Bar, Conference Room, Game Room, Mail Room, Bicycle Storage/Repair)

Conformance with the Comprehensive Plan:

Residential developments can include low density residential, medium density residential, and high density residential. The proposed development is consistent with the following goals and objectives in the 2016 Comprehensive Plan Addendum:

- Growth Strategies – Goal 1: Encourage the most desirable, efficient use of land while maintaining and enhancing local aesthetics.
- Growth Strategies – Goal 12: Promote growth of the community where infrastructure exists.

Development Standards:

The applicant is proposing a base zoning district of Multi Family-2 (MF2). Allowed uses shall be those provided within the City of Waxahachie Zoning Ordinance for Multi Family-2 with additional changes listed below.

Permitted Uses:

- Multi-Family Apartments

Table 2: Proposed Multi-Family Residential (per MF2 standards)

*****Items highlighted in bold do not meet the City of Waxahachie MF2 requirements*****

Standard	City of Waxahachie	The Fitzgerald	Meets
Max. Density	18 DU per acre	16.2 DU per acre	Yes
Min. Lot Area (SF)	2,420 SF/Unit	2,741 SF/Unit	Yes
Min. Dwelling Unit (SF)	1 Bedroom – 600 2 Bedroom – 700	1 Bedroom – 650 2 Bedroom – 950	Yes
Max. Unit Count	232	205	Yes
Min. Lot Width	60 ft.	705 ft.	Yes
Min. Lot Depth	120 ft.	250 ft.	Yes
Min. Front Setback	75 ft. if over two stories (adj. to SF)	40 ft.	No
Min. Interior Setback	100 ft. if over 2 stories (adj. to MF or non res.)	30 ft.	No
Min. Rear Setback	75 ft. if over two stories	30 ft.	No
Max. Height	3 stories (main structure); 1 story (accessory structure)	3 stories (main structure); 1 story (accessory structure)	Yes
Max. Lot Coverage	40%	38%	Yes

(19)

Parking	307.5 total 154 attached enclosed garages	154 surface area 77 attached garages 77 carports	No
---------	--	--	----

Note: Per the Elevation/Façade Plan, the exterior of the façade will consist of board and batten siding, horizontal lap siding, and stone.

Table 3: Apartment Unit Breakdown

Unit Description	Unit Count	Percentage Breakdown
1 Bedroom/1 Bath	147	70%
2 Bedroom/2 Bath	58	30%
Total	205	100%

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City’s public hearing notice requirements, 32 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PROPERTY OWNER NOTIFICATION RESPONSES

Staff has received four (4) letters of support and three (3) letters of opposition for the proposed development.

STAFF CONCERNS

Masonry

Staff suggests that the applicant provide a higher percentage of masonry material (min. 70%) for the proposed development. Currently, the applicant is only proposing to provide 30% masonry per façade.

Setback

Staff suggests that the applicant revise the plan to meet the required setbacks for the zoning. As reflected in “Table 2” and the “Special Exception/Variance Request” sections of this report, the applicant is requesting variances for the front, side, and rear yard setbacks of the development.

Special Exception/Variance Request:

Front Setback

For Multi-Family zoning, any front setback adjacent to Single Family shall be 75 ft. if over two stories.

- The applicant is proposing a front yard setback of 40 ft.

Side Setback

For Multi-Family zoning, any side setback adjacent to Multi-Family or Nonresidential shall be 100 ft.

- The applicant is proposing side yard setback of 30 ft.

Rear Setback

For Multi-Family zoning, any rear setback over two stories shall be a minimum of 75 ft.

- The applicant is proposing rear yard setback of 30 ft.

Parking (Garages)

The applicant is required to provide 50% attached enclosed garages of the required parking for the site.

- The applicant is proposing 25% attached enclosed garages (77) of the 154 required attached enclosed garages.
 - The applicant also intends to provide 25% carports (77) for the development.

Roof Pitch

The minimum roof pitch allowed for MF2 zoning is 7:12.

- The applicant is proposing a roof pitch of 4:12.

Screening

Due to being adjacent to Multi-Family zoning (along the side and rear of the property), a min. 6ft. masonry wall is required.

- The applicant is proposing a 6 ft. ornamental iron fence with masonry columns spaced every 30 ft.

Refuse Facility

Every multi-family dwelling unit shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way. A refuse facility shall be a dumpster or other similar receptacle designed for receiving garbage in bulk for more than one dwelling. Refuse dumpsters shall be no closer than thirty (30) feet to any adjacent single-family property.

- The applicant is requesting that every multi-family dwelling unit shall be located within 330 ft.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Denial
- Approval, as presented.
- Approval, per the following comments:

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. Development Agreement/Ordinance
3. Location Exhibit
4. Planned Development Packet

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
 Colby Collins
 Senior Planner
ccollins@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

19)

Case ZDC-159-2020
Responses Received Inmate Released 2020 Indications Area
Support 4 - Oppose 1

Parcels	County Name	Acres	Legal Description	Donor's Address	Donor's City	Donor's State	Donor's Zip	Parcels Address
216434	WALAHACHE COMMUNITY DEVELOPMENT COMP	99.29	LOT 10 BROADHEAD ROAD SPORTS COMPLEX 99.29 AC	PO BOX 797	WALAHACHE	TX	79166	801 BROADHEAD RD WALAHACHE TX 79166
232244	DAVIDSON JAMES A	0.1912	11 GARDEN VALLEY RANCH PH1 0.1912 ACRES	116 VALLEY RANCH CT	WALAHACHE	TX	79165	116 VALLEY RANCH CT WALAHACHE TX 79166
232245	OMER RO HEINER & BRENDIA I	0.1912	21 GARDEN VALLEY RANCH PH1 0.1912 ACRES	113 VALLEY RANCH CT	WALAHACHE	TX	79165	113 VALLEY RANCH CT WALAHACHE TX 79166
232246	MICHAEL LARRY WAYNE & DIANA LEE	0.1613	31 GARDEN VALLEY RANCH PH1 0.1613 ACRES	111 VALLEY RANCH CT	WALAHACHE	TX	79166	111 VALLEY RANCH CT WALAHACHE TX 79166
232247	DELEON ARTURO L & EMILY A	0.3149	LOT 4 BLK 6 GARDEN VALLEY RANCH PH1 0.3149 AC	408 VALLEY RANCH CT	WALAHACHE	TX	79166	408 VALLEY RANCH CT WALAHACHE TX 79166
232248	SCULDS MELODY	0.1513	LOT 6 BLK 6 GARDEN VALLEY RANCH PH1 0.1513 AC	131 VALLEY RANCH DR	WALAHACHE	TX	79166	131 VALLEY RANCH DR WALAHACHE TX 79166
232249	DETERMAN JOHN	0.1213	LOT 7 BLK 6 GARDEN VALLEY RANCH PH1 0.1213 AC	129 VALLEY RANCH DR	WALAHACHE	TX	79166	129 VALLEY RANCH DR WALAHACHE TX 79166
232250	LUTTRALL BETTE JO	0.1313	9 GARDEN VALLEY RANCH PH1 0.1313 ACRES	127 VALLEY RANCH DR	WALAHACHE	TX	79166	127 VALLEY RANCH DR WALAHACHE TX 79166
232251	GAZZA LORNA	0.1667	9 GARDEN VALLEY RANCH PH1 0.1667 ACRES	126 VALLEY RANCH DR	WALAHACHE	TX	79166	126 VALLEY RANCH DR WALAHACHE TX 79166
232252	OOLTER GARY A & JOY BUSH & ALFA OOLTER	0.1667	LOT 7 BLK 6 GARDEN VALLEY RANCH PH1 0.1667 AC	131 COWOTE BLVD	WALAHACHE	TX	79166	131 VALLEY RANCH DR WALAHACHE TX 79166
232253	VICKERY JOHN	0.1667	LOT 11 BLK 6 GARDEN VALLEY RANCH PH1 0.1667 AC	828 BARALVO RD	MELDOTHAM	TX	76988	121 VALLEY RANCH DR WALAHACHE TX 79166
232254	NEWMAN JOHN & RANDY	0.1667	LOT 12 BLK 6 GARDEN VALLEY RANCH PH1 0.1667 AC	305 WACHO LA DR	WALAHACHE	TX	79166	121 VALLEY RANCH DR WALAHACHE TX 79166
241951	GARDEN VALLEY RANCH HOME OWNERS ASSOCIATION C/O GOODWIN MANAGEMENT INC	0.75	LOT P1 TR BLK 1 GARDEN VALLEY AMENITY CENTER REV 0.75 AC	PO BOX 20319	ALIB FIA	TX	79728	528 GARDEN VALLEY PKWY WALAHACHE TX 79166
241952	GARDEN VALLEY APARTMENTS LLC	15.8	0.48 & A ADAMS 15.9 ACRES	3708 RAWLINS ST STE 1300	DALLAS	TX	75219	540 PARK PLACE BLVD WALAHACHE TX 79166
241953	ADAMS ADAMS	0.48	0.48 & A ADAMS 15.9 ACRES	3708 RAWLINS ST STE 1300	DALLAS	TX	75219	540 PARK PLACE BLVD WALAHACHE TX 79166
241954	BALYARD FAMIL HOLDINGS LTD	0.246	LOT 1 BLK 1 PARK PLACE PH 2 0.246 AC	6340 N INTERSTATE HIGHWAY 37E	WALAHACHE	TX	79166	108 NORTH STAR LN WALAHACHE TX 79166
241955	BERNARD LINA B & JAMES R	0.199	LOT 2 BLK 1 PARK PLACE PH 2 0.199 AC	102 NORTH STAR LN	WALAHACHE	TX	79166	102 NORTH STAR LN WALAHACHE TX 79166
241956	SHOCK SHEA C & ELIZABETH	0.199	LOT 3 BLK 1 PARK PLACE PH 2 0.199 AC	104 NORTH STAR LN	WALAHACHE	TX	79166	104 NORTH STAR LN WALAHACHE TX 79166
241957	THOMAS MICHAEL R	0.246	LOT 1 BLK 1 PARK PLACE PH 2 0.246 AC	101 BLUE MOON DR	WALAHACHE	TX	79166	101 BLUE MOON DR WALAHACHE TX 79166
241958	LEET TERRY R & CASAMIRRA B	0.192	LOT 2 BLK 1 PARK PLACE PH 2 0.192 AC	103 BLUE MOON DR	WALAHACHE	TX	79166	103 BLUE MOON DR WALAHACHE TX 79166
241959	ADAMS PAULA	0.192	LOT 3 BLK 1 PARK PLACE PH 2 0.192 AC	105 BLUE MOON DR	WALAHACHE	TX	79166	105 BLUE MOON DR WALAHACHE TX 79166
241960	SHOCK SHEA C & ELIZABETH	0.192	LOT 4 BLK 1 PARK PLACE PH 2 0.192 AC	107 BLUE MOON DR	WALAHACHE	TX	79166	107 BLUE MOON DR WALAHACHE TX 79166
241961	ADAMS ADAMS	0.37	LOT 6 BLK 1 PARK PLACE PH 2 0.37 AC	201 STARBUCK TR	WALAHACHE	TX	79166	201 STARBUCK TR WALAHACHE TX 79166
241962	GARDEN VALLEY RANCH HOME OWNERS ASSOCIATION INC C/O GOODWIN MANAGEMENT INC	0.844	LOT P1 TR BLK 1 GARDEN VALLEY AMENITY CENTER REV 0.844 AC	PO BOX 20319	ALIB FIA	TX	79728	528 GARDEN VALLEY PKWY WALAHACHE TX 79166
272467	D H HERTON TEXAS LTD	0.26	LOT 30 BLK 3 GARDEN VALLEY WEST 0.26 AC	4386 MILLER RD	ROWLETT	TX	75089	202 WESTWOOD DR WALAHACHE TX 79166
272568	D H HERTON TEXAS LTD	0.15	LOT 21 BLK 3 GARDEN VALLEY WEST 0.15 AC	4386 MILLER RD	ROWLETT	TX	75089	206 WESTWOOD DR WALAHACHE TX 79166
272609	RODRIGUEZ CHRISTINA L	0.12	LOT 22 BLK 3 GARDEN VALLEY WEST 0.12 AC	256 WESTWOOD DR	WALAHACHE	TX	79166	256 WESTWOOD DR WALAHACHE TX 79166
272610	RODRIGUEZ MELODY	0.12	LOT 23 BLK 3 GARDEN VALLEY WEST 0.12 AC	258 WESTWOOD DR	WALAHACHE	TX	79166	258 WESTWOOD DR WALAHACHE TX 79166
272611	D H HERTON TEXAS LTD	0.12	LOT 24 BLK 3 GARDEN VALLEY WEST 0.12 AC	4386 MILLER RD	ROWLETT	TX	75089	264 WESTWOOD DR WALAHACHE TX 79166
272612	PUTMAN JASON & COURTNEY R	0.19	LOT 25 BLK 3 GARDEN VALLEY WEST 0.19 AC	252 WESTWOOD DR	WALAHACHE	TX	79166	252 WESTWOOD DR WALAHACHE TX 79166
272613	D H HERTON TEXAS LTD	0.22	LOT 26 BLK 3 GARDEN VALLEY WEST 0.22 AC	4386 MILLER RD	ROWLETT	TX	75089	101 GARDEN GROVE DR WALAHACHE TX 79166
272614	RODRIGUEZ RODNEY A & JEAN L	0.14	LOT 27 BLK 3 GARDEN VALLEY WEST 0.14 AC	105 GARDEN GROVE DR	WALAHACHE	TX	79166	105 GARDEN GROVE DR WALAHACHE TX 79166
272615	KAL TERRA CAPITAL PARTNERS LLC	7.87	0.48 & A ADAMS 7.87 ACRES	3708 RAWLINS ST STE 1300	DALLAS	TX	75219	GARDEN VALLEY PKWY WALAHACHE TX 79166
272616	KAL TERRA CAPITAL PARTNERS LLC	15.97	0.48 & A ADAMS 15.17 ACRES	3708 RAWLINS ST STE 1300	DALLAS	TX	75219	PARK PL WALAHACHE TX 79166

(19)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-159-2020

LETT KAYLA N & JAMES R
117 VALLEY RANCH DR
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 15, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, December 21, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

- 1. Request by Clint Nolen, Kalterra Capital Partners LLC, for a Zoning Change from a Multiple-Family Residential-2 zoning district to Planned Development-Multiple-Family Residential-2, located near the SW corner of Park Place Blvd at Garden Valley Pkwy (Property ID 275563) - Owner: KALTERRA CAPITAL PARTNERS LLC (ZDC-159-2020)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: Planning@Waxahachie.com for additional information on this request.

Case Number: ZDC-159-2020

City Reference: 232355

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, December 9, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

The Park Place Apts are plenty. It is Ridiculous to Fill in the little bit of space left w/ even more apts !!!

Kayla Lett
Signature

12/9/2020
Date

Kayla Lett / JAMES LETT
Printed Name and Title

117 Valley Ranch Drive
Address
Waxahachie TX 75165

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



(19)

RECEIVED DEC - 1 2020

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-159-2020

GARDEN VALLEY APARTMENTS LLC
3710 RAWLINS ST STE 1390
DALLAS, TX 75219

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 15, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, December 21, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

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Case Number: ZDC-159-2020

City Reference: 242239

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, December 9, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

Phillip Sanchez
Signature

12/1/2020
Date

PHILLIP SANCHEZ, MANAGER
Printed Name and Title

3710 RAWLINS, STE 1390, DALLAS, TX
Address
75219

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



(1A)

RECEIVED DEC - 2 2020

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-159-2020

PROMISE MINISTRIES
PO BOX 801
WAXAHACHIE, TX 75168

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 15, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, December 21, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

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Case Number: ZDC-159-2020

City Reference: 253043

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, December 9, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

Signature

12-1-20
Date

Halston Waishes - Director
Printed Name and Title

980 Garden Valley Pkwy
Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



(19)

RECEIVED NOV 23 2020

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-159-2020

BERNARD LISA B & JAMES R
102 NORTH STAR LN
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 15, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, December 21, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

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Case Number: ZDC-159-2020

City Reference: 258757

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, December 9, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

Lisa Bernard

Signature

11/30/2020

Date

Lisa Bernard

Printed Name and Title

102 Northstar Ln

Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.

(19)

Case Number: ZDC-159-2020

City Reference: 258785

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, December 9, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

RECEIVED DEC - 3 2020

Comments:

Kathryn Burchfield
Signature

12-1-20
Date

Kathryn Burchfield
Printed Name and Title Homeowner

109 Blue Moon Dr
Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



(19)

RECEIVED DEC - 1 2020

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-159-2020

KALTERRA CAPITAL PARTNERS LLC
3710 RAWLINS ST STE 1390
DALLAS, TX 75219

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Case Number: ZDC-159-2020

City Reference: 275562

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, December 9, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

Phillip Sanchez
Signature

12/1/2020
Date

PHILLIP SANCHEZ, MANAGER
Printed Name and Title

3710 RAWLINS, STE 1390, DALLAS, TX
Address
75219

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



(19)

RECEIVED DEC - 1 2020

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-159-2020

KALTERRA CAPITAL PARTNERS LLC
3710 RAWLINS ST STE 1390
DALLAS, TX 75219

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 15, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, December 21, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Clint Nolen, Kalterra Capital Partners LLC, for a **Zoning Change** from a Multiple-Family Residential-2 zoning district to Planned Development-Multiple-Family Residential-2, located near the SW corner of Park Place Blvd at Garden Valley Pkwy (Property ID 275563) - Owner: KALTERRA CAPITAL PARTNERS LLC (ZDC-159-2020)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: Planning@Waxahachie.com for additional information on this request.

Case Number: ZDC-159-2020

City Reference: 275563

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, December 9, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

Phillip S
Signature

12/1/2020
Date

PHILLIP SANCHEZ, MANAGER
Printed Name and Title

3710 RAWLINS, STE 1390, DALLAS, TX
Address

75219

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(19)

STATE OF TEXAS § DEVELOPMENT AGREEMENT
 § FOR THE FITZGERALD APARTMENTS
COUNTY OF ELLIS §

This Development Agreement for The Fitzgerald Apartments ("Agreement") is entered into between Kalterra Capital Partners, LLC ("KCP") and the City of Waxahachie, Texas ("City"). KCP and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

Recitals:

1. KCP is the owner of approximately 13.17 acres of real property generally located at the Southwest corner of Park Place Blvd and Garden Valley Pkwy, parcel number 275563, in the City of Waxahachie, Texas (the "Property"), for which he has requested a change in the Property's Multi Family-2 zoning to a Planned Development ("PD") Multi Family-2 zoning, revising specific development standards. The Property is currently zoned Multi Family-2 by the City, and is anticipated to have the zoning changed to a new PD zoning on December 21, 2020.

2. The planned use of the Property is to create a Planned Development to allow for the development of multi family residential structures (apartments). The PD zoning process is utilized to ensure that the Property would develop in a manner that meets the City's desired development standards, as well as providing KCP with agreed-upon and negotiated standards consistent with their business objectives.

3. As is reflected by the public records of the City, significant discussions and negotiations between representatives of KCP and the City of Waxahachie staff have occurred during various meetings, in an effort to obtain an agreed-upon and negotiated set of zoning and development standards to be reflected in the PD zoning amendment Ordinance No. (TBD) (the "The Fitzgerald Apartments PD Ordinance"), a copy of which is attached hereto as *Exhibit A* and which contains the negotiated zoning and development standards for The Fitzgerald Apartments.

4. This Agreement seeks to incorporate the negotiated and agreed upon zoning and development standards contained in The Fitzgerald Apartments PD Ordinance as contractually-binding obligations between the City of Waxahachie and KCP, and to recognize KCP's reasonable investment-backed expectations in The Fitzgerald Apartments PD Ordinance and the planned development of The Fitzgerald Apartments.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

(19)

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing ("**Term**").

Section 3. Agreements. The Parties agree as follows:

Incorporation of Zoning and Recognition of Investment-Backed Expectations: The negotiated and agreed upon zoning and development standards contained in The Fitzgerald Apartments PD Ordinance, which incorporate by reference the general zoning regulations of the City of Waxahachie zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the developer.

The Developer agrees to:

- (A) A mutually agreed upon Development Agreement will be required for the property.
- (B) The minimum front yard setback shall be 40ft.
- (C) The minimum side yard setback shall be 30ft.
- (D) The minimum rear yard setback shall be 30ft.
- (E) A minimum of 77 attached enclosed garages, 77 carports, and 154 surface area parking spaces shall be provided for the development.
- (F) The minimum roof pitch shall be 4:12.
- (G) A 6ft. ornamental iron fence with masonry columns spaced every 30ft. shall be constructed adjacent to Single Family and Multi Family zoning properties (side(s) and rear).
- (H) Every multi-family dwelling unit shall be located within 330 ft.
- (I) The maximum unit count shall be 205 units.
- (J) The maximum density shall be 16.2 dwelling units per acre.
- (K) The exterior of the project shall consist of board and batten siding, horizontal lap siding, and stone. The stone shall consist of a minimum 30% for each building.
- (L) The Site Plan shall conform as approved by the City Council under case number ZDC-159-2020.

(M) A detailed Site Plan packet shall be administratively reviewed and approved in accordance with the Site/Concept Plan.

(N) The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

In consideration of KCP's agreement in this regard, the City of Waxahachie agrees that KCP has reasonable investment-backed expectations in The Fitzgerald Apartments PD Ordinance, and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in The Fitzgerald Apartments PD Ordinance without impacting KCP's reasonable investment-backed expectations.

Section 4. Miscellaneous

A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Ellis County, Texas.

B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

C. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, 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 shall 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. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

E. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

G. This Agreement is made subject to the existing provisions of the City of Waxahachie, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

I. This Agreement may be only amended or altered by written instrument signed by the Parties.

J. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

L. This Agreement shall be recorded in the real property records of Ellis County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon KCP and all heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any platted residential lot upon which a completed structure has been constructed.

(19)

{Signature Pages Follow}

(19)

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF WAXAHACHIE, TEXAS

By: _____
Michael Scott, City Manager

Date: _____

ATTEST:

By: _____
City Secretary

: Clint Nolen (Applicant)

By: _____

Date: _____

: Kalterra Capital Partners, LLC (Owner)

By: _____

Date: _____

(19)

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, 2020, personally appeared MICHAEL SCOTT, City Manager of the City of Waxahachie, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, 2020, personally appeared _____, representative of Kalterra Capital Partners, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

(19)

EXHIBIT A

The Fitzgerald Apartments PD Ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM MULTI FAMILY-2 (MF2) TO PLANNED DEVELOPMENT-MUTI FAMILY-2 (PD-MF2), LOCATED AT THE SOUTHWEST CORNER OF PARK PLACE BLVD AND GARDEN VALLEY PKWY, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 13.17 ACRES KNOWN AS A PORTION OF PROPERTY ID 275563 OF ABSTRACT 5 OF THE JB AND A ADAMS SURVEY, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

WHEREAS, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, a proper application for a PD, with Concept Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-159-2020. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from MF2 to PD-MF2, with Concept Plan; and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

WHEREAS, a proper hearing was held as required by law and the Council having heard all arguments for and against said zoning amendment;

NOW, THEREFORE, this property is rezoned from MF2 to PD-MF2, with Concept Plan in order to facilitate development of the subject property in a manner that allows multi family residential (apartments) structures on the following property: a portion of Property ID 275563 of Abstract 5 of the JB and A Adams Survey, which is shown on Exhibit A, and Planned Development Packet shown as Exhibit B.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development to create a multi family residential (apartments) development, and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

(19)

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance. The locations of buildings, driveways, parking areas, amenity areas, trails, fencing, and other common areas shall substantially conform to the locations shown on the approved Planned Development Regulations (Exhibit B).

Development Regulations

1. A mutually agreed upon Development Agreement will be required for the property.
2. The minimum front yard setback shall be 40ft.
3. The minimum side yard setback shall be 30ft.
4. The minimum rear yard setback shall be 30ft.
5. A minimum of 77 attached enclosed garages, 77 carports, and 154 surface area parking spaces shall be provided for the development.
6. The minimum roof pitch shall be 4:12.
7. A 6ft. ornamental iron fence with masonry columns spaced every 30ft. shall be constructed adjacent to Single Family and Multi Family zoning properties (side(s) and rear).
8. Every multi-family dwelling unit shall be located within 330 ft.
9. The maximum unit count shall be 205 units.
10. The maximum density shall be 16.2 dwelling units per acre.
11. The exterior of the project shall consist of board and batten siding, horizontal lap siding, and stone. The stone shall consist of a minimum 30% for each building.
12. The Site Plan shall conform as approved by the City Council under case number ZDC-159-2020.
13. Any zoning, land use requirement, or restriction not contained within this zoning ordinance or Development Agreement shall conform to those requirements and/or standards prescribed in Exhibits B – Planned Development Packet. Where regulations are not specified in Exhibits B or in this ordinance, the regulations of Multi Family-2 zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
14. A detailed Site Plan packet shall be administratively reviewed and approved in accordance with the Site/Concept Plan.
15. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

(19)

PASSED, APPROVED, AND ADOPTED on this 21st day of December, 2020.

MAYOR

ATTEST:

City Secretary

(19)



Exhibit A - Location Exhibit

0 250 500 1,000 1,500 2,000 Feet

ZDC-000159-2020 (PD)

(19)

Exhibit B - Planned Development Regulations

Introduction

This PD request seeks to modify zoning on the subject property for the development of a conventional, multifamily residential community on approximately 12.7 acres. The subject property is located on Park Place Boulevard and Garden Valley Parkway.

Proposed Uses

The proposed Planned Development would be for high density multifamily as the property is currently zoned, however the Planned Development would provide some variances to the current MF-2 standards as outlined below.

Proposed Yard, Lot, and Space Regulations

The proposed project would decrease the minimum front yard and side yard setbacks in accordance with Exhibit A – Concept Site Plan.

Standard	MF-2 Standards	Proposed PD
Minimum Front Yard	Adjacent to SF - 25'. 75' if over two stories. Adjacent to MF or Nonresidential - 25'. 100' if over 2 stories	Adjacent to SF - 25'. 75' if over two stories. Adjacent to MF or Nonresidential - 25'. 40' if over 2 stories
Minimum Side Yard	Adjacent to SF - 50'. 75' if over two stories. Adjacent to MF or Nonresidential - 25'. 100' if over 2 stories	Adjacent to SF - 25'. 75' if over two stories. Adjacent to MF or Nonresidential - 25'. 30' if over 2 stories
Minimum Rear Yard	Adjacent to residential; 50', over two story is 75'	Adjacent to residential; 30', over two story is 30'

Building Elevations

The proposed development intends to provide an improved design, form and function beyond the standard guidelines referenced in the MF-2 zoning. The building materials necessary to achieve this design and requested for this project are as follows will comply with Exhibit B – Representative Building Elevation:

Standard	MF-2 Standards	Proposed PD
Roof Pitch	7:12	4:12
Percent Masonry	90%	30%

Exhibit B - Planned Development Regulations ⁽¹⁹⁾

Parking

Current MF-2 standards require that “at least one-half of the required minimum off-street spaces shall be provided in attached fully enclosed garages”. Due to recent experience with the recently completed and fully occupied adjacent multifamily property, this requirement has proven excessive and has not been utilized by the residents. Due to the inefficiency and the negative impact on design flexibility, the proposed development requests a reduction in the percentage of fully enclosed garages from 50% to 25% of overall parking. Additionally, the proposed development will provide an additional 25% of the overall parking via car ports.

Access

In accordance with Exhibit A – Concept Site Plan, access to the property will be limited to two driveways on Park Place Blvd and a connection to the pedestrian path will be provided with gated access.

Landscaping and screening

Landscaping and screening will be provided in accordance with Exhibit C – Concept Landscape Design. Any deviation from Exhibit C shall require the approval of the City of Waxahachie Planning Department.

Accessory buildings

Accessory buildings are not anticipated at this time, as the clubhouse and leasing facilities are anticipated to be incorporated into the larger central structure on the site; however, any accessory structure will comply with the requirements as set forth in the City of Waxahachie Zoning Ordinance.

Signs

All signage will comply with the City of Waxahachie Zoning Ordinance.

Lighting

All lighting will comply with the City of Waxahachie Zoning Ordinance.

Project Phasing or scheduling

The project is anticipated to be constructed in a single phase, with construction expected to commence approximately one year from zoning approval. Construction is expected to take approximately 18 months upon commencement.

Management associations

No management association has been identified for the project at this time. Professional leasing and management of the facility is expected.

Other Issues

Refuse Facilities: A waiver to the minimum distance to a trash facility is also requested to reduce resident trips to refuse facilities, and this waiver will allow for greater flexibility in placement to reduce impact on the pedestrian path located on the south side of the property. No waiver is requested to the minimum number of facilities needed or required screening.

Exhibit B - Planned Development Regulations ⁽¹⁹⁾

Open Space requirements: A credit of one-third of the usable open space requirement is requested due to adjacency to the City's pedestrian network and Sports Complex, as well as credit for the swimming pool area and patio (approximately 2,500 sf)

(19)

Exhibit B – Representative Building Elevation



(19)

Elevation Plan – The Emory

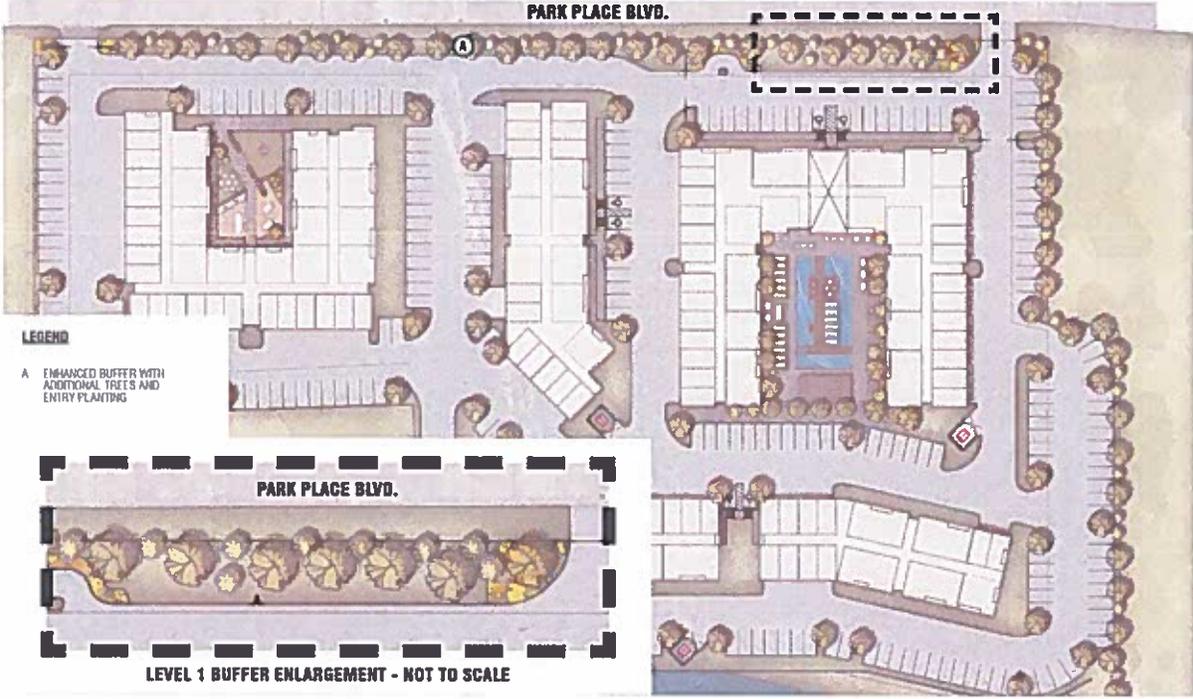
Conceptual Rendering



Material	Percentage of Building Material
Batt. And Board	30%
Horizontal Lap Siding	40%
Stone	30%

(19)

Exhibit C -
Concept
Landscape
Plan



KALTERRA WAXAHACHIE
WAXAHACHIE, TX
LEVEL 1 BUFFER

FOR OFFICIAL USE ONLY. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.



Kimley-Horn
DECEMBER 2020

(21)

Planning & Zoning Department

Zoning Staff Report



Case: ZDC-72-2020

MEETING DATE(S)

Planning & Zoning Commission: December 15, 2020 (continued from November 10, 2020)

City Council: December 21, 2020

CAPTION

Public Hearing on a request by Phillip Fisher, Macatee Engineering LLC, for a **Zoning Change** from a Future Development and General Retail zoning district to Planned Development-Mixed-Use Residential, located W of 2374 W Highway 287 Bypass (Property IDs 185971, 185972, 185886, 185978) - Owner: CAROLYN J HAMAN (ZDC-72-2020)

APPLICANT REQUEST

The applicant is requesting approval of a Planned Development to allow development of single family homes, cottage style homes, retail/office, and park/open space on 188.46 acres.

CASE INFORMATION

Applicant: Terrance Jobe, Alluvium Development
Property Owner(s): Carolyn Haman
Site Acreage: 188.46 acres
Current Zoning: Future Development & General Retail
Requested Zoning: Planned Development-Mixed Use Residential

SUBJECT PROPERTY

General Location: West of 2374 W Highway 287 Bypass
Parcel ID Number(s): 185971, 185972, 185886, 185978
Existing Use: Currently Undeveloped
Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	N/A (Ellis County)	Single Family Residences
East	SF1 & PD-C	Undeveloped Land & Cowboy Church of Ellis County
South	---	US Highway 287
West	N/A (Ellis County)	Single Family Residences

(21)

Future Land Use Plan:

Low Density Residential and Highway Commercial

Comprehensive Plan:

Low Density Residential: This category is representative of smaller single family homes and some duplex units. The majority of Waxahachie's current development is of similar density. It is appropriate to have approximately 3.5 dwelling units per acre.

Highway Commercial: Highway Commercial areas are intended to allow for traditional commercial land uses, but such uses should be developed to a higher standard. For example, outside storage may be permitted, but would have to be screened and not visible from the road. In addition, a more limited array of commercial uses would be permitted. Hotels, motels, and car dealerships would be permitted, for example, but manufactured home sales and self-storage buildings would not. The idea is for these areas to show a positive image of Waxahachie and make visitors want to travel into the main part of the City.

Thoroughfare Plan:

The subject property is accessible via US Highway 287 Service Road.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant is requesting approval of a Planned Development to allow development of single family homes, cottage style homes, retail/office, and park/open space on 188.46 acres. Per the City of Waxahachie Zoning Ordinance, the Planned Development requires approval from City Council.

Proposed Use:

The purpose of this Planned Development district is to create zoning that will allow the development of 383 single family homes. Of which, 288 lots will fall within the categories A, B and C (as identified on the attached PD Concept Plan and listed in the staff report below) and 95 lots will be developed as 40' wide "Cottage Style" lots. Four general retail tracts are also proposed adjacent to Highway 287 and the proposed thoroughfares.

The applicant intends to create a walkable, interactive and high-end development by creating several open spaces, including pocket parks, a 3.5acre amenity park, and a dog park.

Proposed Planned Development Regulations

Items highlighted in **bold indicates a variation request from the Single Family-3 (SF3) requirements.*

Type 'A' Lots

- Minimum Lot Area - 10,000 SF
- **Minimum Lot Width - 65' interior lot; 70' corner lot; 55' for lots with predominate frontage on a curve radius**
- Minimum Lot Depth - 120'
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- **Minimum Side Yard (interior) - 5'**
- **Minimum Side Yard (exterior on corner lots) - 10'**

Type 'B' Lots

- Minimum Lot Area - 10,000 SF
- **Minimum Lot Width - 70' interior lot; 75' corner lot; 65' for lots with predominate frontage on a curve radius**
- Minimum Lot Depth - 130'
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- **Minimum Side Yard (interior) - 5'**
- **Minimum Side Yard (exterior on corner lots) - 10'**

Type 'C' Lots

- Minimum Lot Area - 12,320 SF
- **Minimum Lot Width - 80' interior lot; 85' corner lot; 75' for lots with predominate frontage on a curve radius**
- Minimum Lot Depth - 140'
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- **Minimum Side Yard (interior) - 10'**
- **Minimum Side Yard (exterior on corner lots) - 15'**

(21)

For all Type 'A' 'B' and 'C' Lots

- Maximum Lot Coverage - 50% by main and accessory buildings not including drives and walks
- Maximum Height - 2 stories for the main building; 1 story for accessory buildings without garages
- Minimum Parking - 2 enclosed spaces
- Minimum Dwelling Unit Area - 1,750 SF
- Garage Door Orientation or Placement - 50% of the dwellings shall have garage doors served by side-entry or j-swing drives, and the remaining garages shall be 3' behind the front building face
- Maximum Garage Width - Garages for 85% of total dwellings shall not exceed 50% of the total width of the house; 15% of dwellings may have garages that constitute up to 60% of the total width of the house to allow for 3-car garages
- Minimum Roof Pitch - 8:12 with laminated 3-dimensional architectural shingles with a 30 year minimum
- Minimum Number of Elevations - No single building elevation shall be duplicated within 5 lots either direction on the same blockface
- Minimum Number of Design Elements - Shall comply with the requirements applicable to SF3 zoning in Section 5.01, Exterior Construction Requirements of the City's Zoning Ordinance
- Landscaping Requirements - Shall comply with the requirements applicable to SF3 zoning as provided in Section 5.04 of the City's Zoning Ordinance.
- Accessory Structures and Uses - Shall comply with the requirements applicable to accessory structures and uses in SF3 zoning
- Masonry Exterior Construction - Shall comply with the requirements applicable to single family residential use as provided in Section 5.01 of the City's Zoning Ordinance.

Detached Residential (Cottage) Development Standards

**It should be noted that the City of Waxahachie Zoning Ordinance does not contain regulations regarding cottage lots.*

- Minimum Lot Area - 4,400 SF
- Minimum Lot Width - 40' interior lot; 45' corner lot
- Minimum Lot Depth - 110'
- Minimum Front Yard - 10'
- Minimum Rear Yard - 20'
- Minimum Side Yard (interior) - 5'
- Minimum Side Yard (exterior on corner lots) - 10'
- Maximum Lot Coverage - 55% by main and accessory buildings not including drives and walks
- Maximum Height - Two (2) stories; 1 story for accessory buildings
- Minimum Parking - 2 enclosed spaces per dwelling units, plus 0.45 space per dwelling unit for guests
- Minimum Dwelling Unit Area - 1,200 SF
- Garage Door Orientation or Placement - All garages shall be rear entry.
- Minimum Roof Pitch - 8:12 with laminated 3-dimensional architectural shingles with a 30 year minimum

(21)

- Minimum Number of Elevations - No single building elevation shall be duplicated within 5 lots either direction on the same blockface
- Minimum Number of Design Elements - Shall comply with the requirements applicable to SF3 zoning in Section 5.01, Exterior Construction Requirements of the City's Zoning Ordinance
- Landscaping Requirements - Shall comply with the requirements applicable to SF3 zoning as provided in Section 5.04 of the City's Zoning Ordinance.
- Accessory Structures and Uses - Shall comply with the requirements applicable to accessory structures and uses in SF3 zoning
- Masonry Exterior Construction - Shall comply with the requirements applicable to single family residential use as provided in Section 5.01 of the City's Zoning Ordinance.

Screening and Buffer Requirements

- Along the 80' thoroughfare - shall be a 6' high masonry wall and a 10' wide landscape buffer with one 3" caliper tree every 40'

Commercial Development Standards

- The future retail, office or commercial development shall comply with the regulations applicable to General Retail (GR) District.
- Parking shall be provided as required by Section 4.03 of the City's Zoning Ordinance
- Access to the retail area along the highway frontage road will comply with TxDOT guidelines and will require drive approach permits from TxDOT
- To enhance cross access, a common access easement will be provided along most of the commercial lot frontage, where it is appropriate, parallel to the highway frontage road.
- Loading docks shall be screened from public right-of-way
- Dumpsters shall be located and screened in compliance with the City's Zoning Ordinance requirements
- Mechanical and electrical equipment shall be screened from public right-of-way
- Masonry Exterior Construction - Shall comply with the requirements applicable to commercial uses as provided in Section 5.01 of the City's Zoning Ordinance.

Amenities or Improvements within Parks and Open Space:

- Pockets parks / open space among the single family residential lots
 - a. Shade trees, playground equipment and benches
 - b. Trees and seasonal colors in the two open space areas that form the gateway from the 80' thoroughfare into the single-family residential lots
- Amenities Park - shall have at least one (1) swimming pool and one (1) playground, plus a minimum of four (4) of the following amenities: trees, pool cabana, volleyball court, shade structures, picnic benches, grills.
- Dog Park - 4' high vinyl coated chain link fence along the perimeter with benches and pet waste stations
- Detention Areas - Trees planted in clusters around the ponds

(21)

The Concept Plan depicts a development that includes amenities such as:

- Parks/Open Space
- Amenity Ponds

Conformance with the Comprehensive Plan:

The proposed development is consistent with the following goals and objectives in the 2016 Comprehensive Plan Addendum:

- Growth Strategies – Goal 1: Encourage the most desirable, efficient use of land while maintaining and enhancing local aesthetics.
- Growth Strategies – Goal 2: Encourage a balance of land uses to serve the needs of citizens and to ensure a diverse economic base
- Growth Strategies – Goal 12: Promote growth of the community where infrastructure exists.
- Growth Strategies – Goal 15: Identify areas for strategic annexations to occur.

Development Standards:

Allowed uses shall be those provided within the City of Waxahachie Zoning Ordinance with additional changes listed below.

Permitted Uses:

- Single family
- Cottage style homes
- Retail/Office
- Park/Open Space

SPECIAL EXCEPTION/VARIANCE REQUEST:

Lot Width

The minimum lot width requirement per SF3 zoning is 80ft.

- Type A Lots: The applicant is proposing a minimum lot width of 65ft. interior lot, 70ft. corner lot, and 55ft. for lots with predominate frontage on a curve radius.
- Type B Lots: The applicant is proposing a minimum lot width of 70ft. interior lot, 75ft. corner lot, and 65ft. for lots with predominate frontage on a curve radius

Side Yard Setback

The minimum side yard setback requirement per SF3 zoning is 10ft. (15ft. adjacent to ROW)

- Type A and Type B Lots: The applicant is proposing a minimum side yard setback of 5ft. and 10ft. on corner lots.

Garage Width

No garage width for single family shall be more than 50% of the total width of the house.

- The applicant is proposing that 15% may have garages that constitute up to 60% of the total width of the house to allow for 3-car garages.

Minimum Elevations

No single building elevation shall be duplicated within six (6) lots or tracts either direction on the same blockface.

- The applicant is proposing that no single building elevation shall be duplicated within five (5) lots either direction on the same blockface.

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PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 19 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PROPERTY OWNER NOTIFICATION RESPONSES

Inside 200ft. Notification Area: Staff received one (1) letter of opposition within the 200ft. notification area.

Outside 200ft. Notification Area: Staff received one (1) letter of opposition outside of the 200ft. notification area.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Denial
- Approval, as presented.
- Approval, per the following comments:**
 1. If approved, a mutually agreed upon Development Agreement must be signed by the applicant.

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. Letter of Intent
3. Development Agreement/Planned Development Regulations
4. Park Concept Plans

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

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Case ZDC-77-2020
Responses Received Under Required 207 Notification Area
Support D Oppose 1

Case No	Owner's Name	Acres	Legal Description	Owner's Address	Owner's City/County/State	Owner's ZIP	Project Address
185868	HAMAN CAROLYN J L/E HAMAN CAROLYN FAMILY LTD PRTRHS	26.99	545 WM IRWIN 26.99 ACRES	3808 CABEZA DE VACA CIR	IRVING TX	75037	HIGHWAY 287 WAXAHACHE TX 75165
185869	CALVERT SUDAN M	47.587	545 WM IRWIN 47.587 ACRES	PO BOX 854	WAXAHACHE TX	75167	FM 894 WAXAHACHE TX 75167
185871	HAMAN CAROLYN J L/E HAMAN CAROLYN FAMILY PRTRMP	130.179	546 400 WM IRWIN D S CENTRY 130.179 ACRES	3808 CABEZA DE VACA CIR	IRVING TX	75037	HIGHWAY 287 WAXAHACHE TX 75165
185872	HAMAN CAROLYN J L/E HAMAN CAROLYN FAMILY LTD PRTRHS	25.39	546 WM IRWIN 25.39 ACRES	3808 CABEZA DE VACA CIR	IRVING TX	75037	HIGHWAY 287 WAXAHACHE TX 75165
185874	HALLBAUER JIMMIE W & ERIN S	2.54	548 L J IRWIN 2.54 ACRES	3640 BLACK CHAMP RD	MIDLOTHIAN TX	76065	3640 BLACK CHAMP RD WAXAHACHE TX 75167
185875	HUGHES LEO J & CYNTHIA J	33.121	548 L J IRWIN 33.121 ACRES	2451 MARSHALL RD	WAXAHACHE TX	75167	2451 MARSHALL RD WAXAHACHE TX 75167
185878	HAMAN CAROLYN J L/E HAMAN CAROLYN FAMILY LTD PRTRHS	6.6	545 WM IRWIN 6.6 ACRES	3808 CABEZA DE VACA CIR	IRVING TX	75037	HIGHWAY 287 WAXAHACHE TX 75165
187861	BYARS RANDY L & JAMES F	4.531	TR 1 BLACK CHAMP ESTS 4.531 ACRES	4270 BLACK CHAMP RD	MIDLOTHIAN TX	76065	4270 BLACK CHAMP RD WAXAHACHE TX 75167
190013	BLAYNE PHILLIP M	3.356	LOT 18 BLACK CHAMP ESTS PH2 3.356 AC	4670 BLACK CHAMP RD	MIDLOTHIAN TX	76065	4670 BLACK CHAMP RD WAXAHACHE TX 75167
190015	BLAYNE PHILLIP M	3.356	LOT 18 BLACK CHAMP ESTS PH2 3.356 AC	4270 BLACK CHAMP RD	MIDLOTHIAN TX	76065	4270 BLACK CHAMP RD WAXAHACHE TX 75167
190016	LINDSEY MICHAEL S & VIRG	2.831	LOT 18 BLACK CHAMP ESTS PH2 2.831 AC	4670 BLACK CHAMP RD	MIDLOTHIAN TX	76065	4670 BLACK CHAMP RD WAXAHACHE TX 75167
190017	DAVIES CYNTHIA	2.001	LOT 17 BLACK CHAMP ESTS PH2 2.001 AC	4430 BLACK CHAMP RD	MIDLOTHIAN TX	76065	4430 BLACK CHAMP RD WAXAHACHE TX 75167
190018	HULSEY ZACHARY N & CHRISTINA V	2.79	LOT 18 BLACK CHAMP ESTS PH2 2.79 AC	4450 BLACK CHAMP RD	MIDLOTHIAN TX	76065	4450 BLACK CHAMP RD WAXAHACHE TX 75167
190022	BROWN MARK R	4	LOT 11 BLACK CHAMP ESTS PH2 4.0 AC	4070 BLACK CHAMP RD	MIDLOTHIAN TX	76065	4070 BLACK CHAMP RD WAXAHACHE TX 75167
190023	STIERHOFF FAMILY LIVING TRUST CHARLES V & MARY I STIERHOFF TRUSTEES	5.723	LOT 15 BLACK CHAMP ESTS PH2 5.723 AC	4230 BLACK CHAMP RD	MIDLOTHIAN TX	76065	4230 BLACK CHAMP RD WAXAHACHE TX 75167
190031	BLACK CHAMP ESTATES HOMEOWNERS ASSOC C/O MARK BROWN	3.967	BLACK CHAMP EST PH3 COMMON AREA 3.967 ACRES	4070 BLACK CHAMP RD	MIDLOTHIAN TX	76065	BLACK CHAMP RD WAXAHACHE TX 75167
203845	FEDOROK TRUDY E	26.264	2 MARSHALL RD ESTS 26.264 ACRES	2357 MARSHALL RD	WAXAHACHE TX	75167	2357 MARSHALL RD WAXAHACHE TX 75167
203849	FEDOROK TRUDY E	26.666	2 MARSHALL RD ESTS 26.666 ACRES	2357 MARSHALL RD	WAXAHACHE TX	75167	MARSHALL RD WAXAHACHE TX 75167
219316	COWBOY BAPTIST CHURCH OF MIDLOTHIAN	8.816	LOT W P1 2R ELLIS COUNTY YOUTH EXPO & 8.816 AC	2374 W HIGHWAY 287 BYP	WAXAHACHE TX	75167	2374 W HIGHWAY 287 BYPASS WAXAHACHE TX 75167

(21)

Case ZDC-72-2020
Responses Received OUTSIDE Required 200' Notification Area
Support: 0 Oppose: 1

PropertyID	Owner's Name	Physical Address
241486	JIM AND SHELIA HOOD	3841 BLACKCHAMP RD

PON RESPONSES_ZDC-72-2020



(21)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-72-2020



ROZIER RICHARD
4250 BLACK CHAMP RD
MIDLOTHIAN, TX 76065

RECEIVED NOV - 4 2020

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, November 10, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 16, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Phillip Fisher, Macatee Engineering LLC, for a **Zoning Change** from a Future Development and General Retail zoning district to Planned Development-Mixed-Use Residential, located W of 2374 W Highway 287 Bypass (Property IDs 185971, 185972, 185886, 185978) - Owner: CAROLYN J HAMAN (ZDC-72-2020)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: Planning@Waxahachie.com for additional information on this request.

Case Number: ZDC-72-2020

City Reference: 199014

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, November 4, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

Comments:

SUPPORT

OPPOSE

Signature

Richard Rozier
Printed Name and Title

Date

11/2/2020
4250 Black Champ Rd.
Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.

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City Council and P&Z Commission,

I am writing today to express my opposition to zoning case ZDC-72-2020. As you know the Proposed Planned Development known as Montclair Heights is very dense single-family homes with poorly planned office/retail. Let me say from the time we purchased our property 16 years ago we have always known and understood that the property would develop one day. We are not opposed to its development but feel that the current proposal is not the highest and best use for the property. Below are some reasons why we feel this way.

1. **Current Zoning:** Approximately 500 ft. along HWY 287 is in the city and is zoned GR. The developer proposes to build small office and retail across the front with less than 200 ft. deep in most places. This is 60% less retail than envisioned in the current plan. Given the large institutional uses east and the new high school across the highway to the south, the city should stay with its desire for substantial GR.
2. **Density:** The developer proposes to construct 399 homes on just 120 acres. 105 houses on just 20 acres. The residential that adjoins this property is all large rural lots. The smallest is 1 acre while many are much larger. The properties within 200 ft. to the west are on average over 4 acres. This development is too crowded and is not in keeping with the nature of existing homes.
3. **Cottages:** This is not a zoning category that currently exists in the city's zoning ordinance. Small houses on 4,000 sq. ft. is extremely dense. On a 40 ft. wide lot the maximum width of a house would be 25 ft. This is smaller than a double wide mobile home.
4. **SF3:** The 294 lots listed as SF3 do not meet the minimum requirement for width and the side setbacks.
5. **Need for Annexation:** If the developer follows county requirements for single family, city zoning and boundary there is no need for annexation. As you are aware county development regulations require a minimum of one acre for a residential home. The adjoining properties have been developed under this standard. The only reason the developer is requesting to be annexed is to get as many lots as possible on as few acres as possible.
6. **Retail Development:** The retail development on the west side of the proposed development is very speculative. The property allocated for this development has extreme differences in elevation, making it expensive to develop.
7. **Classic Transect Development:** Long held as a standard of development and zoning philosophy. This concept calls for a dense urban core transitioning to less dense rural residential and agricultural as you move out from the core. This is not that!

Again, we understand this property will develop but this proposal is too dense and does not come close to meeting the current zoning goals for this property. We respectfully request that the city deny this requested zoning and annexation.

Sincerely,
Richard Rozier

(21)

RECEIVED NOV - 4 2020

Wright, Destiny

From: sheliahood1203@sbcglobal.net
Sent: Wednesday, November 4, 2020 2:22 PM
To: Planning@waxahachie.com
Subject: Case Number: ZDC-72-2020

I am writing to express our opposition to the above referenced case. While myself and my neighbors on Blackchamp Road recognized that the property would certainly be developed some day, we did not imagine nor do we welcome the proposed density level of the Proposed Planned Development of Montclair Heights.

In addition to a poorly planned and thought out office a retail space, the size and density of the housing development is certainly not in keeping with the surrounding residential areas of minimum acre properties and as much as 5 acre properties. This certainly feels like the **opposite** of a Classic Transect Development plan.

Not only is the housing density not in keeping with the surrounding residential areas, but the proposed tiny cottages on extremely small lots is certainly outside the purview of good municipal planning in this area. It appears the only reason annexation has been proposed is in order to skirt the county requirement of 1 acre lots.

As residents of the area, we make our purchasing decisions with a certain amount of faith, trust and confidence in City Council and officials to make decisions based on the best and highest use of the properties using proven and accepted planning models and not based on profit margins of the developers. We look forward to future plans for much more fitting development in this area and respectfully and earnestly request you deny this proposal for zoning and annexation.

Jim and Shelia Hood
3841 Blackchamp Rd.
Midlothian, TX 76065
972-809-4711

Outside Notification Area
PID: 241486



(2/1)

12655 N. Central Expressway
Suite 420
Dallas, Texas 75243
Tel. (214) 373-1180

December 02, 2020

Planning Department
The City of Waxahachie
401 S. Rogers
Waxahachie, Texas 75165

RE: Revised PD Submittal of Montclair Heights – Letter of Intent

ATTN: Shon Brooks

Mr. Brooks,

The purpose of this PD district is to create zoning that will allow the development of 383 single family homes. Of which, 288 lots will fall within the categories A, B and C (as identified on the attached PD Concept Plan) and 95 lots will be developed as 40' wide "Cottage Style" lots. Four general retail tracts are also proposed adjacent to Highway 287 and the proposed thoroughfares. The intent of this PD is to create a walkable, interactive and high-end development by creating several open spaces, including several Pocket Parks, a 3.5acre Amenity Park and a dog park.

Sincerely,

MACATEE ENGINEERING, LLC

A handwritten signature in black ink, appearing to read 'Phillip J. Fisher', written over a horizontal line.

Phillip J. Fisher
Vice President

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MONTCLAIR HEIGHTS DEVELOPMENT AGREEMENT

This Montclair Heights Development Agreement (this "Agreement") is entered into by and between the City of Waxahachie, Texas, a home-rule municipality (the "City") and Montclair Waxahachie Development, LLC, a Texas limited liability company (the "Developer") (each individually, a "Party," and collectively, the "Parties"), to be effective on the Effective Date.

SECTION 1 RECITALS

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, the Developer will develop approximately 188.455 acres of real property, described by metes and bounds in Exhibit A and depicted in Exhibit B (the "Property");

WHEREAS, a 150.5 acre portion of the Property (the "Annexed Property") is located within the extraterritorial jurisdiction of the City (the "ETJ") and a 37.96 acre portion of the Property is located within the municipal boundaries of the City (the "City Property");

WHEREAS, as generally described and depicted on the Concept Plan, the Developer intends to develop the Property as a mixed use community including single-family lots of various sizes, cottage homes, and other commercial uses over multiple phases and is to be known and referred as "Montclair Heights" (the "Project");

WHEREAS, the Annexed Property is located within the certificated area of the Sardis Lone Elm Water Supply Corporation ("Sardis") water CCN;

WHEREAS, (i) the City Property, which includes 22.7 acres of the property on which the commercial development will occur (the "Commercial Property") and approximately 15.24 acres to be developed into approximately 45 residential lots, is located within the certificated area of the City's water CCN and the City's wastewater CCN;

WHEREAS, the Annexed Property is not located in the wastewater CCN of any provider, and it is the intention of the parties that the City provide the Property with wastewater service;

WHEREAS, Developer anticipates commencing development of the Project upon: (i) the execution of this Agreement, (ii) the annexation of the Annexed Property into the City's municipal boundaries, (iii) the approval of a planned development zoning designation for the Property that is substantially consistent with the Development Standards and the Concept Plan as provided in Section 7.4(b) hereof, and (iv) creation of the PID by the City;

WHEREAS, the Parties desire and intend that Developer will design, construct, install, and/or make financial contributions toward the Authorized Improvements, and that Developer's costs incurred therewith will be financed or reimbursed through multiple sources, including PID Bond Proceeds, Assessments and Impact Fee Credits;

WHEREAS, the Parties desire and intend for the design, construction, and installation of the Authorized Improvements to occur in a phased manner over the Term of this Agreement and

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that Developer will dedicate to and the City will accept the Authorized Improvements for public use and maintenance, subject to the City's approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations;

WHEREAS, as it relates to the Property, Developer estimates that the total costs of the Authorized Improvements necessary for development will be \$24,260,431 (as more particularly described on **Exhibit D**);

WHEREAS, in consideration of Developer's agreements contained herein and upon the creation of the PID, the City intends to exercise its powers under the PID Act to provide financing arrangements that will enable Developer, in accordance with the procedures and requirements of the PID Act and this Agreement, to: (a) be reimbursed for all or a portion of the PID Projects using the PID Bond Proceeds; and/or (b) be reimbursed for all or a portion of the PID Projects, the source of which reimbursement will be installment payments from Assessments on the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds, if issued, Administrative Expenses, and any amounts owed to the City by Developer in connection with the PID;

WHEREAS, the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for PID Bond issuance, Developer's substantial compliance with this Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, shall use good faith efforts to: (i) adopt a Service and Assessment Plan; (ii) adopt one or more Assessment Ordinances (to reimburse Developer for all or a portion of the PID Projects Cost and the costs associated with the administration of the PID and the issuance of the PID Bonds, and for repayment of PID Bonds); and (iii) issue, in one or more series, up to \$10,000,000, in the principal amount of PID Bonds for the purpose of financing the PID Projects in accordance with the Service and Assessment Plan and reimbursing Developer for certain associated costs as described herein;

WHEREAS, to the extent funds must be advanced by the City to pay for any costs associated with the creation of the PID, the issuance of PID Bonds, or the preparation of documentation related thereto, including any costs incurred by the City and its consultants and advisors (excluding the fees associated with closing the PID Bonds and paid from PID Bond Proceeds), Developer shall be responsible for advancing such funds and shall have a right to reimbursement for the funds advanced from the PID Bond Proceeds and Assessments, and the City will not be responsible for such reimbursement or the payment of any such costs from any other sources of funds; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

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SECTION 2
DEFINITIONS

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses means reasonable expenses incurred by the City and Developer in the establishment, administration, and operation of the PID.

Administrator means an employee, consultant, or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

Assessment(s) means the special assessments levied on the Property, under an Assessment Ordinance to reimburse Developer for the PID Projects as set forth in the Service and Assessment Plan, as well as payment of Administrative Expenses and repayment of the PID Bonds and the costs associated with the issuance of the PID Bonds.

Assessment Ordinance means an ordinance approved by the City Council under the PID Act establishing one or more Assessment(s).

Authorized Improvements means the PID Projects and all other on- and off-site public water, sewer, drainage, and roadway facilities, along with other public improvements, such as landscaping and screening, that benefit the Property, are to be constructed by Developer, are identified on Exhibit D, and for which the Parties intend Developer will be fully or partially reimbursed pursuant to the terms of this Agreement. The Authorized Improvements specifically exclude the Sardis Water Improvements.

Authorized Improvements Cost means the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements and all costs related in any manner to the Authorized Improvements.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of the PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of the improvement as set forth by phase in Exhibit D.

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

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Capital Improvements Plan (“CIP”) means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

Certificate of Convenience and Necessity (“CCN”) means a certificate of that name issued by the PUC or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City Code means the Code of Ordinances, City of Waxahachie, Texas.

City Council means the governing body of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City’s applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, park dedication fees), design standards (including, without limitation, pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. The term does not include Impact Fees, which shall be assessed on the Property in accordance with this Agreement.

City Water Improvements means those water facilities necessary to provide the City Property within the City’s water CCN with treated water service and that will be conveyed to, and owned and operated by, the City.

Concept Plan means the intended conceptual plan for the development of the Project as depicted on Exhibit C.

Collector Road means the road identified as “80 Foot Secondary Thoroughfare (D)” on the Concept Plan.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement of Developer executed contemporaneously with the issuance and sale of PID Bonds.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in Exhibit F and applicable City Regulations.

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Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Authorized Improvements and for which a plat has been approved by the City and recorded in the Real Property Records of Ellis County.

HOA means the Montclair Heights Homeowners Association, which shall privately function as a homeowners association for the Project, or such similar name as may be available with Texas Secretary of State, and its successors.

Home Buyer Disclosure Program means the disclosure program, administered by the Administrator, as set forth in a document in the form of Exhibit G or another form agreed to by the Parties, that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the PID.

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Impact Fee Credits means credits against Impact Fees otherwise due from the Project to offset Capital Improvements Costs.

Improvement Account of the Project Fund ("IAPF") means the construction fund account created under the Indenture, funded by the PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the PID Projects.

Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds are held and disbursed.

Landowner Agreement means an agreement, which may or may not be part of a PID Reimbursement Agreement, by and between the City and the owner(s) of the Property consenting to the creation of the PID, the levy of the Assessments, and undertaking certain other obligations relating to providing notice to subsequent owners of all or a portion of the Property, including a Declaration of Covenants, Conditions, and Restrictions and the Homebuyer Education Program.

Mayor means the Mayor of the City.

Non-Benefited Property means parcels or lots that accrue no special benefit from the PID Projects, including but not limited to property encumbered with a public utility easement that restricts the use of such property to such easement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

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PID means each of the Montclair Heights Public Improvement District for which the City agrees to exert good faith efforts to create for the benefit of the Project pursuant to the PID Act and this Agreement.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bonds means assessment revenue bonds, but not Refunding Bonds, issued by the City pursuant to the PID Act to finance the PID Projects.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Documents means, collectively, the PID Resolution, the SAP, and the Assessment Ordinance(s).

PID Projects means all City Water Improvements, wastewater/sewer, drainage, roadway, and other improvements allowable under the PID Act and benefitting and necessary to serve the Project, identified in the PID Documents and outlined in Exhibit D. PID Projects does not include the Sardis Water Improvements.

PID Projects Cost means the actual cost of design, engineering, construction (including construction management), acquisition, and/or inspection of the PID Projects, along with Administrative Expenses associated with the PID.

PID Reimbursement Agreement means an agreement by and between the City and Developer by which the Parties establish the terms by which Developer may obtain reimbursements for PID Projects through the PID Bond Proceeds or Assessments.

PID Resolution means the resolution and improvement order adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Private Improvements means the improvements and amenities Developer shall cause to be constructed, as more particularly discussed in Section 7.2.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed and dedicated to the City under this Agreement. The term includes the PID Projects.

PUC means the Texas Public Utility Commission.

Real Property Records means the official land recordings of the Ellis County Clerk's Office.

Refunding Bonds means bonds issued pursuant to Section 372.027 of the PID Act.

Sardis Water Improvements shall mean those water facilities necessary to provide the Property within the Sardis CCN with treated water service and that will be conveyed to, and owned and operated by, Sardis.

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Service and Assessment Plan ("SAP") means the SAP for the PID, to be adopted and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against portions of the Project located within the boundaries of the PID having terms, provisions, and findings approved by the City, as required by this Agreement.

TCEQ means the Texas Commission of Environmental Quality.

SECTION 3 **PUBLIC IMPROVEMENT DISTRICTS**

3.1 Creation of the PID; Levy of Assessments. The City shall use good faith efforts to initiate and approve all necessary documents and ordinances, including without limitation the PID Documents, required to effectuate this Agreement, to create the PID, and to levy the Assessments. The Assessments shall be levied: (i) on a phase-by-phase basis against the applicable phase(s) benefitted by the applicable portion of the PID Projects for which the applicable series of the PID Bonds are issued, and (ii) prior to the sale of any lot to an End User. The Parties will cooperate, in good faith, to select a mutually agreeable SAP Consultant and the City will approve the SAP on a date subsequent to the date hereof, which shall include the PID Projects and provide for the levy of the Assessments on the Property. Promptly following preparation and approval of a preliminary SAP acceptable to the Parties and subject to the City Council making findings that the PID Projects confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Following the levy of the Assessment applicable to a particular phase of the Project, Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by Developer; (b) approve and accept in writing the Home Buyer Disclosure Program related to such phase; and (c) cause covenants running with the land to be recorded against the portion of the Property within the applicable phase that will bind any and all current and successor developers and owners of all or any part of such phase of the Project to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the plat of the applicable phase.

SECTION 4 **PID BONDS**

4.1 PID Bond Issuance. Developer may request issuance of PID Bonds by filing with the City a list of the PID Projects to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such PID Projects. Prior to the City undertaking any preparations for the sale of PID Bonds: (i) the City Council shall have approved and adopted the PID Documents; (ii) the City shall have reviewed and approved the Home Buyer Disclosure Program and the Landowner Agreement; and (iii) owner(s) of the portion of the Property relating to the issuance of PID Bonds shall have executed a Landowner Agreement. The subsequent issuance of any series of PID Bonds is further subject to all of the following conditions:

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(a) The City has evaluated and determined that there will not be substantial negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the PID Projects Cost to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The Service and Assessment Plan and the Assessment Ordinance levying assessments on all or any portion of the Property benefitted by PID Projects provide for amounts sufficient to pay all costs related to such PID Bonds.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, financial advisor, Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant. Any and all costs incurred by these activities will be included in City administration costs recouped from special assessments. The continuing disclosure will be divided into City disclosure and Developer disclosure, and the City will not be responsible or liable for Developer disclosure, but the City's disclosures professional will be used for both disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$10,000,000.

(h) The PID Bonds shall be in an amount estimated to be sufficient to fund the PID Projects or portions thereof for which such PID Bonds are being issued.

(i) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(j) The Developer is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Assessments.

(k) The Developer is not in default under this Agreement or, with respect to the Property, any other agreement to which Developer and the City are parties.

(l) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

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(m) The Administrator has certified that the specified portions of the PID Projects Cost to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(n) The PID Projects to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including any applicable City Regulations not superseded by this Agreement.

(o) The City has determined that the amount of proposed PID assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(p) The maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof.

(q) The PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(r) Unless otherwise agreed by the City, the PID Bonds shall be sold and may be transferred or assigned only in compliance with applicable securities laws and in minimum denominations of \$25,000 or integral multiples of \$1,000 in excess thereof.

(s) The Developer agrees to provide periodic information and notices of material events regarding the Developer and the Developer's development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Developer in connection with the issuance of PID Bonds.

(t) In the issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(u) The estimated tax equivalent assessment rate for the Assessment levy shall be less than \$0.3100 per \$100.00 taxable assessed valuation.

(v) Unless otherwise set forth in this section, a minimum value to lien ratio of 2:1 for PID Bonds; provided that any receivables due under any PID Reimbursement Agreement may be sold or assigned in accordance with this Agreement.

(w) The Developer and the City shall have entered into a PID Reimbursement Agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Projects.

4.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, Developer shall provide all relevant information, including financial information that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. Developer shall, at the time of providing such information, agree, represent, and warrant that the information provided for inclusion in a disclosure document for an issue of PID

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Bonds does not, to Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and Developer further shall provide a certification to such effect as of the date of the closing of any PID Bonds.

4.3 Qualified Tax-Exempt Status.

(a) Generally. In any calendar year in which PID Bonds are issued, Developer agrees to pay the City its actual additional costs ("Additional Costs") the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("QTEO"), as defined in section 265(b)(3) of the Internal Revenue Code ("IRC") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owner and any deficiencies in the estimated Additional Costs paid to the City by any developer or owner shall be remitted to the City by the respective developer or owner.

(b) Issuance of PID Bonds prior to City Obligations.

(1) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor ("Financial Advisor"), shall estimate the Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer in an amount less than or equal to the Estimated Costs. Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Developer has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to Developer required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and

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the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph. If Developer does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph, Developer shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the Project until such payment of Additional Costs is made in full.

(c) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Developer, in turn, shall remunerate to the City the amount shown on said invoice at least fifteen (15) days prior to the pricing date indicated on the invoice. If Developer fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Developer. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice. If Developer does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then Developer shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the Project until such payment of Additional Costs is made in full.

(d) To the extent any developer(s) or property owner(s) (including Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Developer, as applicable) as necessary so as to put all developers and property owners (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Developer's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to

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Developer. The portion owed by Developer shall be determined by dividing the total proceeds from any debt issued on behalf of Developer in such calendar year by the total proceeds from any debt issued by the City for the benefit of all developers (including Developer) in such calendar year.

4.4 Tax Certificate. If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the IRC, Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the PID Projects, Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 5 AUTHORIZED IMPROVEMENTS

5.1 Authorized Improvements. The Authorized Improvements and Authorized Improvements Cost are subject to change as may be agreed upon by Developer and the City and, if changed, shall be updated by the Developer and the City consistent with the Service and Assessment Plan and the PID Act. All approved plats within the Project shall include those Authorized Improvements located therein and the respective Authorized Improvements Cost shall be finalized at the time the applicable plat is approved by the City Council or other appropriate City commission. The Developer shall include any updated Budgeted Cost(s) with each plat application, which shall be submitted to the City Council for consideration and approval concurrently with the submission of each plat. Upon approval by the City Council or other appropriate City commission of any such updated Budgeted Cost(s), this Agreement shall be deemed amended to include such approved updated Budgeted Cost(s) in **Exhibit D**. The Budgeted Cost, Authorized Improvements Cost, and the timetable for installation of the Authorized Improvements will be reviewed at least annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City.

5.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with contract specifications and necessary related documents for the Authorized Improvements.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees (subject to the terms hereof and any applicable credits), permit fees, and inspection fees, shall be paid by Developer, in accordance

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with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the Authorized Improvements.

(c) Contract Letting. The Parties understand that construction of the Authorized Improvements to be funded through Assessments are legally exempt from competitive bidding requirements pursuant to the Texas Local Government Code. As of the Effective Date, the construction contracts for the construction of Authorized Improvements have not been awarded and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Authorized Improvements, Developer's engineers shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work, for the construction of any portion of the Authorized Improvements that have not been awarded.

(d) Ownership. Except for the Sardis Water Improvements, all of the Authorized Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Authorized Improvements and Public Infrastructure to the City for public use. PID Bond Proceeds and/or the proceeds from PID Assessments will be used in part to reimburse Developer for PID Projects Cost related to the PID Projects and, in the event PID Bond Proceeds and/or proceeds from PID Assessments are not available at the time that all or a portion of the PID Projects are substantially complete and the City is ready to accept said PID Projects or portion thereof, PID Bond Proceeds and/or proceeds from PID Assessments, once available, will be used to reimburse Developer in accordance with this Agreement and as otherwise agreed to by the Parties for said PID Projects Cost following acceptance by the City.

5.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, the City shall maintain and operate the accepted public infrastructure and provide retail sewer service to the Property. It is the intention that (i) any Sardis Water Improvements shall be conveyed to Sardis upon completion and shall thereafter be owned and maintained by Sardis, which shall provide the Annexed Property with treated water service and (ii) any City Water Improvements shall be conveyed to the City upon completion and shall thereafter be owned and maintained by City, which shall provide the City Property with treated water service.

(b) Upon final inspection, approval, and acceptance of the roadway Authorized Improvements required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related drainage improvements.

(c) The HOA shall maintain and operate any open spaces, nature trails, amenity center, common areas, landscaping, screening walls, development signage, and any other common improvements or appurtenances within the Property that are not maintained or operated by the City, including without limitation such facilities financed by the PID.

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5.4 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Property. The design of all wastewater/sanitary sewer improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 7.16, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for wastewater/sewer facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development. The locations of said easements or other property interests shall be approved by the City's engineer or his or her agent as part of the platting process. The costs of obtaining such easements may be included in the applicable PID Projects Cost to be reimbursed to the Developer through the PID.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all wastewater/sanitary sewer improvements necessary to serve each phase of the Project prior to the recordation of the plat covering such phase.

5.5 Wastewater Services.

(a) The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Property continuous and adequate retail wastewater service at times and in capacities sufficient to meet the service demands of the Project as it is developed.

(b) Upon acceptance by the City of the wastewater facilities described herein, the City shall operate or cause to be operated said wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City. Upon acceptance by the City, the City shall at all times maintain said wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

5.6 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Property, including the City Water Improvements and the Sardis Water Improvements. The Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for water facilities for all development upon and within the Property. To the extent such water improvements are Sardis Water Improvements, the costs shall not be included in the PID Projects Cost to be reimbursed to the Developer.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water facility improvements necessary to serve each phase of the Project prior to the recordation of the plat covering such phase.

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(c) City Water Improvements and City Water CCN. The City Property currently lies within the City's Water CCN. The City and the Developer agree that the City shall serve the City Property with retail water service, and the City Water Improvements shall constitute a portion of the PID Projects and shall be dedicated to and maintained by the City.

5.7 Roadway Facilities and Drainage Improvements.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property. The design of all roadway improvements shall be approved by the City in advance of the construction of same.

(b) Timing of General Obligations. Prior to the recordation of any plat for any phase of the Project, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve such phase in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof. Prior to the recordation of the plat for any phase of development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the drainage and roadway improvements for the Property.

5.8 Open Space Improvements. Developer shall construct neighborhood or "pocket" parks as depicted on the Concept Plan (the "Neighborhood Parks"). The final size and location of each Neighborhood Park shall be established at time of plat approval for each phase of the Project. Neighborhood Parks shall be dedicated to and owned by the City, but shall be maintained by the HOA.

5.9 Screening, Landscaping, and Entryways. Before the recordation of the plat for any phase of the Project, Developer shall construct, in a good and workmanlike manner, standard screening in accordance the City Regulations along all perimeter roadways. Project entryways shall also include such monument signage with Project branding, shrubs, and additional landscaping as the Developer deems appropriate. All screening and landscaping is expected to be dedicated to and owned by the City, and shall be maintained by the HOA. Entryways shall be owned and maintained by the HOA.

SECTION 6
PAYMENT AND REIMBURSEMENT OF AUTHORIZED IMPROVEMENTS

6.1 PID Projects.

(a) Improvement Account of the Project Fund. The IAPF shall be administered and controlled by the City, or the trustee bank for the PID Bonds, and funds in the IAPF a shall be deposited and disbursed in accordance with the terms of the Indenture.

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(b) Timing of Expenditures and Reimbursements. Developer shall finance and undertake construction of the PID Projects in accordance with this Agreement, the SAP, or otherwise in conjunction with the construction of the Project prior to seeking reimbursement from the IAPF. Although the terms by which Developer will be entitled to reimbursement from the IAPF shall be detailed in one or more PID Reimbursement Agreement(s), Developer will generally be entitled to the maximum available funds within the IAPF up to the PID Projects Cost, plus interest, following the City's acceptance of the PID Projects.

(c) Cost Overrun. Should the PID Projects Cost exceed the maximum PID Bond Proceeds deposited in the IAPF ("Cost Overrun"), the Developer shall be solely responsible to fund such part of the Cost Overrun, subject to the cost-underrun in subsection (d) below.

(d) Cost Underrun. Upon the final acceptance by City of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Authorized Improvement Cost is less than the Budgeted Cost (a "Cost Underrun"), any remaining funds in the Improvement Account of the Project Fund will be available to pay the cost of any other Authorized Improvement. The City shall promptly confirm to the Trustee that such remaining amounts are available to pay such costs, and the City, with input from the Developer, will decide how to use such moneys to secure the payment and performance of the work for other Authorized Improvements, if available. If a Cost Underrun exists after payment of all costs for all Authorized Improvements contemplated in the applicable Indenture, such unused funds will be used to pay Assessments on the Property.

(e) Infrastructure Oversizing. Developer shall not be required to construct any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property ("Oversized Public Infrastructure") unless (i) before the commencement of construction, the City has made arrangements to finance the City's portion of the costs of construction attributable to the oversizing requested by the City from sources other than PID Bond Proceeds or Assessments, and (ii) such oversizing will not cause any material delays in the Developer's development schedule. In the event Developer constructs or causes the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to oversized portions of the Oversized Public Infrastructure and that the PID shall not be utilized for financing the costs of Oversized Public Infrastructure. The Parties agree that the City shall not require the oversizing of the Sardis Water Improvements.

(f) Reimbursement of PID Projects Cost. The Parties shall, prior to or substantially contemporaneously with the initial levy of assessments on the Project, enter into a PID Reimbursement Agreement (or similar agreement) to provide for reimbursement to Developer for PID Projects Cost from the PID Bond Proceeds or Assessments levied therefor.

6.2 City Participation.

(a) Impact Fees; Credits and Reimbursements. Impact Fees for the Project shall be assessed and collected at the rates adopted by the City Council in effect at the time the plat for a given phase of the Project is recorded in the Property Records; provided, however, that Developer shall be entitled to Impact Fee Credits to compensate and reimburse the Developer for Capital Improvements Costs incurred for the Collector Road. Developer may also apply Impact Fee Credits earned in a prior phase of the Project to the Impact Fees otherwise due from subsequent

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phases of the Project without any obligation to apply the credits pro rata or otherwise to spread the credits throughout the Project.

(b) Collection of Fees; Allocation of Credits. All Impact Fee Credits inuring to the Property belong to Developer and may not be allocated to any other party without Developer's prior written consent, which consent shall be in the form of an assignment specifying the assignee and the categories and amounts of Impact Fee Credits assigned. Developer shall deliver a copy of any such assignment to the City within ten (10) days of its effective date, and Developer shall not make any claim to or have any entitlement to any such Impact Fee Credits once assigned. Except to the extent such assignment(s) has been provided by Developer and delivered to the City, the City shall collect Impact Fees from all third-party permit applicants within the Project regardless of any otherwise applicable Impact Fee Credits. At the conclusion of each annual quarter (January 1, April 1, July 1, and October 1), Developer may request reimbursement from the City for any Impact Fees collected by the City from the Project to offset any Impact Fee Credits acquired by Developer hereunder. All such requests shall include a certification that the Impact Fee Credits being requested have not been assigned to any third party(ies). The City shall remit such reimbursement to Developer within 30 days of receipt of Developer's request under this paragraph.

(c) CIP Projects. The City will study and consider, no later than the next statutory required update to the CIP, the inclusion of the Collector Road and any Oversized Public Infrastructure constructed (or caused to be constructed) by Developer at the request of City as part of the City's CIP. If Developer incurs costs in connection with the Collector Road or any Oversized Public Infrastructure before they are included in the CIP, and such costs would otherwise qualify as Capital Improvements Costs, Developer shall be entitled to Impact Fee Credits for those costs as if the Collector Road and such Oversized Public Infrastructure were Capital Improvements as of the date Developer incurred such costs. In the event the City fails to include the Collector Road or such Oversized Public Infrastructure in the CIP, the City shall finance and/or reimburse Developer for the portion of the cost of the Collector Road or such Oversized Public Infrastructure that would otherwise be reimbursable through Impact Fee Credits from sources other than those derived from the PID.

(d) Parkland Dedication Credit. Provided Developer reserves a minimum of approximately 42 acres as open space (including parks, open space, and dog parks) within the Project as generally depicted on the Concept Plan (the "Open Space Acreage"), Developer shall be deemed to have satisfied all applicable parkland dedication or improvement requirements of the City or fees required in lieu thereof, of any kind whatsoever. The Open Space Acreage, to the extent such acreage is not a Neighborhood Park shall be platted as open space and/or common area and may include or be improved with Private Improvements, including the Amenity Center.

6.3 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

Montclair Waxahachie Development, LLC
Attn: Terrance Jobe
2415 Somerfield Drive

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Midlothian TX 76065

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Developer's rights hereunder.

SECTION 7
ADDITIONAL OBLIGATIONS AND AGREEMENTS

7.1 **Administration of Construction of Public Infrastructure.** Subject to the terms of this Agreement, the Parties agree that Developer will be solely responsible to construct all Public Infrastructure. The public on-site and off-site infrastructure and all other related improvements, other than the Sardis Water Improvements, will be considered City projects and the City will own all such Public Infrastructure upon completion and acceptance.

7.2 **Private Improvements.** Developer, at Developer's cost, will (or will cause) the design, construction, maintenance, and operation of the Private Improvements described in this Section 7.2.

(a) **Amenity Center and Amenities.** The Private Improvements in the Development shall include an amenity center park area with a variety of private amenities to residents including a six foot wide trail system, two pergolas with benches and picnic tables, a sand volleyball court, playground equipment, parking, and a pool. The Amenity Center main building shall include within are two restrooms, a storage building, a covered patio, a covered porch, and a fireplace.

(b) The Amenity Center and amenity center park area shall be completed in accordance with the Developer's general development schedule for the Property. Upon completion, the Amenity Center will be owned and maintained by the HOA.

7.3 **Mandatory Homeowners Association.** Developer will, in a manner acceptable to the City, create the HOA, which shall be mandatory and shall levy and collect from homeowners annual fees in an amount calculated to maintain the Private Improvements (including without limitation the Amenity Center and common areas), and other HOA owned improvements within the Project. Common areas, including, but not limited to, all landscaped entrances to the Project and right-of-way landscaping and signage, shall be maintained solely by the HOA. Maintenance of public rights-of-way by the HOA shall comply with City Regulations.

7.4 **Annexation and Zoning.**

(a) **Annexation.** The City acknowledges that the Developer has submitted a voluntary irrevocable petition for annexation of the Annexed Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (the "Annexation Petition") concurrently with the zoning application described in Section 7.4(b). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to legally annex the Annexed Property into the City's corporate limits, provided such instruments and/or documentation shall contain no conditions or limitations to annexation. The City shall, subject to Section 7.4(b) in accordance with applicable statutory

requirements, take all steps necessary to complete the annexation of the Annexed Property immediately prior to the ordinance adopting the PD Zoning. Immediately upon the completion of the annexation, the City shall serve and provide the Property with all municipal services otherwise offered by the City within the city limits including, without limitation, water, sewer, solid-waste collection, and emergency response services as provided in the annexation service plan adopted by the City Council in connection with the annexation of the Annexed Property.

(b) Zoning. The City acknowledges that an application to zone the Property as a planned development district has been submitted and, concurrently with its approval of this Agreement, the City shall consider planned development zoning for the Property consistent with the Development Standards, the Concept Plan, and applicable provisions of this Agreement (the "PD Zoning"). Through this Agreement, Developer expressly consents and agrees to the PD Zoning of the Property. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City fail to approve the PD Zoning, or approve zoning on the Property that is in any way more restrictive than the PD Zoning without Developer consent, Developer shall have the right to terminate this Agreement with notice to the City. Within thirty (30) days following delivery of such termination notice, the City shall disannex the Property from the City.

7.5 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

7.6 Compliance with City Regulations. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

7.7 Phasing. The Property may be developed in phases and Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law. Any replat or amending plat shall conform with applicable City Regulations and subject to City approval.

7.8 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as expressly provided in this Agreement or the PID Reimbursement Agreement, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's

engineer or his or her agent prior to approval of a plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No plat may be recorded in the Real Property Records until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City.

7.9 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure, Developer, or Developer's contractor, must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

7.10 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including City water improvements, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, and street lights and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Developer has met its obligations to provide for required Public Infrastructure necessary to serve such portion according to the approved engineering plans and City Regulations and until such Public Infrastructure has been dedicated to and accepted by the City. Acceptance by the City shall not be unreasonably withheld, conditioned, or delayed.

(b) Acceptance; Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of Public Infrastructure by the City shall be evidenced in a writing issued by the City Manager or his designee. The Sardis Water Improvements shall not be required to be accepted or owned by the City.

(c) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, all development

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related permits issued for the Project, including each plat, shall remain valid for two years from date of approval and shall not thereafter expire so long as progress has been made toward completion of the Project. Upon recordation of the plat for the Project, the Project shall not expire for the duration of this Agreement, provided that the Developer shall be required to finalize improvements in each phase of the Development in accordance with subdivision ordinance adopted by the City.

7.11 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier that is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

7.12 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT. **THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S CONCURRENT, CONTRIBUTORY, OR SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE**

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TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY.

7.13 Status of Parties. At no time shall the City have any control over or charge of Developer's design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

7.14 [Reserved].

7.15 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

7.16 Sole Source of Funding. Notwithstanding any other provision of this Agreement, the only source of funding for which the City is obligated to use to reimburse Developer for Developer's obligations under this Agreement are PID Bond Proceeds in accordance with this Agreement and any future PID Reimbursement Agreements (or similar agreements), Assessments, and Impact Fee Credits. All other funding for Developer's obligations under this Agreement shall be the sole responsibility of Developer.

SECTION 8
EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

8.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement. However, the Parties agree that Developer will not be required to specifically perform under this Agreement in the event that Developer satisfies all of its obligations under Section 4.1 and the City does not issue PID Bonds within one year of the Effective Date.

SECTION 9
ASSIGNMENT; ENCUMBRANCE

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to

develop the Property subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of Developer, or any lienholder on the Property, without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Manager, subject to the advice and written consent of the Mayor, which consent shall not be unreasonably withheld, conditioned, or delayed. In connection with the foregoing, the City acknowledges that the Developer has executed a letter of intent with UnionMain Homes (the "Contract Party"), an unrelated entity, for the sale of a portion of the Property (the "Contract Property"), and the Developer expects that, if such sale is consummated, the Contract Party will be assigned the obligations to construct a portion of the Public Improvements with respect to the Contract Property. The City hereby consents to such assignment relating to the Contract Property if the sale is consummated. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

9.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, any assignee named in an assignment under Section 9.1 hereof shall be deemed to be a "Developer" and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.4 Notice of Assignment. Subject to Section 9.1 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under Section 9.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly

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authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 10
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 **Binding Obligations.** This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

10.2 **Estoppel Certificates.** From time to time, upon written request of Developer or any future owner, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 11
GENERAL PROVISIONS

11.1 **Term.** Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty-five (35) years after the Effective Date (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the PID in accordance with the SAP and the Indenture.

11.2 **Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.3 **Acknowledgments.** In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

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(c) the Authorized Improvements will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(d) the PID Projects are public improvements and such PID Projects shall be dedicated to the City in accordance with the PID Act;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement;

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code; and

(g) pursuant to Section 395.023, Texas Local Government Code, Developer shall be entitled to Impact Fee Credits against roadway Impact Fees for Capital Improvement Costs incurred in connection with collector or arterial roadways shown on the City's master thoroughfare plan (or comparable planning document) regardless of whether the particular collector or arterial roadway is designated on the City's roadway CIP.

11.4 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: City of Waxahachie, Texas
Attn: City Manager
Waxahachie City Hall
401 S. Rogers
Waxahachie, Texas 75165

To Developer: Montclair Waxahachie Development, LLC
Attn: Terrance Jobe
2415 Somerfield Drive
Midlothian, Texas 76065

With a copy to: Winstead PC
Attn: Drew Slone
2728 N. Harwood St., Suite 500
Dallas, Texas 75201

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

11.5 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the

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drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.6 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable 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 duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

11.8 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, or any party that may be construed to be a third-party beneficiary to this Agreement.

11.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.10 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Ellis County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Ellis County District Court.

11.11 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing

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signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

11.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.16 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit A Metes and Bounds Description of the Property
- Exhibit B Depiction of the Property
- Exhibit C Concept Plan
- Exhibit D Authorized Improvements with Budgeted Cost
- Exhibit E Maps of Authorized Improvements
- Exhibit F Development Standards
- Exhibit G Home Buyer Disclosure Program

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF WAXAHACHIE, TEXAS

By: _____
Name: David Hill
Title: Mayor
Date: _____

STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on this __ day of _____ 2020, by David Hill, Mayor of the City of Waxahachie, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

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DEVELOPER:

**MONTCLAIR WAXAHACHIE DEVELOPMENT,
LLC, a Texas limited liability company**

By: Alluvium Development Inc.,
a Texas corporation, its Manager

By: _____
Name: Terrance Job
Its: President

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____,
2020, by _____, _____ of Montclair Waxahachie Development,
LLC, a _____ limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

[SEAL]

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Exhibit A

Legal Description

BEING a tract of land situated in the William Irwin Survey, Abstract No. 545, and the William Irwin Survey, Abstract No. 546, and the D.S. Gentry Survey, Abstract No. 409, in Ellis County, Texas, being a portion of that same tract of land as conveyed to Carolyn J. Haman Family Limited Partnership, by deed recorded in Volume 1320, Page 58 of the Deed Records of Ellis County, Texas (D.R.E.C.T.), and being all together more particularly described by metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000072449):

COMMENCING at a 1/2-inch rebar found for the Southwest corner of Lot 9 of Black Champ Estates, Phase 2, an addition to Ellis County, Texas, according to the Plat thereof recorded in Cabinet C, Page 169, of the Plat Records of Ellis County, Texas (P.R.E.C.T.), same being the Northwest Corner of Lot 10 of said Black Champ Estates, Phase 2, and lying on the East right-of-way line of Black Champ Road;

THENCE North 89 Degrees 16 Minutes 14 Seconds East, departing the East right-of-way line of said Black Champ Road, with the South line of said Lot 9, a distance of 824.46 feet to a point for the Southeast corner of said Lot 9, same being the Northeast corner of said Lot 10, same being the Northernmost Northwest corner of a Common Area of said Black Champ Estates, also being the Southwest corner of a tract of land conveyed to Jimmie W. and Erin S. Hallbauer, by deed recorded in Volume 2281, Page 2078 (D.R.E.C.T.);

THENCE North 88 Degrees 54 Minutes 14 Seconds East, with the North line of said Common Area, a distance of 342.26 feet to a 1/2-inch rebar with a cap stamped "ASC" set for the Northwest corner of the herein described tract, same being the Northeast corner of said Common Area, and the **POINT OF BEGINNING**;

THENCE North 89 Degrees 09 Minutes 00 Seconds East, with the North line of said Carolyn J. Haman Family Limited Partnership tract, a distance of 942.96 feet to a 1/2-inch rebar found for corner;

THENCE North 89 Degrees 38 Minutes 30 Seconds East, continuing with the North line of said Carolyn J. Haman Family Limited Partnership tract, a distance of 1337.47 feet to a point for the Southwest corner of Lot 2 of Marshall Road Estates, an addition to the City of Waxahachie, Ellis County, Texas, according to the Plat thereof recorded in Cabinet C, Page 647 (P.R.E.C.T.), same being the Southeast corner of a tract of land conveyed to Leo James, and Cynthia J. Hughes, by deed recorded in Instrument No. 1728155 (D.R.E.C.T.), from which a 1/2-inch rebar found for reference bears South 89 Degrees 17 Minutes 31 Seconds West, a distance of 2.72 feet;

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THENCE North 88 Degrees 46 Minutes 39 Seconds East, with the South line of said Lot 2, a distance of 619.61 feet to a 1/2-inch rebar with a cap stamped "ASC" set for the Northeast corner of said Carolyn J. Haman Family Limited Partnership tract, same being the Northwest corner of a

tract of land conveyed to Susan Morton Calvert, by deed recorded in Volume 1431, Page 829 (D.R.E.C.T.);

THENCE South 00 Degrees 29 Minutes 27 Seconds East, with the West line of said Calvert tract, also with the West line of Lot 2R, of Ellis County Youth Expo, an addition to the City of Waxahachie, according to the Plat thereof recorded in Cabinet G, Page 359 (P.R.E.C.T.), a total distance of 2560.93 feet to a wood right-of-way monument found for the Southeast corner of the herein described tract, and lying on the North right-of-way line of U.S. Highway No. 287 (variable width right-of-way.)

THENCE South 88 Degrees 55 Minutes 18 Seconds West, continuing with the North right-of-way line of said U.S. Highway No. 287, passing at a distance of 611.65 feet, a wood R.O.W. monument found, and continuing for a total distance of 1053.29 feet to a point for corner from which a wood R.O.W. monument found for corner bears North 79 Degrees 05 Minutes 01 Seconds West, a distance of 0.71 feet;

THENCE North 86 Degrees 30 Minutes 42 Seconds West, continuing with the North right-of-way line of said U.S. Highway No. 287, a distance of 501.60 feet to a wood R.O.W. monument found for corner;

THENCE South 88 Degrees 55 Minutes 18 Seconds West, continuing with the North right-of-way line of said U.S. Highway No. 287, a distance of 425.00 feet to a 1/2-inch rebar with a cap stamped "ASC" set for corner;

THENCE North 80 Degrees 34 Minutes 42 Seconds West, continuing with the North right-of-way line of said U.S. Highway No. 287, a distance of 1161.41 feet to point for corner from which a wood R.O.W. monument found bears North 71 Degrees 37 Minutes 16 Seconds East, a distance of 0.70 feet;

THENCE North 73 Degrees 06 Minutes 12 Seconds West, continuing with the North right-of-way line of said U.S. Highway No. 287, a distance of 354.46 feet to a 1/2-inch rebar with a cap stamped "ASC" set for the Southeast corner of Lot 18 of said Black Champ Estates, Phase 2;

THENCE departing the North right-of-way line of said U.S. Highway 287, with the East line of said Black Champ Estates, Phase 2, the following courses and distances to 1/2-inch rebar's with cap's stamped "ASC" set for corner:

North 19 Degrees 53 Minutes 42 Seconds West, a distance of 550.08 feet;

North 28 Degrees 43 Minutes 18 Seconds East, a distance of 377.39 feet;

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North 21 Degrees 09 Minutes 18 Seconds East, a distance of 229.42 feet;

North 57 Degrees 37 Minutes 18 Seconds East, a distance of 173.26 feet;

North 57 Degrees 05 Minutes 18 Seconds East, a distance of 205.18 feet;

North 70 Degrees 03 Minutes 29 Seconds East, a distance of 137.90 feet;

North 45 Degrees 54 Minutes 16 Seconds East, a distance of 91.79 feet;

North 26 Degrees 18 Minutes 01 Seconds East, a distance of 45.92 feet;

North 66 Degrees 37 Minutes 36 Seconds West, a distance of 450.33 feet;

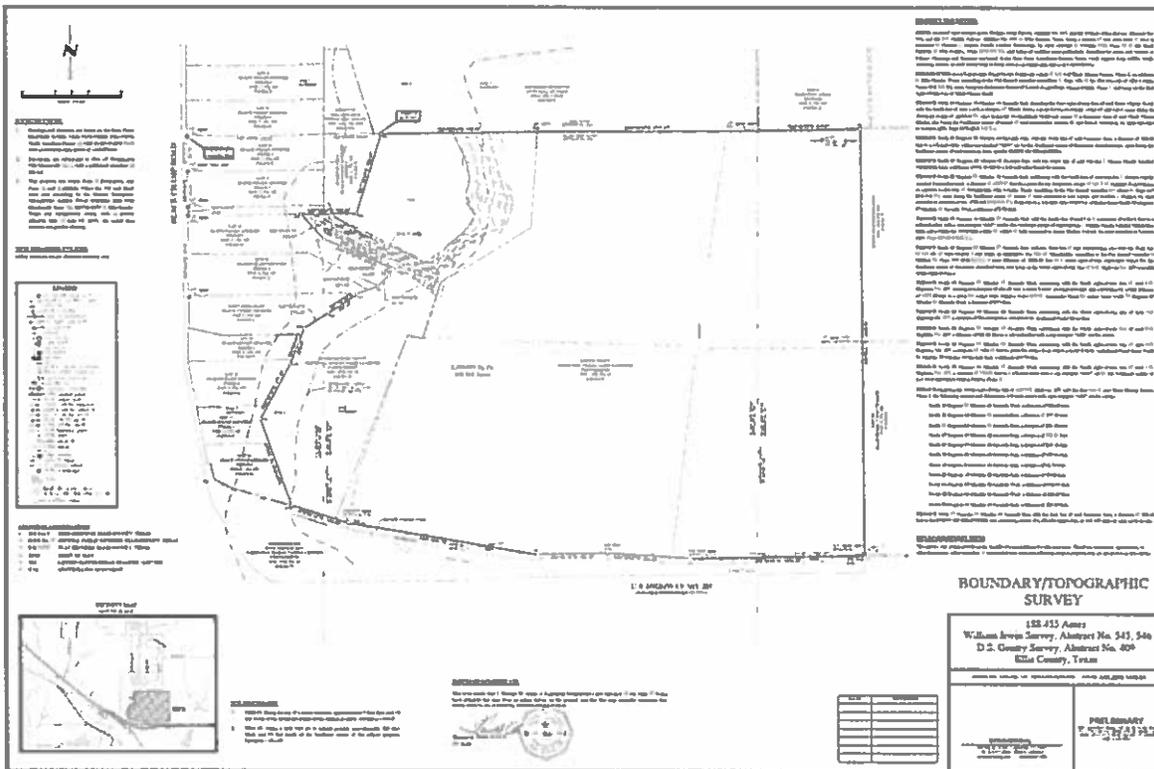
North 42 Degrees 43 Minutes 46 Seconds West, a distance of 203.87 feet;

North 89 Degrees 16 Minutes 14 Seconds East, a distance of 333.49 feet;

THENCE North 17 Degrees 16 Minutes 14 Seconds East, with the East line of said Common Area, a distance of 500.83 feet to the **POINT OF BEGINNING** and containing a total of 8,209,099 square feet, or 188.455 acres of land, more or less.

(21)

Exhibit B Depiction of the Property



(21)

Exhibit D

Authorized Improvements

WATER SYSTEM (SARDIS-LONE ELM)

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" P.V.C. Water Pipe	4,300	LF	28.00	\$120,400.00
8" P.V.C. Water Pipe	18,480	LF	23.00	\$425,040.00
12" Gate Valves	18	EA	2,200.00	\$39,600.00
8" Gate Valves	80	EA	1,250.00	\$100,000.00
Fire Hydrant W/6" Valve	42	EA	4,000.00	\$168,000.00
Cast Iron Fittings & Blocking	23	TN	3,000.00	\$68,340.00
1" Water Service (DOM)	383	EA	700.00	\$268,100.00
1" Water Service (IRR)	13	EA	900.00	\$11,700.00
Connect to Existing Water Pipe	9	EA	100.00	\$900.00
4" Conduit for Gas/Electric/Irrigation Crossings	4,500	LF	10.00	\$45,000.00
Test Water Line	22,780	LF	1.50	\$34,170.00
Trench Safety	22,780	LF	1.50	\$34,170.00
Misc. Items	1,315,420	PER	5.0%	\$65,771.00
City Bonds	1,381,191	PER	3.0%	\$41,435.73
Inspection Fee	1,381,191	PER	4.00%	\$55,247.64
TOTAL SARDIS-LONE ELM SYSTEM				\$1,477,874.37

WATER SYSTEM (City Extension)

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" P.V.C. Water Pipe (Hwy Frontage)	4,600	LF	28.00	\$128,800.00
8" P.V.C. Water Pipe (Offsite)	4,900	LF	23.00	\$112,700.00
8" P.V.C. Water Pipe (Onsite)	4,194	LF	23.00	\$96,462.00
12" Gate Valves	20	EA	2,200.00	\$44,000.00
Bore with 18" Steel Casing Pipe	600	LF	125.00	\$75,000.00
Bore with 12" Steel Casing Pipe	250	LF	100.00	\$25,000.00
8" Gate Valves	40	EA	1,250.00	\$50,000.00
Fire Hydrant W/6" Valve	20	EA	4,000.00	\$80,000.00
Cast Iron Fittings & Blocking	10	TN	3,000.00	\$28,500.00
1" Water Service (DOM)	40	EA	700.00	\$28,000.00

(21)

1" Water Service (IRR)	3	EA	900.00	\$2,700.00
Connect to Existing Water Pipe	1	EA	100.00	\$100.00
Test Water Line	9,500	LF	1.50	\$14,250.00
Trench Safety	9,500	LF	1.50	\$14,250.00
Misc. Items	699,762	PER	5.0%	\$34,988.10
City Bonds	734,750	PER	3.0%	\$22,042.50
Inspection Fee	734,750	PER	4.00%	\$29,390.00
TOTAL CITY SYSTEM				\$786,182.61

WATER TOTAL **\$2,264,056.98**

SANITARY SEWER SYSTEM

ONSITE SANITARY SEWER

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" P.V.C. Pipe SDR-35	15,300	LF	28.00	\$428,400.00
10" P.V.C. Pipe SDR-35	2,000	LF	35.00	\$70,000.00
12" P.V.C. Pipe SDR-35	4,200	LF	42.00	\$176,400.00
4' Dia. Manhole	50	EA	4,000.00	\$200,000.00
5' Dia. Manhole	15	EA	5,000.00	\$75,000.00
Conn to Existing	4	EA	1,000.00	\$4,000.00
Conn to Ex MH	2	EA	2,500.00	\$5,000.00
6" SS Lateral	383	EA	750.00	\$287,250.00
TV & Test Sewer Line	21,500	LF	2.00	\$43,000.00
Trench Safety	21,500	LF	1.50	\$32,250.00
Misc. Items	1,321,300	PER	5.0%	\$66,065.00
City Bonds	1,387,365	PER	3.0%	\$41,620.95
Inspection Fee	1,387,365	PER	4.00%	\$55,494.60
ONSITE SANITARY SEWER TOTAL				\$1,484,480.55

OFFSITE SANITARY SEWER

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
27" P.V.C. Pipe SDR-35	3,500	LF	135.00	\$472,500.00
24" P.V.C. Pipe SDR-35	3,000	LF	106.00	\$318,000.00
18" P.V.C. Pipe SDR-35	225	LF	72.00	\$16,200.00
8" P.V.C. Pipe SDR-35	150	LF	28.00	\$4,200.00

(21)

Bore with 32" Steel Casing Pipe	1,250	LF	200.00	\$250,000.00
6' Dia Manhole	13	EA	7,000.00	\$91,000.00
5' Dia. Manhole	10	EA	5,500.00	\$55,000.00
Conn to Existing Manhole	1	EA	2,500.00	\$2,500.00
TV & Test Sewer Line	3,150	LF	2.00	\$6,300.00
Trench Safety	3,150	LF	1.50	\$4,725.00
Misc. Items	747,925	PER	15.0%	\$112,188.75
City Bonds	860,114	PER	3.0%	\$25,803.41
Inspection Fee	860,114	PER	4.00%	\$34,404.55
OFFSITE SANITARY SEWER TOTAL				\$1,392,821.71
SANITARY SEWER TOTAL				\$2,877,302.26

DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
10' Curb Inlet	54	EA	3,500.00	\$189,000.00
21" Class III RCP	1,097	LF	61.00	\$66,917.00
24" Class III RCP	8,270	LF	72.00	\$595,440.00
30" Class III RCP	3,810	LF	93.00	\$354,330.00
36" Class III RCP	2,045	LF	125.00	\$255,625.00
42" Class III RCP	1,860	LF	130.00	\$241,800.00
48" Class III RCP	100	LF	150.00	\$15,000.00
4' Manholes	8	EA	4,000.00	\$32,000.00
Type B Headwalls	6	EA	6,000.00	\$36,000.00
Grade to Drain	500	LF	50.00	\$25,000.00
Detention Outfall Structure	2	EA	35,000.00	\$70,000.00
Riprap at Det Outfall	500	SY	60.00	\$30,000.00
Rock Rip Rap at Outfall	200	SY	60.00	\$12,000.00
Trench Safety	17,182	LF	1.00	\$17,182.00
Misc. Items	1,940,294	PER	5.0%	\$97,014.70
City Bonds	2,037,309	PER	3.0%	\$61,119.26
Inspection Fee	2,037,309	PER	4.0%	\$81,492.35
DRAINAGE TOTAL				\$2,179,920.31

STREET PAVING

RESIDENTIAL STREETS

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
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(21)

6" 3600 psi Reinf. Conc. Pvmnt. w/6" Curb (31' B-B)	62,533	SY	35.00	\$2,188,655.00
8" Stabilized Subgrade	67,785	SY	3.00	\$203,355.00
Hydrated Lime Material (6% - 36#/SY)	1,220	Tons	160.00	\$195,220.80
Stamped Concrete at Roundabout	600	SY	100.00	\$60,000.00
6" 3600 psi Reinf. Conc. Alley Pavement	8,300	SY	35.00	\$290,500.00
6" Stabilized Subgrade	9,150	SY	3.00	\$27,450.00
Hydrated Lime Material (6% - 36#/SY)	165	Tons	160.00	\$26,400.00
5" 3000 psi Reinf. Conc. Pvmnt (Parking)	760	SY	32.00	\$24,320.00
6" Compacted Subgrade (Parking)	915	SY	3.00	\$2,745.00
Stamped Conc. At Entry	50	SY	100.00	\$5,000.00
Barrier Free Ramp	58	EA	1,800.00	\$104,400.00
5' Conc. Sidewalk	13,250	SF	5.00	\$66,250.00
Traffic Control During Paving	4	LS	2,000.00	\$8,000.00
Conn. To Ex. Concrete Pavement	7	EA	2,500.00	\$17,500.00
End of Road Barricade	185	LF	30.00	\$5,550.00
Misc. Items	3,225,346	PER	5.0%	\$161,267.29
City Bonds	3,386,613	PER	3.0%	\$101,598.39
Inspection Fee	3,386,613	PER	4.0%	\$135,464.52
SUBTOTAL				\$3,623,676.01

Thoroughfare Type 'D'

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" 4000 psi Reinf. Conc. Pvmnt. w/6" Curb (48' wide)	24,600	SY	45.00	\$1,107,000.00
8" Stabilized Subgrade	25,830	SY	2.50	\$64,575.00
Hydrated Lime Material (6% - 36#/SY)	465	Tons	150.00	\$69,741.00
Stamped Conc. at Roundabout	900	SY	100.00	\$90,000.00
Barrier Free Ramp	10	EA	1,200.00	\$12,000.00
8' Conc. Sidewalk	56,000	SF	5.00	\$280,000.00
Conn. To Ex. Concrete Pavement	1	EA	2,500.00	\$2,500.00
Deceleration Lane to TxDot Specs	1	LS	200,000.00	\$200,000.00
End of Road Barricades	110	LF	30.00	\$3,300.00
Traffic Control During Paving Operations	1	LS	2,000.00	\$2,000.00
Conn. To Ex Asphalt Pavement	1	EA	2,500.00	\$2,500.00
Misc. Items	1,833,616	PER	5.0%	\$91,680.80
City Bonds	1,925,297	PER	3.0%	\$57,758.90
Inspection Fee	1,925,297	PER	4.0%	\$77,011.87
SUBTOTAL				\$2,060,067.58

(21)

FUTURE THOROUGHFARE F

\$1,200,319.70

PAVING TOTAL

\$6,884,063.28

EARTHWORK

Clearing & Grubbing	138	AC	500.00	\$69,000.00
Unclassified Excavation	355,000	CY	3.25	\$1,153,750.00
Lot Benching/Fine Grading	390	EA	500.00	\$195,000.00
Retaining Walls	30,000	FF	12.00	\$360,000.00
Misc. Items	1,777,750	PER	10.0%	\$177,775.00

EARTHWORK TOTAL

\$1,955,525.00

EROSION CONTROL

Open Top Inlet Protection	54	EA	250.00	\$13,500.00
Standard Inlet Protection	54	EA	250.00	\$13,500.00
8' Wide Curlex in Parkways	46,500	SY	2.50	\$116,250.00
Post-Construction Erosion Control	399	Lots	1,000.00	\$399,000.00
Stone Construction Entrance	4	EA	4,000.00	\$16,000.00
Silt Fence	14,200	LF	2.50	\$35,500.00
Stone Overflow Structure	6	EA	4,000.00	\$24,000.00
Misc. Items	617,750	PER	5.0%	\$30,887.50

EROSION CONTROL TOTAL

\$648,637.50

OPEN SPACES (LANDSCAPE/HARDSCAPE)

Phase 1

Landscaping Roundabout #1 and Collector Road	1	LS	200,000.00	\$200,000.00
Landscaping Roundabout #2 and Collector Road	1	LS	400,000.00	\$400,000.00
Screening Wall and Entry Feature	1	LS	450,000.00	\$450,000.00
Landscaping & Trails for Public Park at Amenity Center	1	LS	300,000.00	\$300,000.00

Phase 2

Dog Park and Fencing	1	LS	300,000.00	\$300,000.00
Remainder of Screening Wall & Landscaping Collector	1	LS	350,000.00	\$350,000.00

(21)

OPEN SPACES TOTAL

\$2,000,000.00

SOFT COSTS

SWPPP + NOI	3	LS	1,500.00	\$4,500.00
SWPPP Inspections & Repairs	36	Months	1,000.00	\$36,000.00
Materials Testing	383	Lots	450.00	\$172,350.00
Platting	1	LS	37,000.00	\$37,000.00
Final Engineering	1	LS	470,000.00	\$470,000.00
Downstream Assessment	1	LS	30,000.00	\$30,000.00
Construction Phase Services	1	LS	60,000.00	\$60,000.00
Construction Surveying	1	LS	210,000.00	\$210,000.00
Topographic Data	1	LS	24,000.00	\$24,000.00
Set Final Iron Rods	1	LS	19,000.00	\$19,000.00
Screening wall Adjacent to Thoroughfare (6' Masonry)	5,950	LF	120.00	\$714,000.00
Gas Services	383	Lots	1,200.00	\$459,600.00
Street Signs & Street Lights	1	LS	55,000.00	\$55,000.00
TCEQ Inspections	1	LS	180,000.00	\$180,000.00
QC Inspections	1	LS	90,000.00	\$90,000.00

SOFT COST TOTAL

\$2,561,450.00

TOTAL COST WITHIN PID

\$21,370,955.33

CONTINGENCY

10%

\$2,137,095.53

CONSTRUCTION MANAGEMENT FEE

4%

\$752,380.21

\$24,260,431.08

(21)

Exhibit E

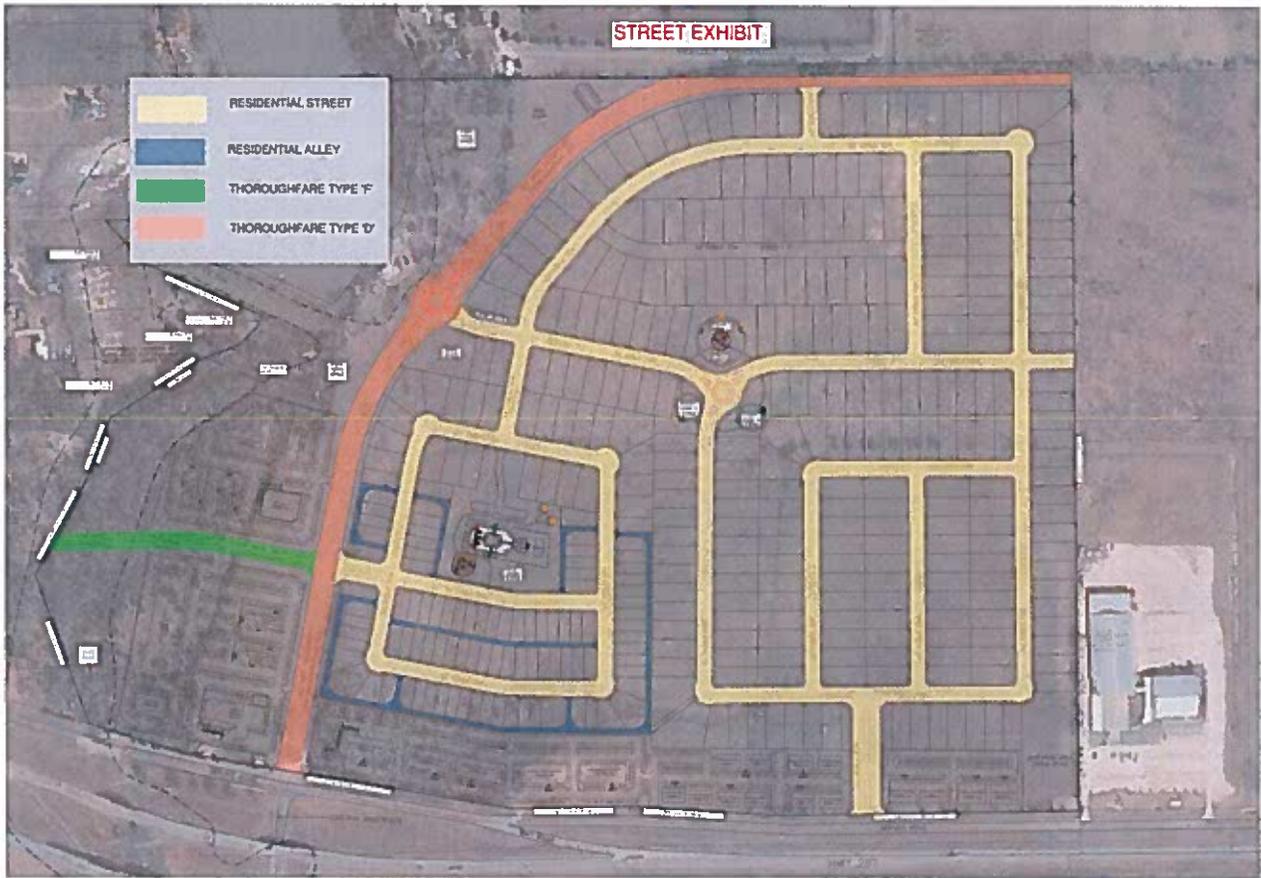
Maps of Authorized Improvements

(21)

WATER LINE EXHIBIT

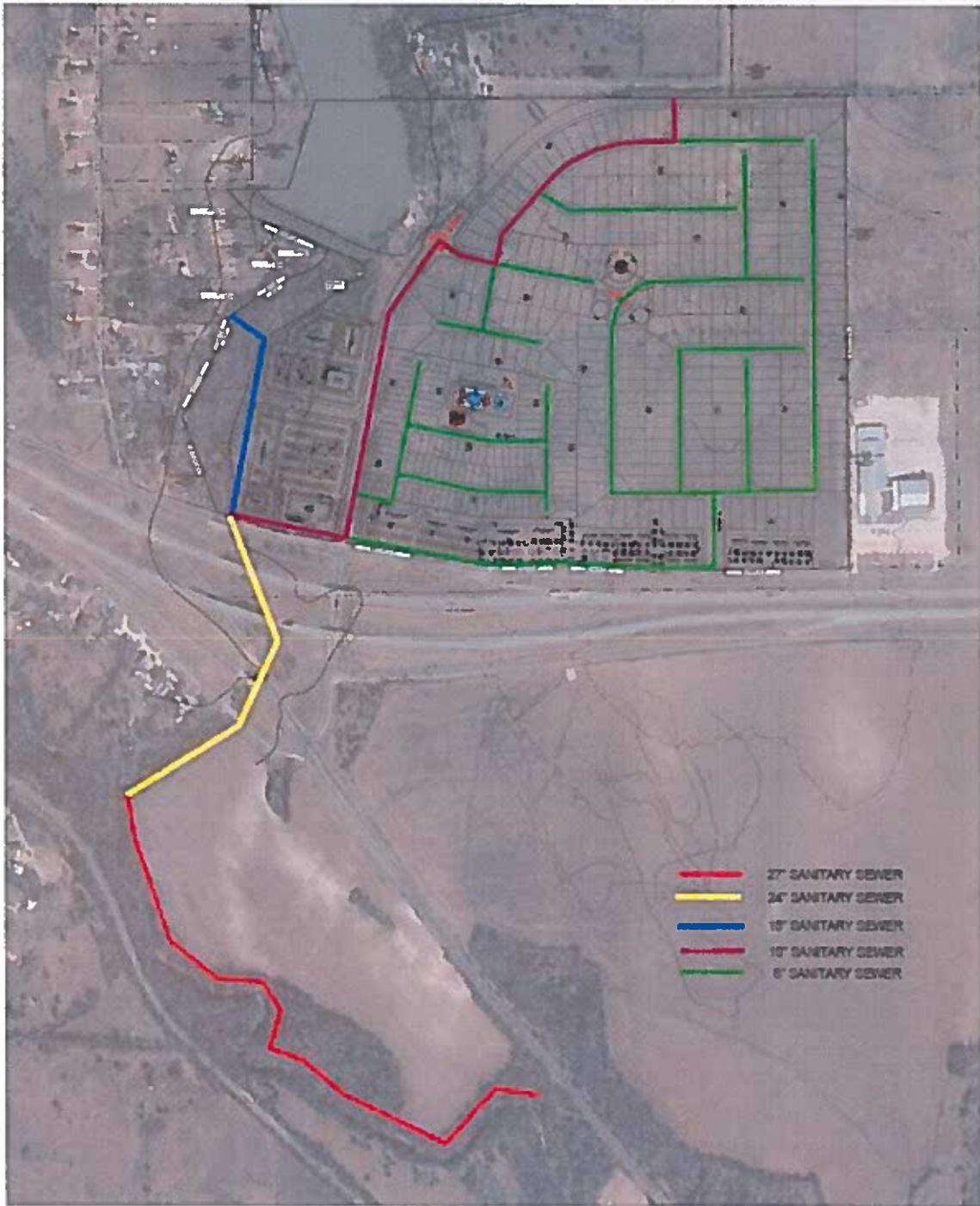


(21)



(21)

SANITARY SEWER EXHIBIT



(21)

Exhibit F

Development Standards

PLANNED DEVELOPMENT REGULATIONS FOR ZDC-72-2020

Based Zoning - Single-Family Residential-3 (SF3)

General Description

Montclair Heights is a master planned community comprising of residential, retail and office uses. It will provide housing diversity in the form of single family detached homes and cottages. There will be extensive parks and open space, including a central amenity park, several pocket parks and a dog park throughout the community. The shops, restaurants and offices that are part of this development will provide employment opportunities and sustain the community with neighborhood services.

Permitted Uses - Single family detached dwellings and uses permitted in the GR, General Retail District.

Development Acreage and Density - Refer to Site Summary in Concept Plan

Single Family Residential Development Standards

Type 'A' Lots

- Minimum Lot Area - 10,000 SF
- Minimum Lot Width - 65' interior lot; 70' corner lot; 55' for lots with predominate frontage on a curve radius
- Minimum Lot Depth - 120'
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 5'
- Minimum Side Yard (exterior on corner lots) - 10''

Type 'B' Lots

- Minimum Lot Area - 10,000 SF
- Minimum Lot Width - 70' interior lot; 75' corner lot; 65' for lots with predominate frontage on a curve radius
- Minimum Lot Depth - 130'
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 5'
- Minimum Side Yard (exterior on corner lots) - 10''

(21)

Type 'C' Lots

- Minimum Lot Area - 12,320 SF
- Minimum Lot Width - 80' interior lot; 85' corner lot; 75' for lots with predominate frontage on a curve radius
- Minimum Lot Depth - 140'
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'

For all Type 'A' 'B' and 'C' Lots

- Maximum Lot Coverage - 50% by main and accessory buildings not including drives and walks
- Maximum Height - 2 stories for the main building; 1 story for accessory buildings without garages
- Minimum Parking - 2 enclosed spaces
- Minimum Dwelling Unit Area - 1,750 SF
- Garage Door Orientation or Placement - 50% of the dwellings shall have garage doors served by side-entry or j-swing drives, or shall be 3' behind the front building face
- Maximum Garage Width - Garages for 85% of total dwellings shall not exceed 50% of the total width of the house; 15% of dwellings may have garages that constitute up to 60% of the total width of the house to allow for 3-car garages
- Minimum Roof Pitch - 8:12 with laminated 3-dimensional architectural shingles with a 30 year minimum
- Minimum Number of Elevations - No single building elevation shall be duplicated within 5 lots either direction on the same blockface
- Minimum Number of Design Elements - Shall comply with the requirements applicable to SF3 zoning in Section 5.01, Exterior Construction Requirements of the City's Zoning Ordinance
- Landscaping Requirements - Shall comply with the requirements applicable to SF3 zoning as provided in Section 5.04 of the City's Zoning Ordinance.
- Accessory Structures and Uses - Shall comply with the requirements applicable to accessory structures and uses in SF3 zoning
- Masonry Exterior Construction - Shall comply with the requirements applicable to single-family residential use as provided in Section 5.01 of the City's Zoning Ordinance.

Detached Residential (Cottage) Development Standards

- Minimum Lot Area - 4,400 SF
- Minimum Lot Width - 40' interior lot; 45' corner lot
- Minimum Lot Depth - 110'
- Minimum Front Yard - 10'
- Minimum Rear Yard - 20'
- Minimum Side Yard (interior) - 5'
- Minimum Side Yard (exterior on corner lots) - 10'
- Maximum Lot Coverage - 55% by main and accessory buildings not including drives and walks

(21)

- Maximum Height - Two (2) stories; 1 story for accessory buildings
- Minimum Parking - 2 enclosed spaces per dwelling units, plus 0.45 space per dwelling unit for guests
- Minimum Dwelling Unit Area - 1,200 SF
- Garage Door Orientation or Placement - All garages shall be rear entry.
- Minimum Roof Pitch - 8:12 with laminated 3-dimensional architectural shingles with a 30 year minimum
- Minimum Number of Elevations - No single building elevation shall be duplicated within 5 lots either direction on the same blockface
- Minimum Number of Design Elements - Shall comply with the requirements applicable to SF3 zoning in Section 5.01, Exterior Construction Requirements of the City's Zoning Ordinance
- Landscaping Requirements - Shall comply with the requirements applicable to SF3 zoning as provided in Section 5.04 of the City's Zoning Ordinance.
- Accessory Structures and Uses - Shall comply with the requirements applicable to accessory structures and uses in SF3 zoning
- Masonry Exterior Construction - Shall comply with the requirements applicable to single-family residential use as provided in Section 5.01 of the City's Zoning Ordinance.

Screening and Buffer Requirements

- Along the 80' thoroughfare - shall be a 6' high masonry wall and a 10' wide landscape buffer with one 3" caliper tree every 40'
- Between the General Retail and residential uses - shall comply with the requirements applicable to GR zoning in Section 5.03 of the City's Zoning Ordinance

Commercial Development Standards

- The future retail, office or commercial development shall comply with the regulations applicable to General Retail (GR) District.
- Parking shall be provided as required by Section 4.03 of the City's Zoning Ordinance
- Access to the retail area along the highway frontage road will comply with TxDOT guidelines and will require drive approach permits from TxDOT
- To enhance cross access, a common access easement will be provided along most of the commercial lot frontage, where it is appropriate, parallel to the highway frontage road.
- Loading docks shall be screened from public right-of-way
- Dumpsters shall be located and screened in compliance with the City's Zoning Ordinance requirements
- Mechanical and electrical equipment shall be screened from public right-of-way
- Masonry Exterior Construction - Shall comply with the requirements applicable to commercial uses as provided in Section 5.01 of the City's Zoning Ordinance.

Amenities or Improvements within Parks and Open Space:

(21)

- Pockets parks / open space among the single family residential lots -
 - a. Shade trees, playground equipment and benches
 - b. Trees and seasonal colors in the two open space areas that form the gateway from the 80' thoroughfare into the single-family residential lots
- Amenities Park - shall have at least one (1) swimming pool and one (1) playground, plus a minimum of four (4) of the following amenities: trees, pool cabana, volleyball court, shade structures, picnic benches, grills.
- Dog Park - 4' high vinyl coated chain link fence along the perimeter with benches and pet waste stations
- Detention Areas - Trees planted in clusters around the ponds

Signage - The proposed signage for the residential subdivision and non-residential uses shall comply with the Sign Regulations in Section 5.08 of the City's Zoning Ordinance.

Lighting - All proposed lighting shall comply with the Lighting and Glare Standards in Section 6.03 of the City's Zoning Ordinance.

Maintenance of Publicly Dedicated Areas and Private Common Areas

The developer will establish a mandatory Homeowner's Association (HOA) to be responsible for the maintenance of the private parks, amenities, landscaping and common areas.

(21)

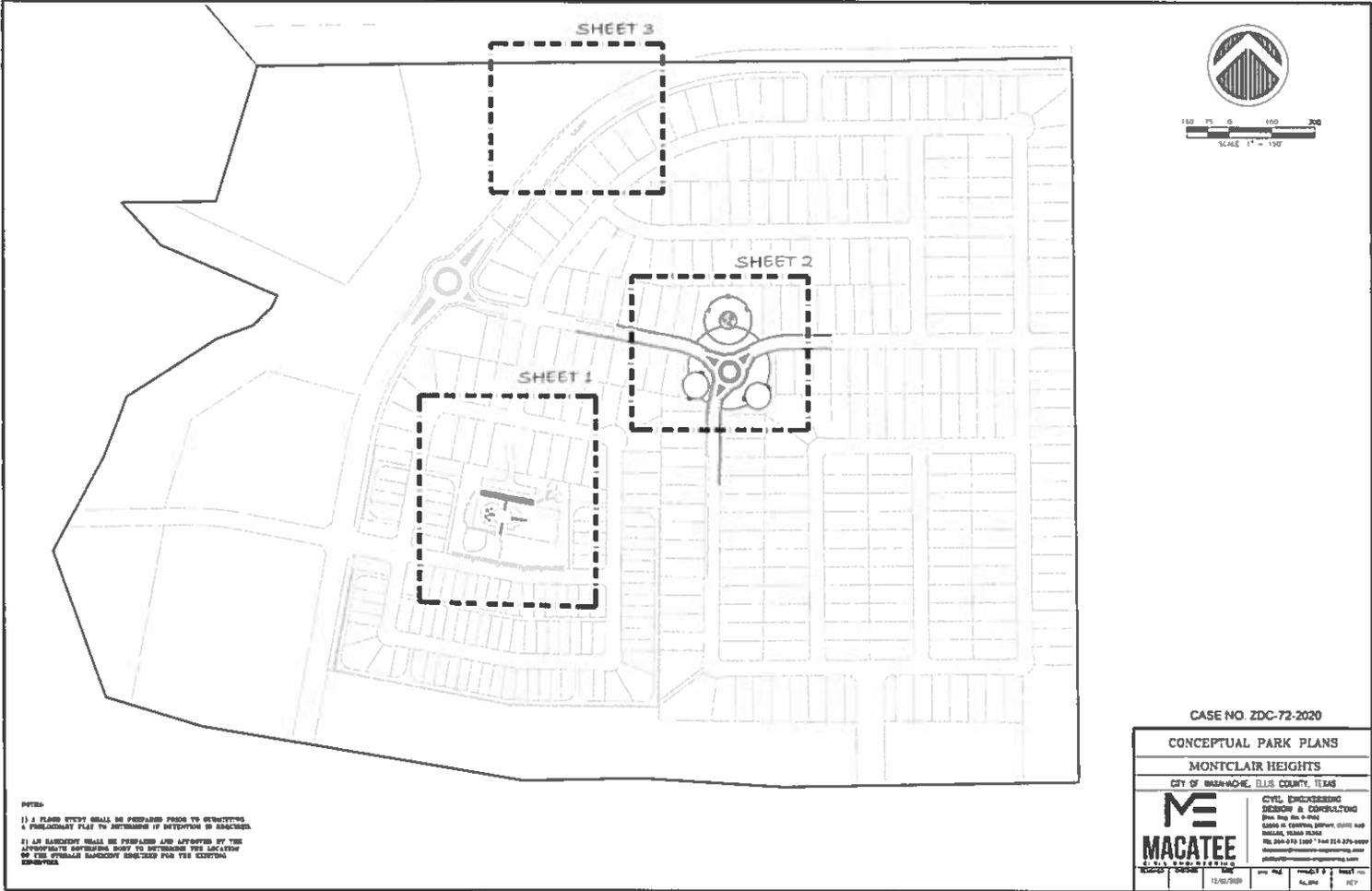
Exhibit G

Home Buyer Disclosure Program

The Administrator (as defined in the Service and Assessment Plan) for the PIDs shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the property.
2. Require builders to include notice of the Single Family PID in addendum to contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer in the Single Family PID from builders and provide to the City.
4. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the Single Family PID for those builders to include in each sales packets.
6. Notify builders who estimate monthly ownership costs of the requirement that they must disclose Assessments separately with estimated property taxes.
7. Notify settlement companies through the builders that they are required to include Assessments on HUD 1 forms and include separately with total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the Single Family PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PIDs on the City's web site.
10. The disclosure program shall be monitored by Developer and Administrator.

(21)



NOTES:
 1) A PLANS STUDY SHALL BE PREPARED FROM THE SURVEYING & FIELDWORK PLAN TO DETERMINE IF INTERSECTION IS SHOWN.
 2) AN EASEMENT SHALL BE PREPARED AND APPROVED BY THE APPROPRIATE SUPERIOR BODY TO DETERMINE THE LOCATION OF THE OFFICIAL BOUNDARY BOUNDARY FOR THE EASEMENT.

CASE NO. ZDC-72-2020

CONCEPTUAL PARK PLANS
MONTCLAIR HEIGHTS
 CITY OF BUSHAMONG, ELUS COUNTY, TEXAS

	CIVIL ENGINEERING DESIGN & CONSULTING <small>ONE WING ROAD #1000 6300 N. CENTRAL EXPRESS, SUITE 400 DALLAS, TEXAS 75206 TEL: 214-670-1200 FAX: 214-670-0099 macatee@macatee-engineering.com www.macatee-engineering.com</small>
	<small>12.02.2020</small>

(21)



PICNIC TABLE SAMPLE



PLAYGROUND EXAMPLE



NOTES
1) A PLANS STUDY SHALL BE PREPARED FROM THE SUBMITTED
A PRELIMINARY PLAN TO DETERMINE IF ANY CHANGES TO THE
2) AN AGREEMENT SHALL BE PREPARED AND APPROVED BY THE
APPROPRIATE GOVERNING BODY TO DETERMINE THE LOCATION
OF THE FUTURE SANITARY FACILITY FOR THE EXISTING
SERVICES

CASE NO. ZDC-72-2020

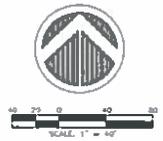
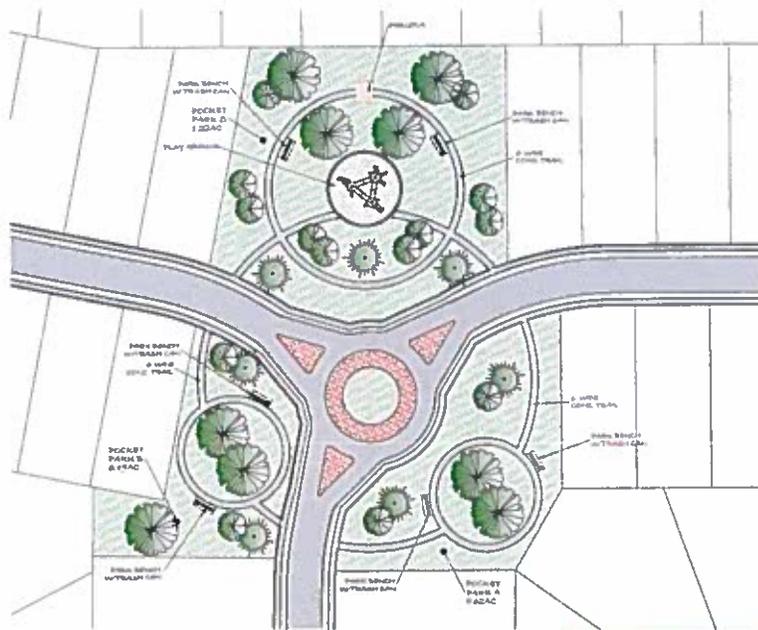
CONCEPTUAL PARK PLANS
MONTCLAIR HEIGHTS
CITY OF BROWNSHIRE, ELLIS COUNTY, TEXAS



CIVIL ENGINEERING
DESIGN & CONSULTING
ONE TWO ONE FIFTH
LAWSON & COMPANY BUILDING, SUITE 400
DALLAS, TEXAS 75201
TEL: 214-471-1400 FAX: 214-471-1401
dmacatee@macateecivil.com
www.macateecivil.com

DATE	12/01/2020	SCALE	AS SHOWN	PROJECT #	ZDC-72-2020	SHEET #	1 OF 2
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(21)



PLAYGROUND EXAMPLE



PERGOLA EXAMPLE

NOTES:
 1) A FEASIBILITY STUDY SHALL BE PREPARED FROM THE IDENTIFICATION OF A FEASIBLE PLAY TO DETERMINE IF DEVELOPMENT IS ECONOMIC.
 2) AN AGREEMENT SHALL BE PREPARED AND APPROVED BY THE APPROPRIATE GOVERNMENT BODY TO DETERMINE THE LOCATION OF THE PROPOSED DEVELOPMENT AND TO SET THE DESIGN PARAMETERS.

CASE NO. ZDC-72-2020

CONCEPTUAL PARK PLANS	
MONTCLAIR HEIGHTS	
CITY OF WAXAHACHIE, DALLAS COUNTY, TEXAS	
 MACATEE ENGINEERING	CIVIL ENGINEERING DESIGN & CONSULTING One Top Gun Blvd Suite 100, Waxahachie, TX 75165 Tel: 940-230-1400 • Fax: 940-271-6880 info@macatee-engineering.com www.macatee-engineering.com
	DATE: 11/07/2020 PROJECT #: SHEET #: 1 OF 2

