

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas to be held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on ***Tuesday, January 18, 2022 at 7:00 p.m.***

Council Members: Doug Barnes, Mayor, Council Member Place 2
Billie Wallace, Mayor Pro Tem, Council Member Place 4
David Hill, Council Member Place 1
Melissa Olson, Council Member Place 3
Travis Smith, Council Member Place 5

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code. ***Speakers must observe the five (5) minute time limit.***

5. ***Consent Agenda***

All matters listed under Item 5, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager 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 City Council.

- a. Minutes of the City Council meeting of January 3, 2022
 - b. Minutes of the City Council briefing of January 3, 2022
 - c. Consider Engineering Professional Services Agreement for the Howard Road Water Treatment Plant High Service Pump Station Generator
6. ***Recognize*** Railyard Park as a 2021 Greater Dallas Planning Council Urban Design Honorable Mention Award
7. ***Present*** Proclamation proclaiming January 17-21, 2022 as Dr. Martin Luther King, Jr. Week
8. ***Hear*** presentation on “Shop with a Cop”
9. ***Continue Public Hearing*** on a request by Carolyn J Haman for Voluntary Annexation on approximately 157.139 +/- acres located NW of 2374 W Highway 287 Bypass (Property ID 185971 and 185886) - Owner: CAROLYN J HAMAN (ANX-DNX-200-2021)
10. ***Consider*** proposed Ordinance approving ANX-DNX-200-2021

11. ***Continue Public Hearing*** on a request by Terrance Jobe, Alluvium Development, Inc., for a Zoning Change from a General Retail (GR) and Future Development (FD) zoning districts to Planned Development Mixed-Use Residential (PD-MUR) zoning district, located west of 2374 W Highway 287 Bypass (Property ID 185971, 185978, 185972, 185886) - Owner: CAROLYN J HAMAN L/E (ZDC-188-2021)
12. ***Consider*** proposed Ordinance approving ZDC-188-2021
13. ***Consider*** Development Agreement for ZDC-188-2021
14. ***Continue Public Hearing*** on a request by Yomi and Siyanade Fayiga for a Zoning Change from a Future Development Zoning to Planned Development-General Retail zoning district, located at Broadhead Road (Property ID 178923) - Owner: EQUITY TRUST COMPANY CUSTODIAN FBO (ZDC-146-2021)
15. ***Consider*** proposed Ordinance approving ZDC-146-2021
16. ***Consider*** Development Agreement for ZDC-146-2021
17. ***Consider*** Roadway and Water Line Oversized Participation Agreement with GRBK EDGEWOOD LLC related to the Dove Hollow Phase 1 Development
18. ***Convene*** into Executive Session for deliberation regarding real property as permitted under Section 551.072, Texas Government Code and to discuss personnel matters for Municipal Court Judge/Associate Judge as permitted under Section 551.074, Texas Government Code
19. ***Reconvene*** and take any necessary action
20. Comments by Mayor, City Council, City Attorney and City Manager
21. Adjourn

The City Council 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 469-309-4006 or (TDD) 1-800-RELAY TX

City Council
January 3, 2022

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, January 3, 2022 at 7:05 p.m.

Council Members Present: Doug Barnes, Mayor, Council Member Place 2
Billie Wallace, Mayor Pro Tem, Council Member Place 4
David Hill, Council Member Place 1
Melissa Olson, Council Member Place 3
Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Shon Brooks, Executive Director of Development Services
Jennifer Pruitt, Planning Director
Richard Abernethy, Director of Administrative Services
Robert Brown, City Attorney
Jami Bonner, Assistant City Secretary

1. Call to Order

Mayor Doug Barnes called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Reverend Marcia Hagee, First Christian Church, gave the invocation. City Manager Michael Scott led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

Patrick Souter, 700 W. Main St., Waxahachie, Texas, reported on Historic Waxahachie Inc. activities. He expressed gratitude to the City and Recreation Specialist Yadira Campos for going above and beyond in her efforts to provide assistance for the Historic Waxahachie, Inc. annual meeting.

Michelle Haye, 411 E. Marvin, Waxahachie, Texas, reported on a successful Christmas Home Tour.

5. Consent Agenda

- a. Minutes of the City Council meeting of December 20, 2021
- b. Minutes of the City Council briefing of December 20, 2021
- c. Event application for King Day March and Celebration to be held January 15, 2022
- d. Authorize Re-appropriation of Supplemental funding for Sokoll Water Treatment Plant Wholesale Meter

Action:

Mayor Pro Tem Billie Wallace moved to approve items a., b., and d. on the Consent Agenda. Council Member Melissa Olson seconded, All Ayes.

Action:

Council Member Melissa Olson moved to approve item c. on the consent agenda on the condition of pending details and allowing staff approval. Mayor Pro Tem Billie Wallace seconded, All Ayes.

6. **Continue Public Hearing on a request by Yomi and Siyanade Fayiga for a Zoning Change from a Future Development Zoning to Planned Development-General Retail zoning district, located at Broadhead Road (Property ID 178923) - Owner: EQUITY TRUST COMPANY CUSTODIAN FBO (ZDC-146-2021)**

Mayor Barnes continued the Public Hearing and announced the applicant requested to continue ZDC-146-2021 to the January 18, 2022 City Council meeting.

7. **Consider proposed Ordinance approving ZDC-146-2021**

Action:

Mayor Pro Tem Billie Wallace moved to continue the Public Hearing on a request by Yomi and Siyanade Fayiga for a Zoning Change from a Future Development Zoning to Planned Development-General Retail zoning district, located at Broadhead Road (Property ID 178923) - Owner: EQUITY TRUST COMPANY CUSTODIAN FBO (ZDC-146-2021) to the January 18, 2022 City Council meeting. Council Member Melissa Olson seconded, All Ayes.

8. **Continue Public Hearing on a request by Carolyn J Haman for Voluntary Annexation on approximately 157.139 +/- acres located NW of 2374 W Highway 287 Bypass (Property ID 185971 and 185886) - Owner: CAROLYN J HAMAN (ANX-DNX-200-2021)**

Mayor Barnes continued the Public Hearing and announced the applicant requested to continue ANX-DNX-200-2021 to the January 18, 2022 City Council meeting.

9. **Consider proposed Ordinance adopting ANX-DNX-200-2021**

Action:

Mayor Pro Tem Billie Wallace moved to continue the Public Hearing on a request by Carolyn J Haman for Voluntary Annexation on approximately 157.139 +/- acres located NW of 2374 W Highway 287 Bypass (Property ID 185971 and 185886) - Owner: CAROLYN J HAMAN (ANX-DNX-200-2021) to the January 18, 2022 City Council meeting. Council Member Melissa Olson seconded, All Ayes.

10. **Continue Public Hearing on a request by Terrance Jobe, Alluvium Development, Inc., for a Zoning Change from a General Retail (GR) and Future Development (FD) zoning districts to Planned Development Mixed-Use Residential (PD-MUR) zoning district, located west of 2374 W Highway 287 Bypass (Property ID 185971, 185978, 185972, 185886) - Owner: CAROLYN J HAMAN L/E (ZDC-188-2021)**

Mayor Barnes continued the Public Hearing and announced the applicant requested to continue ZDC-188-2021 to the January 18, 2022 City Council meeting.

11. Consider proposed Ordinance approving ZDC-188-2021

Action:

Mayor Pro Tem Billie Wallace moved to continue the Public Hearing on a request by Terrance Jobe, Alluvium Development, Inc., for a Zoning Change from a General Retail (GR) and Future Development (FD) zoning districts to Planned Development Mixed-Use Residential (PD-MUR) zoning district, located west of 2374 W Highway 287 Bypass (Property ID 185971, 185978, 185972, 185886) - Owner: CAROLYN J HAMAN L/E (ZDC-188-2021) to the January 18, 2022 City Council meeting. Council Member Melissa Olson seconded, All Ayes.

12. Continue Public Hearing on a request by Jonathan Cruz, HGO Tire Shop, for a Zoning Change from a Future Development (FD) zoning district to Planned Development – Future Development (PD-FD) zoning district, to allow an outside storage use, located at 211 E. Sterrett Road (Property ID 187131) - Owner: DAYSTAR COACHES & TOURS INC (ZDC-164-2021)

Planning Director Jennifer Pruitt presented the case noting the applicant is requesting a zoning change from Future Development to Planned Development-Future Development to allow for outside storage and trailer parking for HGO Tire Shop. She reviewed staff concerns and noted that the P&Z Commission voted 6-0 to deny ZDC-164-2021. Staff recommends denial for the proposed use.

Mayor Barnes continued the Public Hearing.

There being no others to speak for or against ZDC-164-2021, Mayor Barnes closed the Public Hearing.

Council Member Travis Smith expressed gratitude to the applicant for addressing previous concerns in regards to fire safety. Mr. Smith asked City Council to consider the intent of the applicant.

13. Consider proposed Ordinance approving ZDC-164-2021

Action:

Council Member Travis Smith moved to table ZDC-164-2021 to allow City staff to pursue a development agreement with the property owner. Council Member Melissa Olson seconded, the vote was as follows: Ayes: Travis Smith and Melissa Olson. Noes: Doug Barnes, Billie Wallace, and David Hill.

The motion failed.

Action:

Mayor Pro Tem Billie Wallace moved to deny ZDC-164-2021. Council Member David Hill seconded, the vote was as follows: Ayes: Billie Wallace, David Hill, and Doug Barnes. Noes: Travis Smith and Melissa Olson.

The motion carried.

14. Continue Public Hearing on a request by Susan M. Calvert, Owner, for a Voluntary Annexation of approximately 19.25 acres located in the William Irwin Survey, Abstract No 545, at 823 Ovilla Road (Property ID 185891 & 185980) - Owner: SUSAN M CALVERT (ANX-DNX-178-2021)

Ms. Pruitt stated ANX-DNX-178-2021 is associated with item 17 and is contingent on zoning approval of ZDC-162-2021. She noted the proposed property presented for annexation is a 20 acre tract of land situated west of Ovilla Road and North of HWY 287 Business.

Ms. Pruitt continued presenting ZDC-162-2021. She noted the applicant is requesting approval of a Planned Development to allow development of single family homes, townhomes, and park/open space on 153.7 acres. Ms. Pruitt noted the Planning and Zoning Commission voted 6-0 to deny the development proposal due to following options:

- Lack of uniqueness within the development
- Number of variances requested
- Proposed concept housing examples

Ms. Pruitt presented the concept plan as including 458 lots which includes 360 single family residential lots and 98 townhomes. She noted several revisions to the concept plan made by the applicant to address concerns.

Ms. Pruitt noted the applicant is requesting several variances in regards to minimum lot size, minimum lot width, front, rear, and side yard setback, and lot coverage. She also noted the applicant is requesting a waiver for the following:

- Cash-in-lieu fee of \$400 per lot as required by the City of Waxahachie Subdivision Ordinance. The applicant's concept plan includes 29.8 acres of open space which exceeds the park dedication requirement of 2 acres for 100 dwelling units.
- The applicant requests for the City's concurrence that a land donation to TXDOT will not be a condition of development for the property.
- Roadway Impact Fee credits in the amount of \$1,095 for each of the 464 residential lots totaling \$508,080. The applicant estimates the cost of constructing two-lanes of the roadway, as proposed, will exceed \$2,000,000.

Ms. Pruitt added that five (5) letters of support, three (3) letters of opposition, and one (1) letter of concern have been received.

Mayor Barnes continued the Public Hearing.

There being no others to speak for or against ANX-DNX-178-2021, Mayor Barnes closed the Public Hearing

15. Consider proposed Ordinance adopting ANX-DNX-178-2021

Action:

Council Member Melissa Olson moved to approve an ordinance for ANX-DNX-178-2021 contingent on approval of case ZDC-162-2021. Council Member David Hill seconded, All Ayes.

16. Continue Public Hearing on a request by Chip Boyd, JHDMC, LLC, for a Zoning Change from a Single Family-1 zoning district to Planned Development - Single Family-3 (PD-SF-3) zoning district, located at 823 Ovilla Road (Property ID 185893, 185891, 185980, 185979, 200064) - Owner: SUSAN M CALVERT (ZDC-162-2021)

Mayor Barnes continued the Public Hearing.

Chip Boyd, 421 Century Way, Red Oak, TX, presented the master land plan for The Oaks at Twin Creeks, detailing open space, trail system, creeks, ponds, streets, amenities, and architectural influences. Mr. Boyd stated the P&Z Commission discussions mostly centered on architectural concepts. He noted the presentation reflects significant revisions to the home product variety being presented and includes more detailed information than previously presented. Mr. Boyd noted 12% of each product style will be a minimum requirement and 40% will be determined by the market.

Council Member Melissa Olson requested clarification on a planned development regulation that states “siding shall be permitted on wall areas extending above roof lines”. Ms. Olson asked if the backside of homes will be fully bricked. Mr. Boyd responded that it depends on the home elevation on each architectural design. He stated the intent is still to meet the 80% overall masonry requirement and 100% where possible; however, it is not guaranteed that a traditional style brick home will have 100% masonry.

Council Member Melissa Olson expressed concern in regards to Park Fee waivers. Ms. Olson stated she prefers the development’s parks to be HOA maintained, opposed to City maintained. Mr. Boyd responded the applicant is happy to have the open spaces HOA owned and maintained; however, since the applicant is dedicating 33.5 acres of open space to the HOA, the applicant requests a Park Fee waiver.

Council Member Travis Smith requested clarification on how much of the open space is water. Mr. Boyd replied approximately 2.75 acres of the 33 acres of open space is water.

Mayor Pro Tem Billie Wallace stated she prefers the development’s parks be HOA maintained and would prefer to see more concrete architectural designs. Ms. Wallace asked if the applicant is willing to continue the case to until City Council’s concerns are addressed. Mr. Boyd stated the applicant humbly requests that Council consider what is being presented and consider the case.

Those that spoke in opposition:

Ron Bunch, 707 Ovilla Rd., Waxahachie, Texas

There being no others to speak for or against ZDC-162-2021, Mayor Barnes closed the Public Hearing.

17. Consider proposed Ordinance approving ZDC-162-2021

Action:

Council Member David Hill moved to approve an ordinance for ZDC-162-2021. Mayor Doug Barnes seconded, the vote was as follows: Ayes: David Hill and Doug Barnes. Noes: Billie Wallace, Melissa Olson, and Travis Smith.

The motion failed.

18. Consider Development Agreement for ZDC-162-2021

No action taken.

19. Consider proposed Resolution to enter into a contract with First Financial Bank to serve as the City's primary depository

RESOLUTION NO. 1321

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIRST FINANCIAL BANK, N.A. TO SERVE AS THE CITY'S PRIMARY DEPOSITORY; EXECUTE ALL NECESSARY AGREEMENTS FOR DEPOSITORY SERVICES AND DECLARING AN EFFECTIVE DATE.

Action:

Mayor Pro Tem Billie Wallace moved to approve Resolution No. 1321. Council Member Travis Smith seconded, All Ayes.

20. Comments by Mayor, City Council, City Attorney and City Manager

City Manager Michael Scott thanked Finance Director Chad Tustison and the Finance Department for their efforts to identify a depository for the City.

Deputy City Manager Albert Lawrence echoed Mr. Scott and congratulated the Finance Department.

21. Adjourn

There being no further business, the meeting adjourned at 8:29 p.m.

Respectfully submitted,

Jami Bonner
Assistant City Secretary

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City Council
January 3, 2022

A briefing session of the Mayor and City Council of the City of Waxahachie, Texas was held in the City Council Conference Room at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, January 3, 2022 at 6:00 p.m.

Council Members Present: Doug Barnes, Mayor, Council Member Place 2
Billie Wallace, Mayor Pro Tem, Council Member Place 4
David Hill, Council Member Place 1
Melissa Olson, Council Member Place 3
Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Shon Brooks, Executive Director of Development Services
Jennifer Pruitt, Planning Director
Richard Abernethy, Director of Administrative Services
Robert Brown, City Attorney
Jami Bonner, Assistant City Secretary

1. Call to Order

Mayor Doug Barnes called the meeting to order.

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

City Manager Michael Scott reviewed the following agenda items:

- Item 5c, event application for King Day March and Celebration to be held on January 15th, noting there are details that need to be clarified. Mr. Scott recommended approving the item separate from the Consent Agenda pending further details.
- Item 5d, authorize re-appropriation of supplemental funding for Sokoll Water Treatment Plant Wholesale Meter, noting that due to logistical challenges, City of Waxahachie will re-appropriate funds of \$33,000. Due to the purchase being considered plant infrastructure, it is subject to the 50/50 agreement with Rockett Special Utility District and they will reimburse the City of Waxahachie for \$16,500.

Planning Director Jennifer Pruitt reviewed the following agenda items:

- ZDC-146-2021, the applicant is requesting to continue the case to the January 18, 2022 City Council meeting.
- ANX-DNX-200-2021, the applicant is requesting to continue the case to the January 18, 2022 City Council meeting.
- ZDC-188-2021, the applicant is requesting to continue the case to the January 18, 2022 City Council meeting.
- ZDC-164-2021, the applicant is requesting a zoning change from Future Development to Planned Development-Future Development to allow for outside storage and trailer parking for HGO Tire Shop. Ms. Pruitt noted the applicant has made significant changes since the last City Council meeting; however, the applicant is requesting an accessory use and the

primary building is not on the property in question. Staff recommends denial due to concerns.

Council Member Travis Smith requested clarification in regards to a previously stated fire safety concern and the option to approve a development plan to revert back to Future Development if HGO Tires vacates the property or if 50% or more of the structure is destroyed. City Attorney Robert Brown replied that a zoning change cannot automatically revert; however, an intent can be expressed in a development agreement to indicate that if HGO Tires vacates the property or if agreement terms are not met, City Council can take action to change the zoning back to Future Development.

Fire Chief Ricky Boyd stated he does not have concerns about fire safety as long as the storage building does not grow in square footage.

Mr. Scott encouraged City Council to consider the best use of the property.

- ANX-DNX-178-2021, Ms. Pruitt indicated ANX-DNX-178-2021 is associated with ZDC-162-2021.
- ZDC-162-2021, the applicant is requesting approval of a Planned Development to allow development of single family homes, townhomes, and park/open space on 153.7 acres. Ms. Pruitt noted several plan revisions by the applicant in response to concerns including reduced number of lots, identified single family detached lots, and integrated different types of lots throughout the development. Staff recommends approval per staff comments.

City Council and staff discussed concerns regarding roadway width, materials utilized for façade, architectural styles, open space and amenities. Director of Planning and Engineering James Gaertner confirmed the 30' ft. roadway width meets the minimum standards to allow for street parking and passage of firetrucks. Council Member Melissa Olson expressed concerns with the architectural concepts presented by the developer. She stated the concepts presented do not include enough information to depict custom housing as previously required and approved by City Council.

Ms. Pruitt presented waiver requests including \$400 per lot cash in lieu waiver for Park Dedication, Roadway Impact Fees and Inspection Fees waiver for newly constructed developments, and setback variances.

Ms. Pruitt stated the Planning and Zoning Commission made a recommendation to deny the applicant's request siting concerns with lack of uniqueness within the development (amenities), variance requests, and proposed concept housing examples. She noted the P&Z Commission preferred to continue the case to allow time to address concerns; however, the applicant respectively requested a vote.

- Item 19, consider proposed Resolution to enter into a contract with First Financial Bank to serve as the City's primary depository. Finance Director Chad Tustison stated the City was notified in August of 2021 that the City's current bank will no longer serve the Texas municipal market and a new depository will need to be approved. The City contracted with Valley View Consulting to assist with the process, proposal, and transition. Mr. Tustison

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City Council
January 3, 2022
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shared detailed information provided by Valley View Consulting regarding process, analysis, and recommendation.

3. Adjourn

There being no further business, the meeting adjourned at 6:59 p.m.

Respectfully submitted,

Jami Bonner
Assistant City Secretary



Memorandum

To: Honorable Mayor and City Council
From: Shon Brooks, Executive Director of Development Services
Thru: Michael Scott, City Manager *[Signature]*
Date: January 18, 2022
Re: Consider the Approval of an Engineering Professional Services Agreement for the Howard Road Water Treatment Plant High Service Pump Station Emergency Generator

Item Description: Consider award of the Professional Services Agreement to Kimley Horn in the amount of \$55,000 will allow for the engineering design of a new Emergency Generator at the Howard Road Water Treatment Plant High Service Pump Station.

Item Summary: In September of 2021, City Council was briefed on potential City of Waxahachie projects that would be funded with Coronavirus Local Fiscal Recovery Funds (CLFRF). This project was identified by the City Council as a project that the Utility Department staff should move forward with. The preliminary design for this project was completed as a part of the Generator for Raw Water Pump Station #2 and Howard Surface Water Treatment Plant Electrical Improvements projects. This portion of the project was removed from the base bid due to Engineer Opinion of Construction Cost (EOCC), but is now recommended as a separate project to utilize CLFRF funding. This Agreement would allow for the detail completion and construction oversight for the Emergency Generator and access road to service the generator during all weather conditions.

The existing pump station does not have a backup non-commercial power supply nor all weather accessibility to the station for maintenance. By adding a generator, the pump station can withstand power outages, and access road would provide all weather access for refueling and maintenance of the generator and equipment. Overall, the City's water utility can continue to provide treated water demands during emergency events and extended commercial power events. This generator will also help the Utility Department meet the requirements of Texas Senate Bill 3, which requires public utilities to submit an Emergency Preparedness Plan demonstrating the ability to

(5c)

maintain adequate water pressure (minimum of 20 psi) and continual service during an extended commercial power outages.

Fiscal Impact: This project is part of the Utility Department's submittals for CLFRF funding. The EOCC from Kimley-Horn and Associates is \$2,455,000 for the total project with \$55,000 for the engineering services.

PROCLAMATION

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

WHEREAS, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and charged the Corporation for National and Community Service with leading this effort; and

WHEREAS, since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King, Jr. to serve their neighbors and communities on the King Holiday; and

WHEREAS, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

WHEREAS, the King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give service on the holiday in ways that are safe even in the midst of a pandemic, and make an ongoing commitment to service throughout the year; and

WHEREAS, King Day of Service projects are being organized by a wide range of nonprofit and community organizations, educational institutions, public agencies, private businesses, and other organizations across the nation; and

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for all our citizens, and

WHEREAS, citizens of Waxahachie have the opportunity to participate in events throughout our city as well as create and implement community service projects where they identify the need;

NOW, THEREFORE, I, Doug Barnes, Mayor of the City of Waxahachie, Texas, along with the entire City Council, do hereby proclaim the week of January 17-21, 2022 as

“DR. MARTIN LUTHER KING, JR. WEEK”

and call upon the people of Waxahachie to pay tribute to the life and works of Dr. King through participation in community service projects this week and throughout the year.

DATED this 18th day of January, 2022.

MAYOR

ATTEST:

CITY SECRETARY

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF PROPERTY ID 185971, ABSTRACT 546 & 409 OF THE WM IRWIN AND D S GENTRY SURVEY, AND PROPERTY ID 185866, ABSTRACT 545 OF THE WM IRWIN SURVEY, APPROXIMATELY 150.11 ACRES, SITUATED EAST OF BLACK CHAMP ROAD AND NORTH OF U.S. HIGHWAY 287 BUSINESS, OF THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS.

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

SECTION 1. That the following described land and territory lying adjacent to the City of Waxahachie and being within its extraterritorial jurisdiction (ETJ), be, and the same is hereby added and annexed to the City of Waxahachie, and that said territory hereinafter described shall hereafter be included within the boundary limits of the City of Waxahachie, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Waxahachie to-wit:

All that Property ID 185971, Abstract 546 & 409 of the WM Irwin and D S Gentry Survey, and Property ID 185866, Abstract 545 of the WM Irwin Survey, situated in Ellis County, Texas, and being more particularly described in Exhibit A – Legal Description, describing portions of the annexation, made a part of hereof and attached hereto for all purposes.

SECTION 2. That the above described additional territory and area so annexed shall be a part of the City of Waxahachie, and the property so added therein shall bear its pro rata part of the taxes levied by the City of Waxahachie, and the inhabitants hereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Waxahachie, Texas.

SECTION 3. Municipal services shall be rendered as described in the attached Annexation Service Plan.

SECTION 4. An emergency is declared to exist, in that this annexation should be completed and made final so that the boundaries of the City shall be determined without delay, and this ordinance is effective immediately upon passage.

PASSED, APPROVED AND ADOPTED on this 18th day of January, 2022.

MAYOR

ATTEST:

City Secretary

**SERVICE PLAN
FOR
PROPOSED VOLUNTARY ANNEXATION OF APPROXIMATELY 150.5 ACRES
SITUATED EAST OF BLACK CHAMP ROAD AND NORTH OF U.S. HIGHWAY 287
BUSINESS**

The following is a plan whereby full municipal services as defined in Section 43.056 of the Texas Local Government Code will be provided by the City of Waxahachie (the “City”) in territory to be annexed, being approximately 150.11 acres of land located adjacent to the City limits, as depicted in the attached annexation exhibit.

Municipal facilities and services will be provided to the annexed area at the following levels and in accordance with the following schedule:

A. Police Protection:

The City provides municipal police protection to its residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

B. Fire Protection and Emergency Medical Services:

The City provides full-time fire protection. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

The City contracts with American Medical Response (“AMR”) for Emergency Medical Service. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

C. Solid Waste Collection:

The City’s solid waste collection is currently provided by Waste Connections (“Waste Connections”). Upon the effective date of the annexation, the City will provide solid waste collection to the annexed area on the same basis as it is made available to other parts of the city with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

D. Water and Wastewater Service and Maintenance:

The area to be annexed is an unplatted area within the City’s ETJ. Portions of the area to be annexed lies within the City of Waxahachie’s Water Certificate of Convenience and Necessity Service Area (Number 10915). Portions of the area to be annexed also lie within the Sardis-Lone Elm Water Supply Corporation, Water Certificate of Convenience and Necessity Service Area (Number 10058). All of the area to be annexed lies within the City of Waxahachie’s Wastewater Masterplan Service Area.

At this time water and wastewater services are not available within the area, and the City does not have plans to extend services to the area. The developer will be responsible for the extension of any water and wastewater services necessary to service the property. In the event water services are extended to the property, the services within the City's Water Certificate of Convenience and Necessity Service Area will be dedicated to the City, and the City will be responsible for their maintenance and upkeep once inspected and accepted by the City. In the event wastewater services are extended to the property, the services within the City's Wastewater Masterplan Service Area will be dedicated to the City, and the City will be responsible for their maintenance and upkeep once inspected and accepted by the City.

Should City plans be changed and water and or wastewater service infrastructure be extended to this area, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

E. Maintenance of Roads, Streets and Street Lighting:

The City shall begin to make provision for the maintenance of current roads and streets within the annexed areas upon the effective date of the annexation*. Such streets and roads shall be maintained in their current condition and shall be included in the City's Capital Improvements Plan for upgrading, resurfacing and/or improvement on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Any such resurfacing or upgrade shall be made in accordance with current City policies or the City's Subdivision Ordinance, adopted as Ordinance 3151, and as amended from time to time.

Improvements will be made in conjunction with new development in accordance with City policies contained in the City's Subdivision Ordinance after installation and dedication of such improvements by the relevant property owner and acceptance by the City. Future streets within the annexed area will be upgraded in accordance with an approved Capital Improvements Program, as may be amended from time to time, on the same basis as other areas in the City with land uses and population densities to those reasonably contemplated or projected in the annexed area.

* State-owned facilities will continue to be maintained by the State of Texas, Department of Transportation.

F. Parks, Playgrounds and other Public Facilities and Services:

All parks, playgrounds, and other recreation facilities within the annexed area will be private property and will be the responsibility of the developer or home owner's associated to maintain. No public dedication of parks, playgrounds, and other recreation facilities will be made to the City. Property owners and residents of the annexed area may use the existing public parks, playgrounds, and other recreation facilities and services of the City on the same basis as other residents of the City.

G. Public Library Services and Other Publicly Owned Facilities, Buildings and Services:

Property owners and residents of the annexed area may use the existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City.

H. City Regulations and Code Enforcement

The annexed areas will upon the date of annexation, be subject to all City regulations as specified within the City of Waxahachie Code of Ordinances. Further, the City's codes and regulations will be enforced in a manner like other similar parts of the corporate city limits.

I. General Municipal Administration:

General municipal administration services will be available to the annexed area upon the effective date of the annexation. This Service Plan provides for full municipal services to the annexed area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the annexed area are immediately preceding the effective date of the annexation. This Service Plan does not constitute a right to a superior level of services in the annexed area. The City retains its authority to adjust programs on a city-wide basis to provide more effective services through changes in operating procedures and standards. The City also retains the authority to adjust services on a city-wide basis should economic or emergency circumstances dictate.

Upon annexation to the city of Waxahachie, this tract, similar to other newly annexed lands, will be assigned the Future Development (FD) zoning district designation. This zoning designation shall remain until such time as a separate zoning action by City Council has taken place to change it.

This plan is presented the 18th day of January, 2022.

Michael Scott
City Manager



Montclair Heights Annexation Exhibit

Based on the Boundary/Topographic
Survey provided during the 1st Submittal

Date: 12/17/2020

Legend

Montclair Heights Property

 Outside City Limits - 150.11 acres

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;

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;

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;

(10)

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.

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-188-2021



MEETING DATE(S)

Planning & Zoning Commission: January 11, 2022 (continued from December 28, 2021)

City Council: January 18, 2022

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held December 14, 2021, the Commission voted 7-0 to continue case number ZDC-188-2021 to the December 28, 2021 Planning and Zoning meeting.

At the Planning & Zoning Commission meeting, held December 28, 2021, the Commission voted 6-0 to continue case number ZDC-188-2021 to the January 11, 2022 Planning and Zoning meeting.

At the Planning & Zoning Commission meeting, held January 11, 2022, the Commission voted 7-0 to recommend approval for case number ZDC-188-2021, subject to all staff comments.

CAPTION

Public Hearing on a request by Terrance Jobe, Alluvium Development, Inc., for a **Zoning Change** from a General Retail (GR) and Future Development (FD) zoning districts to **Planned Development Mixed-Use Residential (PD-MUR)** zoning district, located at the located west of 2374 W Highway 287 Bypass (Property ID 185971, 185978, 185972, 185886) - Owner: CAROLYN J HAMAN L/E (ZDC-188-2021)

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.

**The proposed zoning change is contingent upon City Council approving the proposed annexation case (ANX-DNX-200-2021) for this property. City Council is scheduled to take action on the item on January 18, 2022.*

CASE INFORMATION

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

SUBJECT PROPERTY

General Location: West of 2374 W Highway 287 Bypass

Parcel ID Number(s): 185971, 185978, 185972, 185886

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

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. **If approved, an internal connection is proposed with the adjacent property to the east.*

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.

Case History:

At the January 19, 2021, City Council meeting, City Council voted 5-0 to deny case number ZDC-72-2020 (original case number for Montclair Heights). At the meeting, the developer proposed a Planned Development district consisting of 394 total lots (including cottage lots and general retail tracts). Due to traffic concerns for the development, City Council voted to deny the development proposal.

Proposed Use:

The purpose of this Planned Development district is to create zoning that will allow the development of 384 total lots. Of which, 297 lots will fall within the categories A, B, C, D, and E (as identified on the attached PD Concept Plan and listed in the "Proposed Planned Development Regulations" section of the staff report below), and 87 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, an amenity park, and a dog park.

Staff Note: The proposed zoning change is contingent upon City Council approving the proposed annexation case (ANX-DNX-200-2021) for this property. City Council is scheduled to take action on the item on January 18, 2022.

At the December 28, 2021, Planning and Zoning meeting, the Planning and Zoning Commission requested that the applicant revise the submitted plan(s) for the proposed development to further address the Commission's concerns, as well as be more conducive to the surrounding area. Per the Commission's request, listed below are changes made by the applicant.

CHANGES FROM THE 12/28/21 PZ MEETING

- Revised the PD Regulations to include 5 district Architectural design styles to add diversity:

Architectural Style	Minimum Percentage	Minimum # of Homes
Contemporary	12%	46
Modern Farm	12%	46
Tudor	12%	46
Mediterranean	12%	46
Craftsman	12%	46

*The Architectural Style for the remaining lots shall be determined by the market.

**Concept Renderings for the Architectural Styles have been provided by the applicant.

- Require a mix of exterior finish materials:
 - Brick
 - Stone
 - Cementitious fiber board
 - Stucco
 - Wood (as accent only)
- 360 degree architecture
- To promote floor plan variation and prevent elevation duplication in close proximity, the following requirements shall apply:
 - Minimum Number of Elevations - No single building elevation shall be duplicated within 6 lots either direction on the same block face.
 - Elevation Duplication – Elevations may not be duplicated on any lot directly across a street or within four (4) lots either direction.
 - Floor Plan Variation – A minimum of seven (7) floor plans shall be used for each Architectural Style.

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 - 13,500 SF
- Minimum Dwelling Unit Area – 2,400 SF
- Minimum Lot Width - 90' interior lot; 95' corner lot; **65' for lots with predominate frontage on a curve radius measuring along front building line** (minimum 80' requirement per SF3 standards)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'B' Lots

- Minimum Lot Area - 11,000 SF
- Minimum Dwelling Unit Area – 2,200 SF
- Minimum Lot Width - 80' interior lot; 85' corner lot; **55' for lots with predominate frontage on a curve radius measuring along front building line** (*minimum 80' requirement per SF3 standards*)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'C' Lots

- **Minimum Lot Area - 9,800 SF** (*minimum 10,000 SF requirement per SF3 standards*)
- Minimum Dwelling Unit Area – 2,200 SF
- **Minimum Lot Width - 70' interior lot; 75' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line** (*minimum 80' requirement per SF3 standards*)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'D' Lots

- **Minimum Lot Area - 9,000 SF** (*minimum 10,000 SF requirement per SF3 standards*)
- Minimum Dwelling Unit Area – 1,850 SF
- **Minimum Lot Width - 65' interior lot; 70' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line** (*minimum 80' requirement per SF3 standards*)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- **Minimum Side Yard (interior) - 7.5'** (*minimum 10' requirement per SF3 standards*)
- **Minimum Side Yard (exterior on corner lots) - 10'** (*minimum 15' requirement per SF3 standards*)
- **Maximum Lot Coverage – 60%** (*maximum 50% requirement per SF3 standards*)

Type 'E' Lots

- **Minimum Lot Area - 7,000 SF** (*minimum 10,000 SF requirement per SF3 standards*)
- Minimum Dwelling Unit Area – 1,750 SF
- **Minimum Lot Width - 50' interior lot; 55' corner lot; 40' for lots with predominate frontage on a curve radius measuring along front building line** (*minimum 80' requirement per SF3 standards*)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- **Minimum Side Yard (interior) - 5'** (*minimum 10' requirement per SF3 standards*)

- **Minimum Side Yard (exterior on corner lots) - 10'** (*minimum 15' requirement per SF3 standards*)
- **Maximum Lot Coverage – 65%** (*maximum 50% requirement per SF3 standards*)
- **Garage Door Orientation or Placement – front-entry**

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

- **Maximum Height** - 2 stories for the main building; 1 story for accessory buildings without garages
- **Minimum Parking** - 2 enclosed spaces per lot
- **Garage Door Orientation or Placement** - no less than 65% of the dwellings that are not alley-loaded (rear entry) or Type E Lots, shall have garage doors served by side-entry or j-swing drives. All front-entry garages shall be 5' behind the front building façade.
- **Garage Door Appearance** - shall be carriage style and constructed of wood or metal/composite material made to have the appearance of wood.
- **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 6 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
- **Sidewalks** – Shall comply with the requirements applicable to Section 3.5, Sidewalks, 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.

Type 'F' Lots - 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'; 20' for lots without alleys
- **Minimum Rear Yard** - 20'; 10' for lots without alleys
- **Minimum Side Yard (interior)** - 5'
- **Minimum Side Yard (exterior on corner lots)** - 10'
- **Maximum Lot Coverage** - 70% 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** - 1,450 SF

- Garage Door Orientation or Placement - On lots without alleys, no j-swing drives shall be required, and garages shall not be required to be 3 feet behind the front building face.
- Garage Door Appearance - shall be carriage style and constructed of wood or metal/composite material made to have the appearance of wood.
- Maximum Garage Width – On lots without alleys, garages shall not exceed $\frac{3}{4}$ of the total width of the house. No width restriction on lots with alleys.
- 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 6 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
- Sidewalks – Shall comply with the requirements applicable to Section 3.5, Sidewalks, 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 and also shall allow Dry Cleaning Establishment, Off-Site.
- 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.
- Detention Areas - Trees planted in clusters around the ponds

Maintenance of Private Improvements and Common Areas

The developer will establish the mandatory Homeowner's Association (HOA) to be responsible for the maintenance of the private parks, amenities, landscaping and common areas.

Traffic Patterns/Congestion

To alleviate vehicular congestion on U.S. Highway 287, developer will coordinate with the City of Waxahachie and TxDOT for the design and installation of a traffic signal at southern entrance to Montclair Heights as well as fully funding the same. Further, to enhance ingress/egress, developer will cooperate fully with the adjacent property owner, as needed, to the east to connect the proposed thoroughfare and provide enhanced access to F.M. 664/Ovilla Road.

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

- Parks/Open Space
- Walking/Jogging Trail

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 Size**

The minimum lot size requirement per SF3 zoning is 10,000 sq. ft.

- Type C Lots: The applicant is proposing a minimum lot size of 9,800 sq. ft.
- Type D Lots: The applicant is proposing a minimum lot size of 9,000 sq. ft.
- Type E Lots: The applicant is proposing a minimum lot size of 7,000 sq. ft.

Lot Width

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

- Type A Lots: The applicant is proposing a minimum lot width of 65' for lots with predominate frontage on a curve radius measuring along front building line
- Type B Lots: The applicant is proposing a minimum lot width of 55' for lots with predominate frontage on a curve radius measuring along front building line
- Type C Lots: The applicant is proposing a minimum lot width of 70' interior lot; 75' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line
- Type D Lots: The applicant is proposing a minimum lot width of 65' interior lot; 70' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line
- Type E Lots: The applicant is proposing a minimum lot width of 50' interior lot; 55' corner lot; 40' for lots with predominate frontage on a curve radius measuring along front building line

Side Yard Setback

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

- Type D Lots: The applicant is proposing a minimum side yard setback of 7.5ft. and 10ft. on corner lots.
- Type E Lots: The applicant is proposing a minimum side yard setback of 5ft. and 10ft. on corner lots.

Lot Coverage

The maximum lot coverage percentage per SF3 zoning is 50%

- Type D Lots: The applicant is proposing a maximum lot coverage of 60%
- Type E Lots: The applicant is proposing a maximum lot coverage of 65%

Garage Width

The garage width for single family residential shall not be more than 50% of the total width of the house

- For Type 'A' thru 'E' Lots, max. width will apply to 85% of the dwellings; 15% may have garages up to 60% of the total width of the house to allow for 3-car garages
- For Cottage Lots without alleys, garage shall not exceed $\frac{2}{3}$ of the total width of the house

Garage Door Orientation

If the width of the lot allows, 50% of all dwellings shall have garages with at least one of the following: rear entry; j-swing drive or garage 3' behind the front building face

- Due to the 40' lot width, Cottage Lots without alleys will not be able to comply with these requirements

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

Staff received one (1) letter of support and four (4) letters of opposition for the proposed development.

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. Development Agreement/Ordinance
3. Location Exhibit
4. Planned Development Regulations
5. Concept Plan
6. Concept Elevations

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:

Zack King

Planner

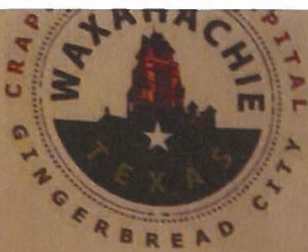
zking@waxahachie.com

Reviewed by:

Jennifer Pruitt, AICP, LEED-AP, CNU-A

Director of Planning

jennifer.pruitt@waxahachie.com



(11)
City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-188-2021**

DAVIES CYNTHIA
4430 BLACK CHAMP RD
MIDLOTHIAN, TX 76065

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 14, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, December 20, 2021 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 Terrance Jobe, Alluvium Development, Inc., for a **Zoning Change** from a General Retail (GR) and Future Development (FD) zoning districts to **Planned Development Mixed-Use Residential (PD-MUR)** zoning district, located at the located west of 2374 W Highway 287 Bypass (Property ID 185971, 185978, 185972, 185886) - Owner: CAROLYN J HAMAN L/E (ZDC-188-2021)

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-188-2021**

City Reference: 199017

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **Friday, December 10, 2021** 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

Printed Name and Title

Date

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.

Case Number: ZDC-188-2021

City Reference: 199031

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **Friday, December 10, 2021** 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:

Mark Brown
Signature

11-29-21
Date

Mark Brown Representative
Printed Name and Title
Black Champ Homeowners Assoc

Common Area of Assoc
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.

Case Number: **ZDC-188-2021**

City Reference: 199022

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **Friday, December 10, 2021** 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:

Mark Brown
Signature

11-29-21
Date

OWNER Mark Brown
Printed Name and Title

4070 Black Champ Rd
Address
Midlothian, TX
76065

(11)

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)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-188-2021**

ROZIER RICHARD
4250 BLACK CHAMP RD
MIDLOTHIAN, TX 76065

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 14, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, December 20, 2021 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 Terrance Jobe, Alluvium Development, Inc., for a **Zoning Change** from a General Retail (GR) and Future Development (FD) zoning districts to **Planned Development Mixed-Use Residential (PD-MUR)** zoning district, located at the located west of 2374 W Highway 287 Bypass (Property ID 185971, 185978, 185972, 185886) - Owner: CAROLYN J HAMAN L/E (ZDC-188-2021)

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-188-2021**

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 **Friday, December 10, 2021** 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:

*This plan is worse than the plan the Council + P+2
turned down previously. Please deny this development*

Signature

Richard Rozier

Printed Name and Title

Date

12/10/2021
4250 Black Champ

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)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-188-2021



CALVERT SUSAN M
PO BOX 856
WAXAHACHIE, TX 75168

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 14, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, December 20, 2021 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 Terrance Jobe, Alluvium Development, Inc., for a **Zoning Change** from a General Retail (GR) and Future Development (FD) zoning districts to **Planned Development Mixed-Use Residential (PD-MUR)** zoning district, located at the located west of 2374 W Highway 287 Bypass (Property ID 185971, 185978, 185972, 185886) - Owner: CAROLYN J HAMAN L/E (ZDC-188-2021)

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-188-2021

City Reference: 185893

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on Friday, December 10, 2021 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:

Susan M Calvert
Signature

12-9-2021
Date

SUSAN M CALVERT OWNER
Printed Name and Title

PO BOX 856 WAXAHACHIE TX 75168
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

EXHIBIT M

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM FUTURE DEVELOPMENT (FD) AND GENERAL RETAIL (GR) TO PLANNED DEVELOPMENT-MIXED USE RESIDENTIAL (PD-MUR), LOCATED WEST OF 2374 W HIGHWAY 287 BYPASS, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 188.46 ACRES KNOWN AS A PORTION OF PROPERTY ID 185971, 185972, 185886, 185978, 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-188-2021. 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 denial of the subject property from FD & GR to PD-MUR, 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 FD & GR to PD-MUR, with Concept Plan in order to facilitate development of the subject property in a manner that allows single family homes, cottage style homes, retail/office/restaurant, and park/open space uses on the following property: a portion of Property ID 185971, 185972, 185886, 185978, which is shown on Exhibit H, in accordance with the Planned Development Regulations shown as Exhibit I, Concept Plan shown as Exhibit J, Concept Elevations shown as Exhibit K, and the Staff Report shown as Exhibit L.

PLANNED DEVELOPMENT**Purpose and Intent**

The purpose of this planned development is to create a mixed use development that includes single family homes, cottage style homes, retail/office/restaurant, and park/open space uses, 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.

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/Development Agreement/Planned Development Regulations. 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 shown as Exhibit I, Concept Plan shown as Exhibit J, Concept Elevations shown as Exhibit K, and the Staff Report shown as Exhibit L.

Development Regulations

- (A) A mutually agreed upon Development Agreement will be required for the property.
- (B) The development shall conform as approved by the City Council under case number ZDC-188-2021.
- (C) All materials, location of materials, and percentage of materials for the building shall be consistent as prescribed in the Planned Development Regulations and Concept Elevation(s) Plan.
- (D) All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
- (E) The property shall be platted prior to any construction development on the site.
- (F) 60% of the residential development shall consist of five (5) distinct architectural styles. The architectural styles and percentage breakdown shall reflect as:

Architectural Style	Percentage	Minimum Homes
Contemporary	12%	46
Craftsman	12%	46
Mediterranean	12%	46
Modern Farmhouse	12%	46
Tudor	12%	46

The remaining 40% of the residential development shall be determined by the market.

- (G) No single building elevation shall be duplicated within six (6) lots or tracts either direction on the same block face.
- (H) Elevations may not be duplicated on any lot directly across a street or within four (4) lots either direction.
- (I) A minimum of five (5) floor plans shall be used for each Architectural Style.

- (J) To alleviate vehicular congestion on U.S. Highway 287, the developer (MH) will coordinate with the City of Waxahachie and TxDOT for the design and installation of a traffic signal at southern entrance to Montclair Heights. The traffic signal will be fully funded by the developer (MH). Further, to enhance ingress/egress, developer will cooperate fully with the adjacent property owner, as needed, to the east to connect the proposed thoroughfare and provide enhanced access to F.M. 664/Ovilla Road.
- (K) Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, Development Agreement, Planned Development Regulations, or Staff Report shall conform to those requirements and/or standards prescribed in Exhibits I – Planned Development Regulations, Exhibit J – Concept Plan, Exhibit K – Concept Elevations, and Exhibit L – Staff Report. Where regulations are not specified in Exhibits I, J, K, L, in this ordinance, Planned Development Regulations, or Development Agreement, the regulations of Single Family-3 (residential) zoning and General Retail (retail/office) of the City of Waxahachie Zoning Ordinance shall apply to this development.
- (L) A detailed Site Plan packet shall be administratively reviewed and approved in accordance with the Concept Plan.
- (M) 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.

PASSED, APPROVED, AND ADOPTED on this 18th day of January, 2022.

MAYOR

ATTEST:

City Secretary

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR MONTCLAIR HEIGHTS
COUNTY OF ELLIS	§	

This Development Agreement for Montclair Heights ("**Agreement**") is entered into between Montclair Heights Development, LLC ("**MHDLLC**") and the City of Waxahachie, Texas ("**City**"). MHDLLC and the City are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

WHEREAS, MHDLLC is the owner of approximately 188.46 acres of real property generally located West of 2374 W Highway 287 Bypass, Parcel Number 185971, 185978, 185972, 185886 in the City of Waxahachie, Texas (the "**Property**"), for which the applicant has requested a change in the Property's Future Development and General Retail zoning to a ("**PD**") Mixed-Use Residential zoning, revising specific development standards. The Property is currently zoned Future Development and General Retail by the City, and is anticipated to have the PD reviewed on January 18, 2022.

WHEREAS, the planned use of the Property is to create a Planned Development to allow for the use of a mixed-use (single family homes, cottage style homes, retail/office, and park/open space) development. 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 MHDLLC with agreed-upon and negotiated standards consistent with their business objectives.

WHEREAS, as is reflected by the public records of the City, significant discussions and negotiations between representatives of MHDLLC 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 "**Montclair Heights PD Ordinance**"), a copy of which is attached hereto as **Exhibit M** and which contains the negotiated zoning and development standards for Montclair Heights.

WHEREAS, this Agreement seeks to incorporate the negotiated and agreed upon zoning and development standards contained in the Montclair Heights PD Ordinance as contractually-binding obligations between the City of Waxahachie and MHDLLC, and to recognize MHDLLC's reasonable investment-backed expectations in the Montclair Heights PD Ordinance and the planned development of Montclair Heights.

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 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 \$25,930,698 (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, 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.

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.

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 collector road identified 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.

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).

PID means 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.

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

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 4

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 Montclair Heights 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 development shall conform as approved by the City Council under case number ZDC-188-2021.
- (C) All materials, location of materials, and percentage of materials for the building shall be consistent as prescribed in the Planned Development Regulations and Concept Elevation(s) Plan.
- (D) All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
- (E) The property shall be platted prior to any construction development on the site.
- (F) 62.5% of the residential development shall consist of five (5) distinct architectural styles. The architectural styles and percentage breakdown shall reflect as:

Architectural Style	Percentage	Minimum Homes
Contemporary	12%	46
Craftsman	12%	46
Mediterranean	12%	46
Modern Farmhouse	12%	46
Tudor	12%	46

The remaining 37.5% of the residential development shall be determined by the market.

- (G) No single building elevation shall be duplicated within six (6) lots or tracts either direction on the same block face.
- (H) Elevations may not be duplicated on any lot directly across a street or within four (4) lots either direction.
- (I) A minimum of five (5) floor plans shall be used for each Architectural Style.
- (J) To alleviate vehicular congestion on U.S. Highway 287, the developer (MHDLLC) will coordinate with the City of Waxahachie and TxDOT for the design and installation of a traffic signal at southern entrance to Montclair Heights. The traffic signal will be fully funded by the developer (MHDLLC). Further, to enhance ingress/egress, developer will cooperate fully with the adjacent property owner, as needed, to the east to connect the proposed thoroughfare and provide enhanced access to F.M. 664/Ovilla Road.

(K) Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, Development Agreement, Planned Development Regulations, or Staff Report shall conform to those requirements and/or standards prescribed in Exhibits I – Planned Development Regulations, Exhibit J – Concept Plan, Exhibit K – Concept Elevations, and Exhibit L – Staff Report. Where regulations are not specified in Exhibits I, J, K, L, in this ordinance, Planned Development Regulations, or Development Agreement, the regulations of Single Family-3 (residential) zoning and General Retail (retail/office) of the City of Waxahachie Zoning Ordinance shall apply to this development.

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

(M) 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 MHDLLC's agreement in this regard, the City of Waxahachie agrees that MHDLLC has reasonable investment-backed expectations in the MHDLLC PD Ordinance, and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in the Montclair Heights PD Ordinance without impacting MHDLLC's reasonable investment-backed expectations.

SECTION 5

PUBLIC IMPROVEMENT DISTRICTS

5.1 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.

5.2 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 6 **PID BONDS**

6.1 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 and (ii) the City shall have reviewed and approved the Home Buyer Disclosure Program and the Landowner Agreement. Subsequent issuance of any series of PID Bonds is further subject to all of the following conditions:

(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 within the prior written consent of the City Council.

(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.

(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 \$0.3500 per \$100.00 taxable assessed valuation.

(v) Unless otherwise agreed to by the City, the minimum value to lien ratio for PID Bonds, solely taking into account the portion of the Assessments related to the par amount of

such PID Bonds, shall be 2:1, and any receivables due under any PID Reimbursement Agreement may be sold or assigned by the Developer.

(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.

6.2 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 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.

6.3 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 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 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.

6.4 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 7

AUTHORIZED IMPROVEMENTS

7.1 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.

7.2 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 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

(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.

7.7 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.

7.8 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 maintained by the HOA.

7.9 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 8
PAYMENT AND REIMBURSEMENT OF AUTHORIZED IMPROVEMENTS

8.1 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 shall be deposited and disbursed in accordance with the terms of the Indenture.

(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.

8.2 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, and Oversized Public Infrastructure required in connection with the Development pursuant to the Traffic Impact Analysis (as hereinafter defined). Developer may also apply Impact Fee Credits earned in a prior phase of the Project to the Impact Fees otherwise due from subsequent 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.

(e) Traffic Signal. The City and the Developer acknowledge that the Traffic Impact Analysis prepared by Traffic Impact Group, LLC dated December 8, 2020 (the “Traffic Impact Analysis”), recommends that a traffic signal be constructed at the intersection of WB Frontage Road and the Collector Road (referred to in the Traffic Impact Analysis as “Thoroughfare D”) (the “Traffic Signal”) when anticipated traffic volumes meet warrants. If the projected traffic volumes from the Development justify the installation of the Traffic Signal and the City requires the Traffic Signal be constructed as a condition of furtherance of the Development, Developer agrees to construct such Traffic Signal within Phase #1 of the Development with the costs of such Traffic Signal being borne solely by the Developer.

8.3 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
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 9 **ADDITIONAL OBLIGATIONS AND AGREEMENTS**

9.1 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.

9.2 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. 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.

9.3 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.

9.4 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 pursuant to ZDC-188-2021 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 (i) 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 and (ii) fail to form the PID within 75 days of submission of a petition for creation thereof, 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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 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.

9.11 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.

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

9.13 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.

9.14 [Reserved].

9.15 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

9.16 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 10

EVENTS OF DEFAULT; REMEDIES

10.1 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.

10.2 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 11 **ASSIGNMENT; ENCUMBRANCE**

11.1 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, Perry Homes, and First Texas Homes (the "Contract Parties"), an unrelated entity, for the sale of portions of the Property (each portion, the "Contract Property"), and the Developer expects that, if such sale is consummated, the applicable Contract Party will be assigned the obligations to construct of 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.

11.2 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.

11.3 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.

11.4 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 authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 12 **RECORDATION AND ESTOPPEL CERTIFICATES**

12.1 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.

12.2 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 13 **GENERAL PROVISIONS**

13.1 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.

13.2 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.

13.3 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;

(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.

13.4 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.

13.5 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 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.

13.6 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.11 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 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.

13.12 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.

13.13 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.

13.14 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.

13.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes

SECTION 14
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 MHDLLC 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.

M. **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

N. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

O. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

P. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that

Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

- Q. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- R. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

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}**

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

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, 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: _____

: Montclair Heights Development, LLC (Developer), a Texas limited liability company

By: _____
Terrance Jobe, President

Date: _____

: Carolyn Haman (Owner)

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, personally appeared _____, representative of Montclair Heights Development, 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: _____

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 Eastright-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;

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;

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.

Depiction of the Property

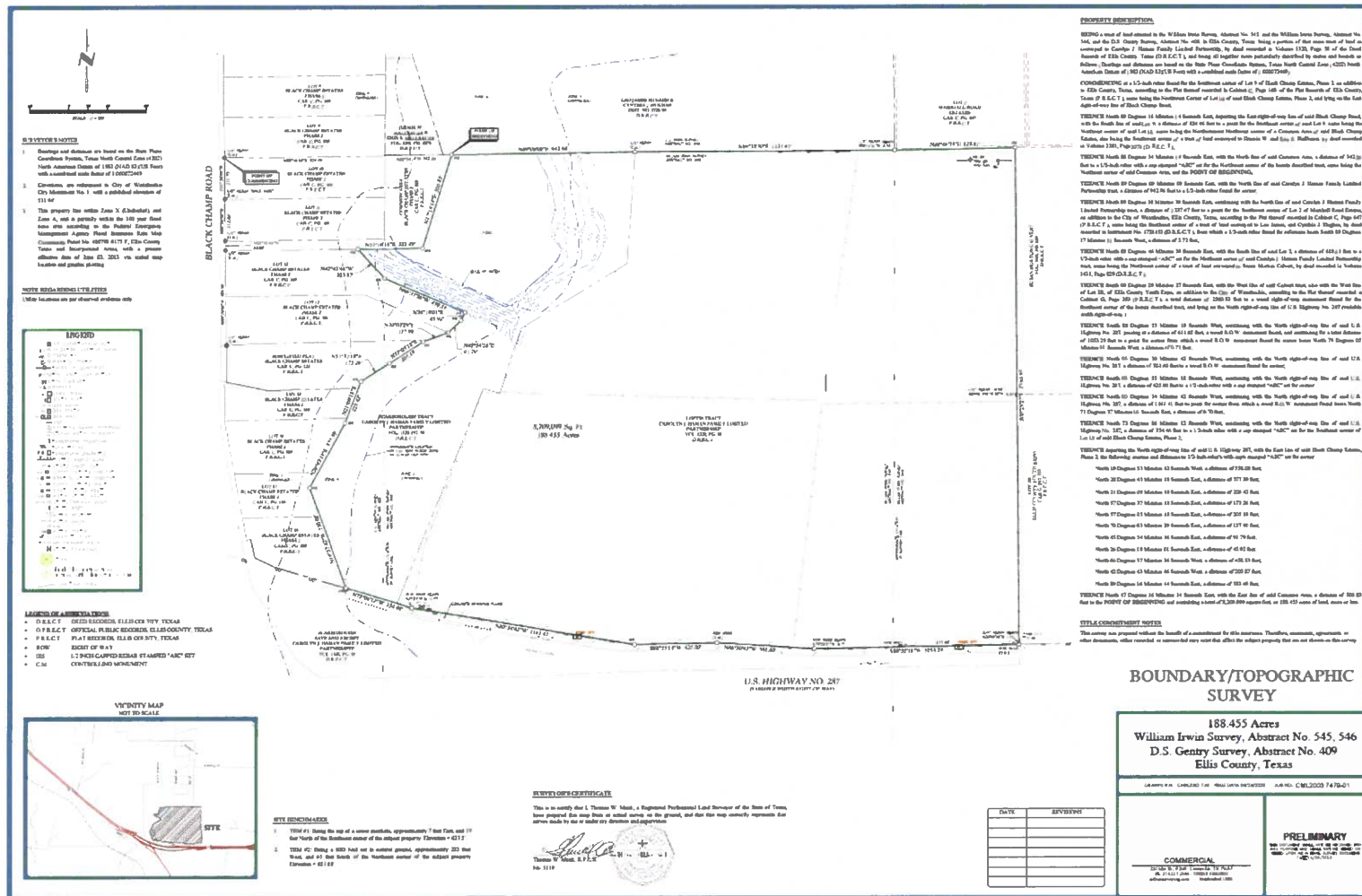


Exhibit C
Concept Plan

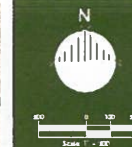
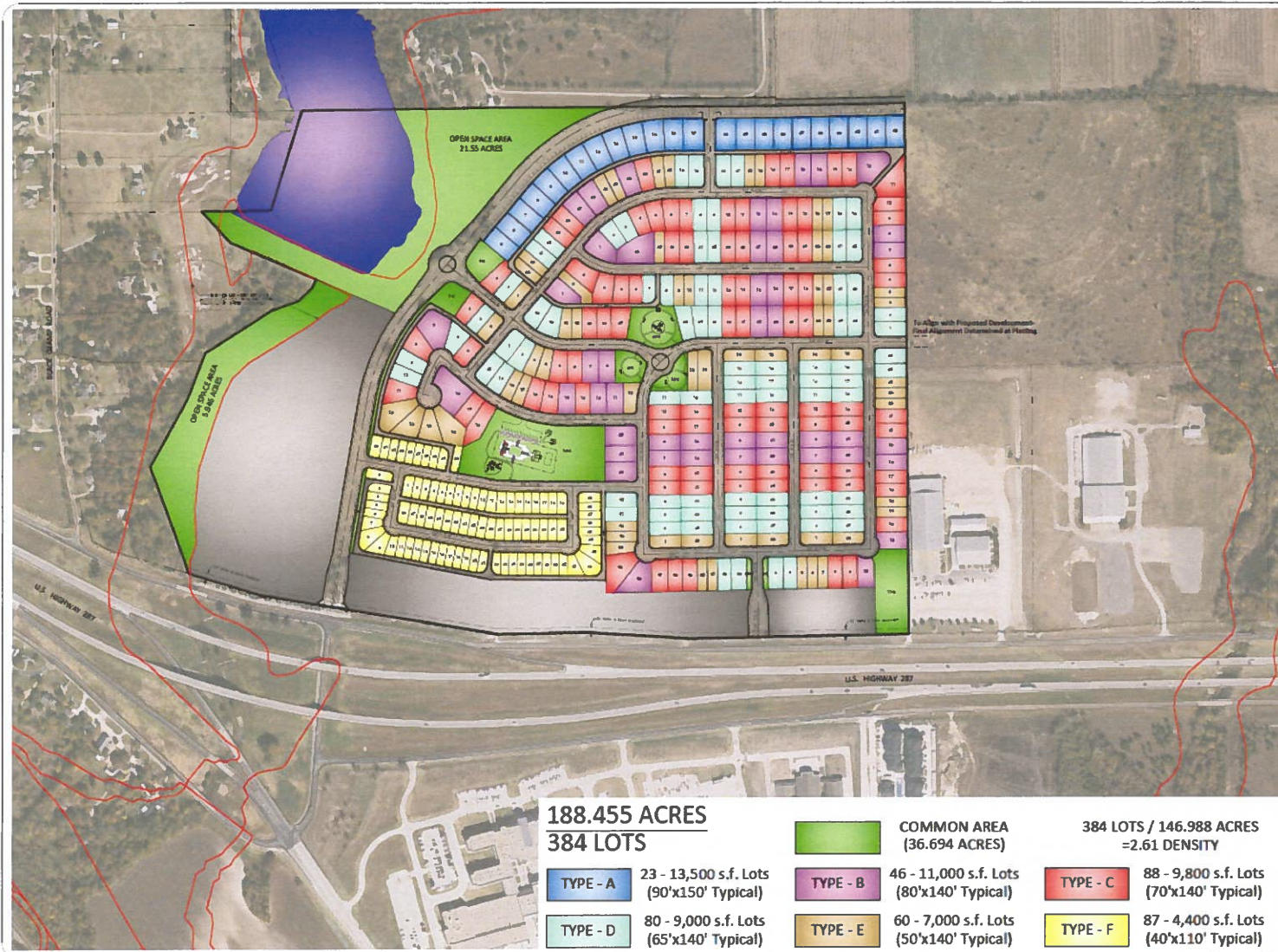


EXHIBIT - 'A'
CONCEPT PLAN
MONTCLAIR HEIGHTS
CITY OF WAXAHACHIE, TEXAS



NOVEMBER 30, 2021
SHEET NO. 1 OF 1
PROJECT #08120

Exhibit D

Authorized Improvements



Development



CIVIL ENGINEERING / PROJECT MANAGEMENT/
CONSTRUCTION SERVICES
FIRM REGISTRATION #F-001145
301 WINDO CIRCLE, WYLE, TX 75095
972.941.8400 WWW.ECDL.P.COM FAX: 972.941.8401

PID Cost Summary

Preliminary Opinion of Probable Construction Costs
Montclair Heights - Public Improvement District
Exhibit 'B'

Tuesday, November 30, 2021

Division	Public			Private	Public+Private
	Direct	Master	Public Total		Total
Grading	\$1,356,863	\$135,375	\$1,492,238	\$1,536,000	\$3,028,238
Erosion Control	\$306,700	\$44,670	\$351,370		\$351,370
Sanitary Sewer	\$1,027,660	\$333,150	\$1,360,810	\$462,000	\$1,822,810
Offsite Sanitary Sewer (Oversized)		\$1,861,900	\$1,861,900		\$1,861,900
Water	\$251,750	\$1,020,500	\$1,272,250	\$19,000	\$1,291,250
Drainage	\$1,927,000	\$903,943	\$2,830,943		\$2,830,943
Paving	\$4,171,112	\$1,897,651	\$6,068,763		\$6,068,763
Retaining Walls				\$384,000	\$384,000
Landscaping (Open Spaces)	\$700,000	\$1,000,000	\$1,700,000		\$1,700,000
Sub Total	\$9,741,085	\$7,197,189	\$16,938,273	\$2,401,000	\$19,339,273
Soft Costs	\$1,619,334	\$2,274,833	\$3,894,167	\$801,730	\$4,695,897
Contingency	\$974,108	\$719,719	\$1,693,827	\$201,700	\$1,895,527
Grand Totals	\$12,334,527	\$10,191,741	\$22,526,268	\$3,404,430	\$25,930,698

Note: Engineering Concepts & Design (ECD) cannot guarantee that quantities, proposals , bids, or actual costs will not vary from this opinion of probable costs. ECD will NOT be responsible for any cost overruns and/or funding shortages.

Note: This Engineer's Opinion of Probable Costs does not include any Sardis Lone Elm Construction/Costs

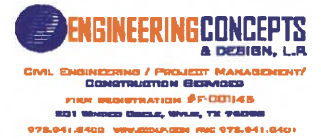
Project: Montclair Heights PID - Direct Public Infrastructure
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Grading					
	Tree Removal & Disposal	1	LS	\$15,000	\$15,000
	Site Clearing & Grubbing	137.01	AC	\$1,250	\$171,263
	Rough Grading (ROW + 280') @ 1.5' Depth	331,600	CY	\$3.50	\$1,160,600
	Grade to Drain	1,000	LF	\$10.00	\$10,000
	Lot Fine Grading (Pads & Swales)		Lot	\$500	
	Moisture Conditioning/Chemical Injection		Lot	\$3,500	
\$3,533	Total Grading Cost per Lot			Total Grading	\$1,356,863
Erosion Control					
	SWPPP / Permit / NOI / Project Sign	1	LS	\$4,500	\$4,500
	SWPPP Inspection	80	WK	\$75	\$6,000
	Construction Entrance	1	EA	\$2,500	\$2,500
	Seeding of disturbed areas	121.76	AC	\$500	\$60,880
	Erosion Matting	190,400	SF	\$0.80	\$152,320
	Rock Berms	14	EA	\$1,500	\$21,000
	Silt Fence	47,600	LF	\$1.25	\$59,500
\$799	Total Erosion Control Cost per Lot			Total Erosion Control	\$306,700
Paving					
	6" x 4000psi x 31' B-B (Residential Streets)	62,320	SY	\$45	\$2,804,400
	6" x 4000psi x 12' E-E (Alleys)	10,310	SY	\$45	\$463,950
	8" x 4000psi x 60' B-B (Throughfare Type 'D')		SY	\$55	
	5" x 3000psi x ' B-B (Parking)		SY	\$40	
	6" Lime treated subgrade	11,080	SY	\$4.50	\$49,860
	8" Lime treated subgrade	66,990	SY	\$5.50	\$368,445
	Lime (@ 36LBS/SY)	1,405	TON	\$180	\$252,947
	Construction Traffic Control	2	EA	\$10,000	\$20,000
	Barrier Free Ramps	53	EA	\$1,000	\$53,000
	5' Sidewalk (C.A.'s)/8' Trail (Along Throughfare	10,780	SF	\$4.50	\$48,510
	Roundabout (Stamped Concrete, Striping, etc.)	1	LS	\$100,000	\$100,000
	Connections	2	LS	\$5,000	\$10,000
\$10,862	Total Paving Cost per Lot			Total Paving	\$4,171,112
Landscaping (Open Spaces)					
	Roundabout #1 & Collector Road		LS	\$200,000	
	Roundabout #2 & Collector Road	1	LS	\$400,000	\$400,000
	Screening Wall & Entry Feature		LS	\$450,000	
	Landscaping/Trails for Park @ Amenity Center	1	LS	\$300,000	\$300,000
	Dog Park & Fencing		LS	\$300,000	
	Remainder of Screening Wall & Landscaping Collector		LS	\$350,000	
\$1,823	Total Cost per Lot			Total	\$700,000



Development



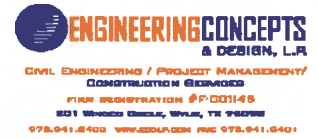
Project: Montclair Heights PID - Direct Public Infrastructure
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Water					
	8" PVC	3,410	LF	\$50	\$170,500
	12" PVC		LF	\$60	
	Valves (3 per T Intersection, & 4 per X Intersection)	8	EA	\$2,500	\$20,000
	Fittings, connections, testing	2.3	LS	\$7,500	\$17,250
	Services (Includes Irrigation)		Lot	\$1,000	
	Bore/Encase 14" Steel		Lot	\$250	
	Bore/Encase 18" Steel		Lot	\$300	
	Fire Hydrants	8	LS	\$5,500	\$44,000
\$656	Total Water Cost per Lot			Total Water	\$251,750
Sanitary Sewer					
	8" SDR 35 PVC	19,004	LF	\$40	\$760,160
	10" SDR 35 PVC		LF	\$45	
	4' Manholes	45	EA	\$5,500	\$247,500
	Services		Lot	\$1,200	
	Connect to existing Sanitary Sewer	4	LS	\$5,000	\$20,000
\$2,676	Total Sanitary Sewer Cost per Lot			Total Sanitary Sewer	\$1,027,660
Offsite Sanitary Sewer (Oversized)					
	10" SDR 35 PVC		LF	\$50	
	24" SDR 35 PVC		LF	\$150	
	27" SDR 35 PVC		LF	\$175	
	5' Manholes		EA	\$7,500	
	Bore/Encase 32" Steel		LF	\$500	
	Connect to existing Sanitary Sewer		LS	\$5,000	
	Total Offsite Sanitary Sewer (Oversized) Cost per Lot			Total Offsite Sanitary Sewer (Oversized)	
Offsite Sanitary Sewer (No Oversize)					
	10" SDR 35 PVC		LF	\$50	
	12" SDR 35 PVC		LF	\$55	
	12" SDR 35 PVC		LF	\$55	
	4' Manholes		EA	\$5,500	
	Bore/Encase 18" Steel		LF	\$300	
	Connect to existing Sanitary Sewer		LS	\$5,000	
	Total Offsite Sanitary Sewer (No Oversize) Cost per Lot			Total Offsite Sanitary Sewer (No Oversize)	



Development



Project: Montclair Heights PID - Direct Public Infrastructure

Lots: 384

Project #: 08120

Acres: 188.455

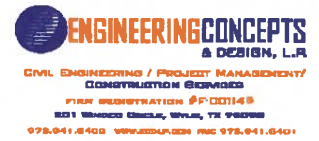
Date: 30-Nov-2021

Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Drainage					
	Storm Allowance	45%	LS	\$4,171,112	\$1,877,000
	Detention Pond Structure	1	LS	\$50,000	\$50,000
\$5,018	Total Drainage Cost per Lot			Total Drainage	\$1,927,000
\$25,367	CONSTRUCTION HARD COST TOTAL				\$9,741,085
Miscellaneous					
	Geotechnical Report (Prelim Only)	0.5	LS	\$30,000	\$15,000
	Waters of the US Determination	1	LS	\$3,500	\$3,500
	Environmental Site Assessment	1	LS	\$2,500	\$2,500
	Traffic Impact Analysis		LS	\$12,500	
	Existing Topo of Project Site	0.5	LS	\$20,000	\$10,000
	Engineering/Surveying	6%	LS	\$9,741,085	\$584,465
	Flood Study & LOMR	1	LS	\$25,000	\$25,000
	TxDOT Permit		LS	\$45,000	
	Material Testing	4%	LS	\$9,741,085	\$389,643
	City Inspection Fees	3%	LS	\$7,377,522	\$221,326
	ECD Construction Phase Services		Lot	\$500	
	Construction Staking	384	Lot	\$350	\$134,400
	As-Built Plans	1	LS	\$3,000	\$3,000
	Retaining Walls		Lot	\$1,000	
	Landscape/Screening/Planting		LF	\$150	
	Entry Feature	2	LS	\$80,000	\$160,000
	Street Lights	47	EA	\$1,500	\$70,500
	Turning Lanes per (Traffic Impact Group TIA)		LS	\$200,000	
	Traffic Signal (Throughfare & US 287 Access Rd)		LS	\$400,000	
	City Park Impact Fees		Lot		
	City Throughfare Impact Fees		Lot		
	Cluster Box Unit Mailboxes (CBU)		Lot	\$175	
	Easement Acquisition		EA	\$5,000	
	Franchise Utility Install		Lot	\$1,250	
	Contingency	10%	LS	\$9,741,085	\$974,108
\$6,754	Total Miscellaneous Cost per Lot			Total Miscellaneous	\$2,593,443
This Engineer's Opinion of Probable Costs does not include any Sardis Lone Elm Construction/Costs					
Due to the extreme market volatility that we are presently experiencing from a lack of cement production and resin shortages it is likely that market prices will be 10%-30% higher than shown in this estimate if construction occurs in 2022. ECD will NOT be responsible for any cost overruns and/or funding shortages.					
TOTAL COST OF CONSTRUCTION BY THIS ESTIMATE					\$12,334,527
TOTAL COST PER LOT OF CONSTRUCTION BY THIS ESTIMATE					\$32,121



Development



Project: Montclair Heights PID - Master Public Infrastructure

Project #: 08120

Date: 30-Nov-2021

Lots: 384

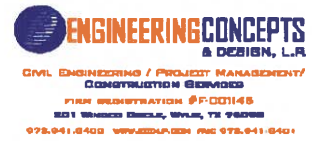
Acres: 188.455

Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Grading					
	Tree Removal & Disposal	1	LS	\$15,000	\$15,000
	Site Clearing & Grubbing	8.78	AC	\$1,250	\$10,975
	Rough Grading (ROW + 280') @ 1.5' Depth	28,400	CY	\$3.50	\$99,400
	Grade to Drain	1,000	LF	\$10.00	\$10,000
	Lot Fine Grading (Pads & Swales)		Lot	\$500	
	Moisture Conditioning/Chemical Injection		Lot	\$3,500	
\$353	Total Grading Cost per Lot			Total Grading	\$135,375
Erosion Control					
	SWPPP / Permit / NOI / Project Sign		LS	\$4,500	
	SWPPP Inspection	80	WK	\$75	\$6,000
	Construction Entrance		EA	\$2,500	
	Seeding of disturbed areas	2.54	AC	\$500	\$1,270
	Erosion Matting	25,500	SF	\$0.80	\$20,400
	Rock Berms	6	EA	\$1,500	\$9,000
	Silt Fence	6,400	LF	\$1.25	\$8,000
\$116	Total Erosion Control Cost per Lot			Total Erosion Control	\$44,670
Paving					
	6" x 4000psi x 31' B-B (Residential Streets)	100	SY	\$45	\$4,500
	6" x 4000psi x 12' E-E (Alleys)		SY	\$45	
	8" x 4000psi x 60' B-B (Throughfare Type 'D')	21,200	SY	\$55	\$1,166,000
	5" x 3000psi x ' B-B (Parking)	3,270	SY	\$40	\$130,800
	6" Lime treated subgrade	3,520	SY	\$4.50	\$15,840
	8" Lime treated subgrade	22,900	SY	\$5.50	\$125,950
	Lime (@ 36LBS/SY)	476	TON	\$180	\$85,601
	Construction Traffic Control	2	EA	\$10,000	\$20,000
	Barrier Free Ramps	10	EA	\$1,000	\$10,000
	5' Sidewalk (C.A.'s)/8' Trail (Along Throughfare	50,880	SF	\$4.50	\$228,960
	Roundabout (Stamped Concrete, Striping, etc.)	1	LS	\$100,000	\$100,000
	Connections	2	LS	\$5,000	\$10,000
\$4,942	Total Paving Cost per Lot			Total Paving	\$1,897,651
Landscaping (Open Spaces)					
	Roundabout #1 & Collector Road	1	LS	\$200,000	\$200,000
	Roundabout #2 & Collector Road		LS	\$400,000	
	Screening Wall & Entry Feature	1	LS	\$450,000	\$450,000
	Landscaping/Trails for Park @ Amenity Center		LS	\$300,000	
	Dog Park & Fencing		LS	\$300,000	
	Remainder of Screening Wall & Landscaping Collector	1	LS	\$350,000	\$350,000
\$2,604	Total Cost per Lot			Total	\$1,000,000



Development



Project: Montclair Heights PID - Master Public Infrastructure

Project #: 08120

Date: 30-Nov-2021

Lots: 384

Acres: 188.455

Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Water					
	8" PVC	4,850	LF	\$50	\$242,500
	12" PVC	4,600	LF	\$60	\$276,000
	Valves (3 per T Intersection, & 4 per X Intersection)	25	EA	\$2,500	\$62,500
	Fittings, connections, testing	9.4	LS	\$7,500	\$70,500
	Services (Includes Irrigation)		Lot	\$1,000	
	Bore/Encase 14" Steel	250	Lot	\$250	\$62,500
	Bore/Encase 18" Steel	600	Lot	\$300	\$180,000
	Fire Hydrants	23	LS	\$5,500	\$126,500
\$2,658	Total Water Cost per Lot			Total Water	\$1,020,500
Sanitary Sewer					
	8" SDR 35 PVC	2,360	LF	\$40	\$94,400
	10" SDR 35 PVC	3,250	LF	\$45	\$146,250
	4' Manholes	15	EA	\$5,500	\$82,500
	Services		Lot	\$1,200	
	Connect to existing Sanitary Sewer	2	LS	\$5,000	\$10,000
\$868	Total Sanitary Sewer Cost per Lot			Total Sanitary Sewer	\$333,150
Offsite Sanitary Sewer (Oversized)					
	10" SDR 35 PVC	688	LF	\$50	\$34,400
	24" SDR 35 PVC	3,000	LF	\$150	\$450,000
	27" SDR 35 PVC	3,500	LF	\$175	\$612,500
	5' Manholes	18	EA	\$7,500	\$135,000
	Bore/Encase 32" Steel	1,250	LF	\$500	\$625,000
	Connect to existing Sanitary Sewer	1	LS	\$5,000	\$5,000
\$4,849	Total Offsite Sanitary Sewer (Oversized) Cost per Lot			Total Offsite Sanitary Sewer (Oversized)	\$1,861,900
Offsite Sanitary Sewer (No Oversize)					
	10" SDR 35 PVC	688	LF	\$50	\$34,400
	12" SDR 35 PVC	3,000	LF	\$55	\$165,000
	12" SDR 35 PVC	3,500	LF	\$55	\$192,500
	4' Manholes	18	EA	\$5,500	\$99,000
	Bore/Encase 18" Steel	1,250	LF	\$300	\$375,000
	Connect to existing Sanitary Sewer	1	LS	\$5,000	\$5,000
\$2,268	Total Offsite Sanitary Sewer (No Oversize) Cost per Lot			Total Offsite Sanitary Sewer (No Oversize)	\$870,900

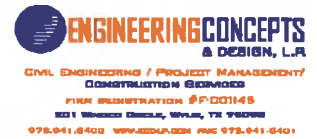
Project: Montclair Heights PID - Master Public Infrastructure
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Drainage					
	Storm Allowance	45%	LS	\$1,897,651	\$853,943
	Detention Pond Structure	1	LS	\$50,000	\$50,000
\$2,354	Total Drainage Cost per Lot			Total Drainage	\$903,943
\$18,743	CONSTRUCTION HARD COST TOTAL				\$7,197,189
Miscellaneous					
	Geotechnical Report (Prelim Only)	0.5	LS	\$30,000	\$15,000
	Waters of the US Determination		LS	\$3,500	
	Environmental Site Assessment		LS	\$2,500	
	Traffic Impact Analysis	1	LS	\$12,500	\$12,500
	Existing Topo of Project Site	0.5	LS	\$20,000	\$10,000
	Engineering/Surveying	6%	LS	\$7,197,189	\$431,831
	Flood Study & LOMR		LS	\$25,000	
	TxDOT Permit	1	LS	\$45,000	\$45,000
	Material Testing	4%	LS	\$7,197,189	\$287,888
	City Inspection Fees	3%	LS	\$6,017,144	\$180,514
	ECD Construction Phase Services		Lot	\$500	
	Construction Staking	384	Lot	\$150	\$57,600
	As-Built Plans		LS	\$3,000	
	Retaining Walls		Lot	\$1,000	
	Landscape/Screening/Planting		LF	\$150	
	Entry Feature		LS	\$80,000	
	Street Lights	23	EA	\$1,500	\$34,500
	Turning Lanes per (Traffic Impact Group TIA)	4	LS	\$200,000	\$800,000
	Traffic Signal (Throughfare & US 287 Access Rc	1	LS	\$400,000	\$400,000
	City Park Impact Fees		Lot		
	City Throughfare Impact Fees		Lot		
	Cluster Box Unit Mailboxes (CBU)		Lot	\$175	
	Easement Acquisition		EA	\$5,000	
	Franchise Utility Install		Lot	\$1,250	
	Contingency	10%	LS	\$7,197,189	\$719,719
\$7,798	Total Miscellaneous Cost per Lot			Total Miscellaneous	\$2,994,552
This Engineer's Opinion of Probable Costs does not include any Sardis Lone Elm Construction/Costs					
Due to the extreme market volatility that we are presently experiencing from a lack of cement production and resin shortages it is likely that market prices will be 10%-30% higher than shown in this estimate if construction occurs in 2022. ECD will NOT be responsible for any cost overruns and/or funding shortages.					
TOTAL COST OF CONSTRUCTION BY THIS ESTIMATE					\$10,191,741
TOTAL COST PER LOT OF CONSTRUCTION BY THIS ESTIMATE					\$26,541



Development



Project: Summary of Montclair Heights PID - Public (Direct, Master)

Project #: 08120

Date: 30-Nov-2021

Lots: 384

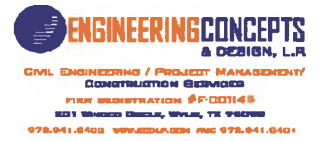
Acres: 188.455

Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Grading					
	Tree Removal & Disposal	2	LS	\$15,000	\$30,000
	Site Clearing & Grubbing	145.79	AC	\$1,250	\$182,238
	Rough Grading (ROW + 280') @ 1.5' Depth	360,000	CY	\$3.50	\$1,260,000
	Grade to Drain	2,000	LF	\$10.00	\$20,000
	Lot Fine Grading (Pads & Swales)		Lot	\$500	
	Moisture Conditioning/Chemical Injection		Lot	\$3,500	
\$3,886	Total Grading Cost per Lot			Total Grading	\$1,492,238
Erosion Control					
	SWPPP / Permit / NOI / Project Sign	1	LS	\$4,500	\$4,500
	SWPPP Inspection	160	WK	\$75	\$12,000
	Construction Entrance	1	EA	\$2,500	\$2,500
	Seeding of disturbed areas	124.30	AC	\$500	\$62,150
	Erosion Matting	215,900	SF	\$0.80	\$172,720
	Rock Berms	20	EA	\$1,500	\$30,000
	Silt Fence	54,000	LF	\$1.25	\$67,500
\$915	Total Erosion Control Cost per Lot			Total Erosion Control	\$351,370
Paving					
	6" x 4000psi x 31' B-B (Residential Streets)	62,420	SY	\$45	\$2,808,900
	6" x 4000psi x 12' E-E (Alleys)	10,310	SY	\$45	\$463,950
	8" x 4000psi x 60' B-B (Throughfare Type 'D')	21,200	SY	\$55	\$1,166,000
	5" x 3000psi x ' B-B (Parking)	3,270	SY	\$40	\$130,800
	6" Lime treated subgrade	14,600	SY	\$4.50	\$65,700
	8" Lime treated subgrade	89,890	SY	\$5.50	\$494,395
	Lime (@ 36LBS/SY)	1,881	TON	\$180	\$338,548
	Construction Traffic Control	4	EA	\$10,000	\$40,000
	Barrier Free Ramps	63	EA	\$1,000	\$63,000
	5' Sidewalk (C.A.'s)/8' Trail (Along Throughfare	61,660	SF	\$4.50	\$277,470
	Roundabout (Stamped Concrete, Striping, etc.)	2	LS	\$100,000	\$200,000
	Connections	4	LS	\$5,000	\$20,000
\$15,804	Total Paving Cost per Lot			Total Paving	\$6,068,763
Landscaping (Open Spaces)					
	Roundabout #1 & Collector Road	1	LS	\$200,000	\$200,000
	Roundabout #2 & Collector Road	1	LS	\$400,000	\$400,000
	Screening Wall & Entry Feature	1	LS	\$450,000	\$450,000
	Landscaping/Trails for Park @ Amenity Center	1	LS	\$300,000	\$300,000
	Dog Park & Fencing		LS	\$300,000	
	Remainder of Screening Wall & Landscaping Collector	1	LS	\$350,000	\$350,000
\$4,427	Total Cost per Lot			Total	\$1,700,000



Development



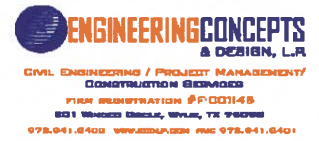
Project: Summary of Montclair Heights PID - Public (Direct, Master)
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Water					
	8" PVC	8,260	LF	\$50	\$413,000
	12" PVC	4,600	LF	\$60	\$276,000
	Valves (3 per T Intersection, & 4 per X Intersection)	33	EA	\$2,500	\$82,500
	Fittings, connections, testing	11.7	LS	\$7,500	\$87,750
	Services (Includes Irrigation)		Lot	\$1,000	
	Bore/Encase 14" Steel	250	Lot	\$250	\$62,500
	Bore/Encase 18" Steel	600	Lot	\$300	\$180,000
	Fire Hydrants	31	LS	\$5,500	\$170,500
\$3,313	Total Water Cost per Lot			Total Water	\$1,272,250
Sanitary Sewer					
	8" SDR 35 PVC	21,364	LF	\$40	\$854,560
	10" SDR 35 PVC	3,250	LF	\$45	\$146,250
	4' Manholes	60	EA	\$5,500	\$330,000
	Services		Lot	\$1,200	
	Connect to existing Sanitary Sewer	6	LS	\$5,000	\$30,000
\$3,544	Total Sanitary Sewer Cost per Lot			Total Sanitary Sewer	\$1,360,810
Offsite Sanitary Sewer (Oversized)					
	10" SDR 35 PVC	688	LF	\$50	\$34,400
	24" SDR 35 PVC	3,000	LF	\$150	\$450,000
	27" SDR 35 PVC	3,500	LF	\$175	\$612,500
	5' Manholes	18	EA	\$7,500	\$135,000
	Bore/Encase 32" Steel	1,250	LF	\$500	\$625,000
	Connect to existing Sanitary Sewer	1	LS	\$5,000	\$5,000
\$4,849	Total Offsite Sanitary Sewer (Oversized) Cost per Lot			Total Offsite Sanitary Sewer (Oversized)	\$1,861,900
Offsite Sanitary Sewer (No Oversize)					
	10" SDR 35 PVC	688	LF	\$50	\$34,400
	12" SDR 35 PVC	3,000	LF	\$55	\$165,000
	12" SDR 35 PVC	3,500	LF	\$55	\$192,500
	4' Manholes	18	EA	\$5,500	\$99,000
	Bore/Encase 18" Steel	1,250	LF	\$300	\$375,000
	Connect to existing Sanitary Sewer	1	LS	\$5,000	\$5,000
\$2,268	Total Offsite Sanitary Sewer (No Oversize) Cost per Lot			Total Offsite Sanitary Sewer (No Oversize)	\$870,900



Development



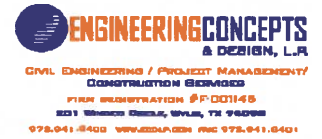
Project: Summary of Montclair Heights PID - Public (Direct, Master)
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Drainage					
	Storm Allowance	45%	LS	\$6,068,763	\$2,730,943
	Detention Pond Structure	2	LS	\$50,000	\$100,000
\$7,372	Total Drainage Cost per Lot			Total Drainage	\$2,830,943
\$44,110	CONSTRUCTION HARD COST TOTAL				\$16,938,273
Miscellaneous					
	Geotechnical Report (Prelim Only)	1	LS	\$30,000	\$30,000
	Waters of the US Determination	1	LS	\$3,500	\$3,500
	Environmental Site Assessment	1	LS	\$2,500	\$2,500
	Traffic Impact Analysis	1	LS	\$12,500	\$12,500
	Existing Topo of Project Site	1	LS	\$20,000	\$20,000
	Engineering/Surveying	6%	LS	\$16,938,273	\$1,016,296
	Flood Study & LOMR	1	LS	\$25,000	\$25,000
	TxDOT Permit	1	LS	\$45,000	\$45,000
	Material Testing	4%	LS	\$16,938,273	\$677,531
	City Inspection Fees	3%	LS	\$13,394,666	\$401,840
	ECD Construction Phase Services		Lot	\$500	
	Construction Staking	384	Lot	\$500	\$192,000
	As-Built Plans	1	LS	\$3,000	\$3,000
	Retaining Walls		Lot	\$1,000	
	Landscape/Screening/Planting		LF	\$150	
	Entry Feature	2	LS	\$80,000	\$160,000
	Street Lights	70	EA	\$1,500	\$105,000
	Turning Lanes per (Traffic Impact Group TIA)	4	LS	\$200,000	\$800,000
	Traffic Signal (Throughfare & US 287 Access Rc	1	LS	\$400,000	\$400,000
	City Park Impact Fees		Lot		
	City Throughfare Impact Fees		Lot		
	Cluster Box Unit Mailboxes (CBU)		Lot	\$175	
	Easement Acquisition		EA	\$5,000	
	Franchise Utility Install		Lot	\$1,250	
	Contingency	10%	LS	\$16,938,273	\$1,693,827
\$14,552	Total Miscellaneous Cost per Lot			Total Miscellaneous	\$5,587,995
This Engineer's Opinion of Probable Costs does not include any Sardis Lone Elm Construction/Costs					
Due to the extreme market volatility that we are presently experiencing from a lack of cement production and resin shortages it is likely that market prices will be 10%-30% higher than shown in this estimate if construction occurs in 2022. ECD will NOT be resposible for any cost overruns and/or funding shortages.					
TOTAL COST OF CONSTRUCTION BY THIS ESTIMATE					\$22,526,268
TOTAL COST PER LOT OF CONSTRUCTION BY THIS ESTIMATE					\$58,662



Development



Project: Montclair Heights PID - Private Infrastructure
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Grading					
	Lot Fine Grading (Pads & Swales)	384	Lot	\$500	\$192,000
	Moisture Conditioning/Chemical Injection	384	Lot	\$3,500	\$1,344,000
\$4,000	Total Grading Cost per Lot			Total Grading	\$1,536,000
Water					
	Services (Includes Irrigation)	19	Lot	\$1,000	\$19,000
\$49	Total Water Cost per Lot			Total Water	\$19,000
Sanitary Sewer					
	Services	385	Lot	\$1,200	\$462,000
\$1,203	Total Sanitary Sewer Cost per Lot			Total Sanitary Sewer	\$462,000
\$5,253	CONSTRUCTION HARD COST TOTAL				\$2,017,000
Miscellaneous					
	Engineering/Surveying	6%	LS	\$2,017,000	\$121,020
	Material Testing	4%	LS	\$2,017,000	\$80,680
	City Inspection Fees	3%	LS	\$481,000	\$14,430
	Construction Staking	384	Lot	\$100	\$38,400
	Retaining Walls	384	Lot	\$1,000	\$384,000
	City Park Impact Fees	384	Lot		
	City Throughfare Impact Fees	384	Lot		
	Cluster Box Unit Mailboxes (CBU)	384	Lot	\$175	\$67,200
	Easement Acquisition		EA	\$5,000	
	Franchise Utility Install	384	Lot	\$1,250	\$480,000
	Contingency	10%	LS	\$2,017,000	\$201,700
\$3,613	Total Miscellaneous Cost per Lot			Total Miscellaneous	\$1,387,430
This Engineer's Opinion of Probable Costs does not include any Sardis Lone Elm Construction/Costs					
Due to the extreme market volatility that we are presently experiencing from a lack of cement production and resin shortages it is likely that market prices will be 10%-30% higher than shown in this estimate if construction occurs in 2022. ECD will NOT be responsible for any cost overruns and/or funding shortages.					
TOTAL COST OF CONSTRUCTION BY THIS ESTIMATE					\$3,404,430
TOTAL COST PER LOT OF CONSTRUCTION BY THIS ESTIMATE					\$8,866



Development



Project: Summary of Montclair Heights PID - Public, Private
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Grading					
	Tree Removal & Disposal	2	LS	\$15,000	\$30,000
	Site Clearing & Grubbing	145.79	AC	\$1,250	\$182,238
	Rough Grading (ROW + 280') @ 1.5' Depth	360,000	CY	\$3.50	\$1,260,000
	Grade to Drain	2,000	LF	\$10.00	\$20,000
	Lot Fine Grading (Pads & Swales)	384	Lot	\$500	\$192,000
	Moisture Conditioning/Chemical Injection	384	Lot	\$3,500	\$1,344,000
\$7,886	Total Grading Cost per Lot			Total Grading	\$3,028,238
Erosion Control					
	SWPPP / Permit / NOI / Project Sign	1	LS	\$4,500	\$4,500
	SWPPP Inspection	160	WK	\$75	\$12,000
	Construction Entrance	1	EA	\$2,500	\$2,500
	Seeding of disturbed areas	124.30	AC	\$500	\$62,150
	Erosion Matting	215,900	SF	\$0.80	\$172,720
	Rock Berms	20	EA	\$1,500	\$30,000
	Silt Fence	54,000	LF	\$1.25	\$67,500
\$915	Total Erosion Control Cost per Lot			Total Erosion Control	\$351,370
Paving					
	6" x 4000psi x 31' B-B (Residential Streets)	62,420	SY	\$45	\$2,808,900
	6" x 4000psi x 12' E-E (Alleys)	10,310	SY	\$45	\$463,950
	8" x 4000psi x 60' B-B (Throughfare Type 'D')	21,200	SY	\$55	\$1,166,000
	5" x 3000psi x ' B-B (Parking)	3,270	SY	\$40	\$130,800
	6" Lime treated subgrade	14,600	SY	\$4.50	\$65,700
	8" Lime treated subgrade	89,890	SY	\$5.50	\$494,395
	Lime (@ 36LBS/SY)	1,881	TON	\$180	\$338,548
	Construction Traffic Control	4	EA	\$10,000	\$40,000
	Barrier Free Ramps	63	EA	\$1,000	\$63,000
	5' Sidewalk (C.A.'s)/8' Trail (Along Throughfare	61,660	SF	\$4.50	\$277,470
	Roundabout (Stamped Concrete, Striping, etc.)	2	LS	\$100,000	\$200,000
	Connections	4	LS	\$5,000	\$20,000
\$15,804	Total Paving Cost per Lot			Total Paving	\$6,068,763
Landscaping (Open Spaces)					
	Roundabout #1 & Collector Road	1	LS	\$200,000	\$200,000
	Roundabout #2 & Collector Road	1	LS	\$400,000	\$400,000
	Screening Wall & Entry Feature	1	LS	\$450,000	\$450,000
	Landscaping/Trails for Park @ Amenity Center	1	LS	\$300,000	\$300,000
	Dog Park & Fencing		LS	\$300,000	
	Remainder of Screening Wall & Landscaping Collector	1	LS	\$350,000	\$350,000
\$4,427	Total Cost per Lot			Total	\$1,700,000



Development



Project: Summary of Montclair Heights PID - Public, Private
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Water					
	8" PVC	8,260	LF	\$50	\$413,000
	12" PVC	4,600	LF	\$60	\$276,000
	Valves (3 per T Intersection, & 4 per X Intersection)	33	EA	\$2,500	\$82,500
	Fittings, connections, testing	11.7	LS	\$7,500	\$87,750
	Services (Includes Irrigation)	19	Lot	\$1,000	\$19,000
	Bore/Encase 14" Steel	250	Lot	\$250	\$62,500
	Bore/Encase 18" Steel	600	Lot	\$300	\$180,000
	Fire Hydrants	31	LS	\$5,500	\$170,500
\$3,363	Total Water Cost per Lot			Total Water	\$1,291,250
Sanitary Sewer					
	8" SDR 35 PVC	21,364	LF	\$40	\$854,560
	10" SDR 35 PVC	3,250	LF	\$45	\$146,250
	4' Manholes	60	EA	\$5,500	\$330,000
	Services	385	Lot	\$1,200	\$462,000
	Connect to existing Sanitary Sewer	6	LS	\$5,000	\$30,000
\$4,747	Total Sanitary Sewer Cost per Lot			Total Sanitary Sewer	\$1,822,810
Offsite Sanitary Sewer (Oversized)					
	10" SDR 35 PVC	688	LF	\$50	\$34,400
	24" SDR 35 PVC	3,000	LF	\$150	\$450,000
	27" SDR 35 PVC	3,500	LF	\$175	\$612,500
	5' Manholes	18	EA	\$7,500	\$135,000
	Bore/Encase 32" Steel	1,250	LF	\$500	\$625,000
	Connect to existing Sanitary Sewer	1	LS	\$5,000	\$5,000
\$4,849	Total Offsite Sanitary Sewer (Oversized) Cost per Lot			Total Offsite Sanitary Sewer (Oversized)	\$1,861,900
Offsite Sanitary Sewer (No Oversize)					
	10" SDR 35 PVC	688	LF	\$50	\$34,400
	12" SDR 35 PVC	3,000	LF	\$55	\$165,000
	12" SDR 35 PVC	3,500	LF	\$55	\$192,500
	4' Manholes	18	EA	\$5,500	\$99,000
	Bore/Encase 18" Steel	1,250	LF	\$300	\$375,000
	Connect to existing Sanitary Sewer	1	LS	\$5,000	\$5,000
\$2,268	Total Offsite Sanitary Sewer (No Oversize) Cost per Lot			Total Offsite Sanitary Sewer (No Oversize)	\$870,900



Development



CIVIL ENGINEERING / PROJECT MANAGEMENT /
CONSTRUCTION SERVICES
P.L.L.C. REGISTRATION # F-000145
801 WOODS CIRCLE, WAXAHACHIE, TEXAS 75096
972.941.6400 WWW.ECDLPC.COM 972.941.6401

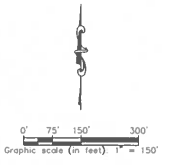
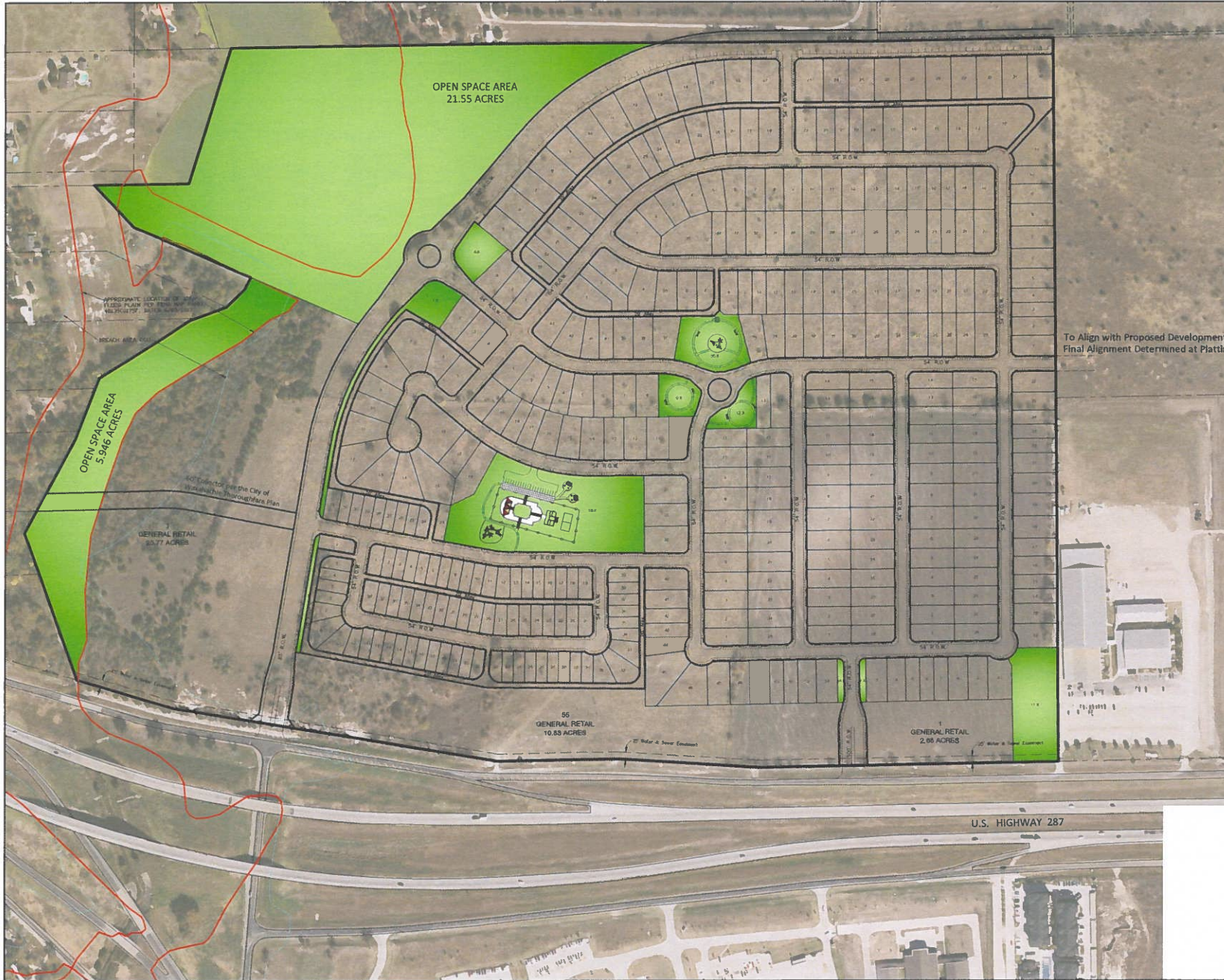
Project: Summary of Montclair Heights PID - Public, Private
Project #: 08120
Date: 30-Nov-2021

Lots: 384
Acres: 188.455
Density: 2.038

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Drainage					
	Storm Allowance	45%	LS	\$6,068,763	\$2,730,943
	Detention Pond Structure	2	LS	\$50,000	\$100,000
\$7,372	Total Drainage Cost per Lot			Total Drainage	\$2,830,943
\$49,363	CONSTRUCTION HARD COST TOTAL				\$18,955,273
Miscellaneous					
	Geotechnical Report (Prelim Only)	1	LS	\$30,000	\$30,000
	Waters of the US Determination	1	LS	\$3,500	\$3,500
	Environmental Site Assessment	1	LS	\$2,500	\$2,500
	Traffic Impact Analysis	1	LS	\$12,500	\$12,500
	Existing Topo of Project Site	1	LS	\$20,000	\$20,000
	Engineering/Surveying	6%	LS	\$18,955,273	\$1,137,316
	Flood Study & LOMR	1	LS	\$25,000	\$25,000
	TxDOT Permit	1	LS	\$45,000	\$45,000
	Material Testing	4%	LS	\$18,955,273	\$758,211
	City Inspection Fees	3%	LS	\$13,875,666	\$416,270
	ECD Construction Phase Services		Lot	\$500	
	Construction Staking	384	Lot	\$600	\$230,400
	As-Built Plans	1	LS	\$3,000	\$3,000
	Retaining Walls	384	Lot	\$1,000	\$384,000
	Landscape/Screening/Planting		LF	\$150	
	Entry Feature	2	LS	\$80,000	\$160,000
	Street Lights	70	EA	\$1,500	\$105,000
	Turning Lanes per (Traffic Impact Group TIA)	4	LS	\$200,000	\$800,000
	Traffic Signal (Throughfare & US 287 Access Rc	1	LS	\$400,000	\$400,000
	City Park Impact Fees	384	Lot		
	City Throughfare Impact Fees	384	Lot		
	Cluster Box Unit Mailboxes (CBU)	384	Lot	\$175	\$67,200
	Easement Acquisition		EA	\$5,000	
	Franchise Utility Install	384	Lot	\$1,250	\$480,000
	Contingency	10%	LS	\$18,955,273	\$1,895,527
\$18,165	Total Miscellaneous Cost per Lot			Total Miscellaneous	\$6,975,425
This Engineer's Opinion of Probable Costs does not include any Sardis Lone Elm Construction/Costs					
Due to the extreme market volatility that we are presently experiencing from a lack of cement production and resin shortages it is likely that market prices will be 10%-30% higher than shown in this estimate if construction occurs in 2022. ECD will NOT be responsible for any cost overruns and/or funding shortages.					
TOTAL COST OF CONSTRUCTION BY THIS ESTIMATE					\$25,930,698
TOTAL COST PER LOT OF CONSTRUCTION BY THIS ESTIMATE					\$67,528

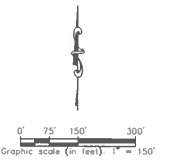
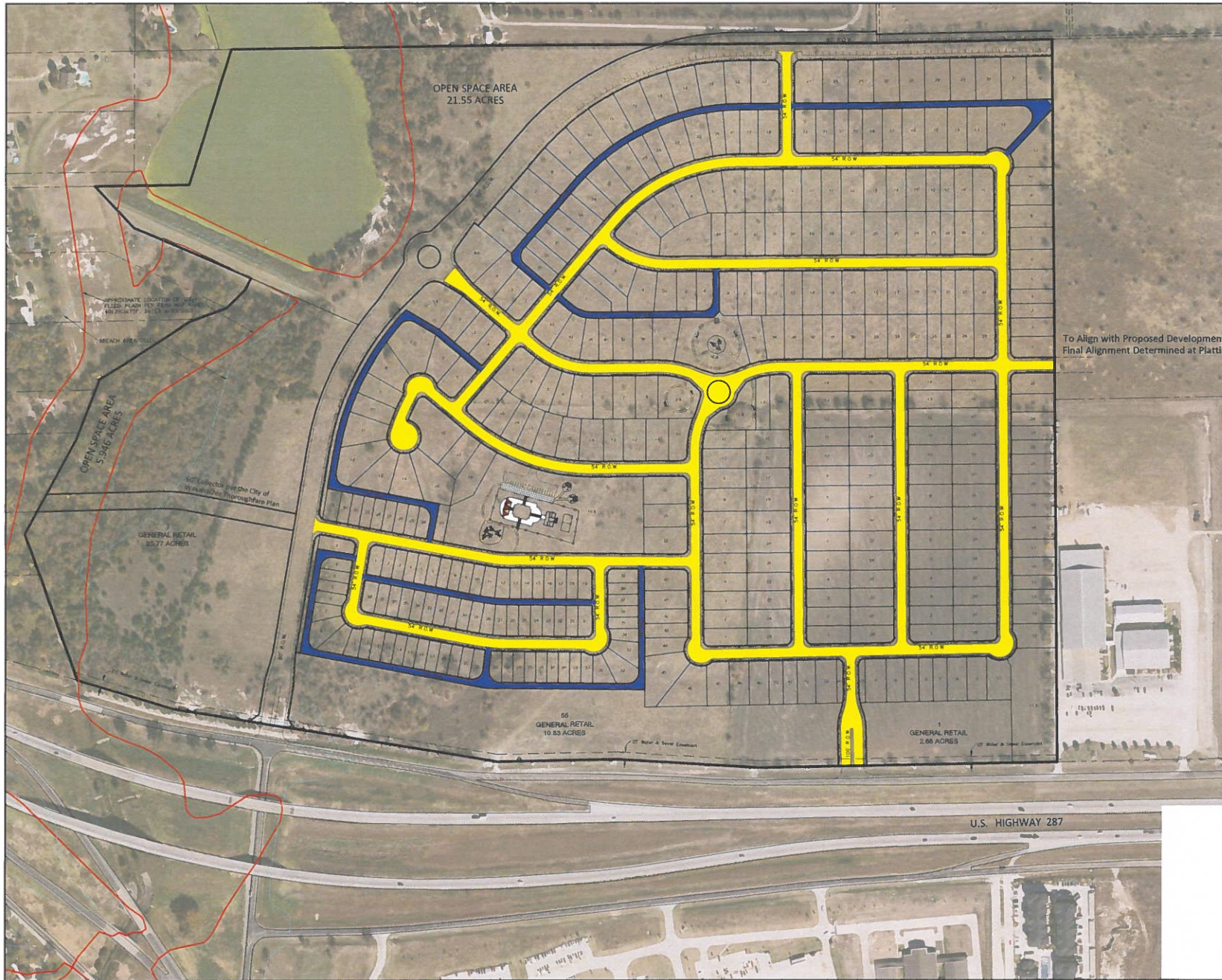
Exhibit E

Maps of Authorized Improvements



- Denotes Open Space Area
- Denotes Amenity & Pocket Parks

PARKS & OPEN SPACE EXHIBIT
MONTCLAIR HEIGHTS
 188.455 ACRES SITUATED IN THE
 CITY OF WAXAHACHIE
 ELLIS COUNTY, TEXAS
 ENGINEERING CONCEPTS & DESIGN L.P.
 ENGINEERING / SURVEYING / PROJECT MANAGEMENT
 201 WINDCO CIRCLE, SUITE 200 WYLLIS, TX 75098
 (972) 641-8400



Denotes Residential Street



Denotes Residential Alley



DIRECT INFRASTRUCTURE PAVING MONTCLAIR HEIGHTS

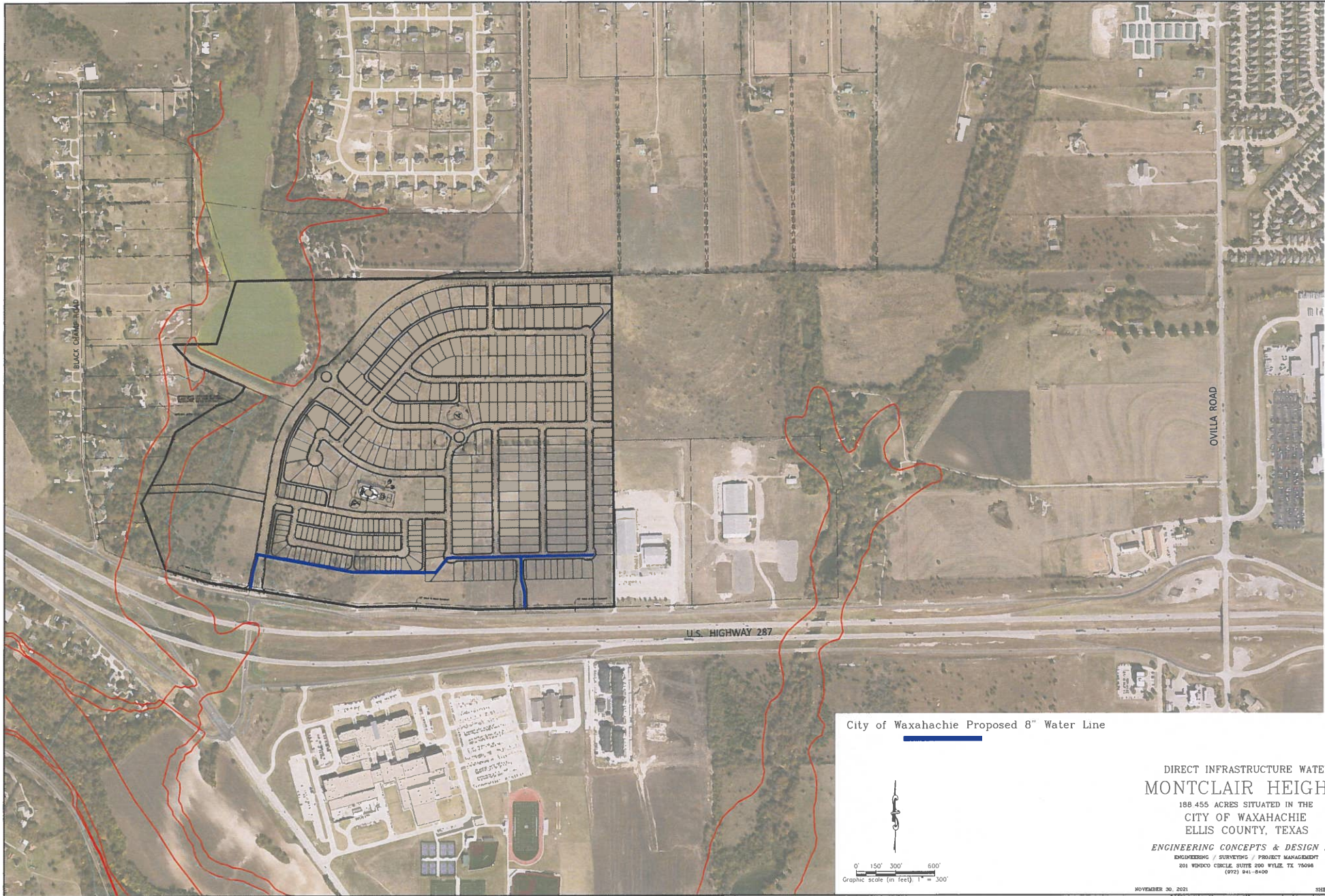
188.455 ACRES SITUATED IN THE
CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN L.P.

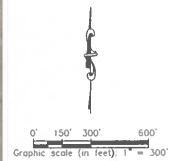
ENGINEERING / SURVEYING / PROJECT MANAGEMENT
201 WINDCO CIRCLE, SUITE 200 WYLLIE, TX 75096
(972) 941-8400

NOVEMBER 30, 2021

SHEET 1 OF 1



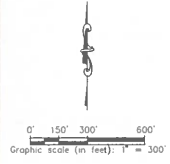
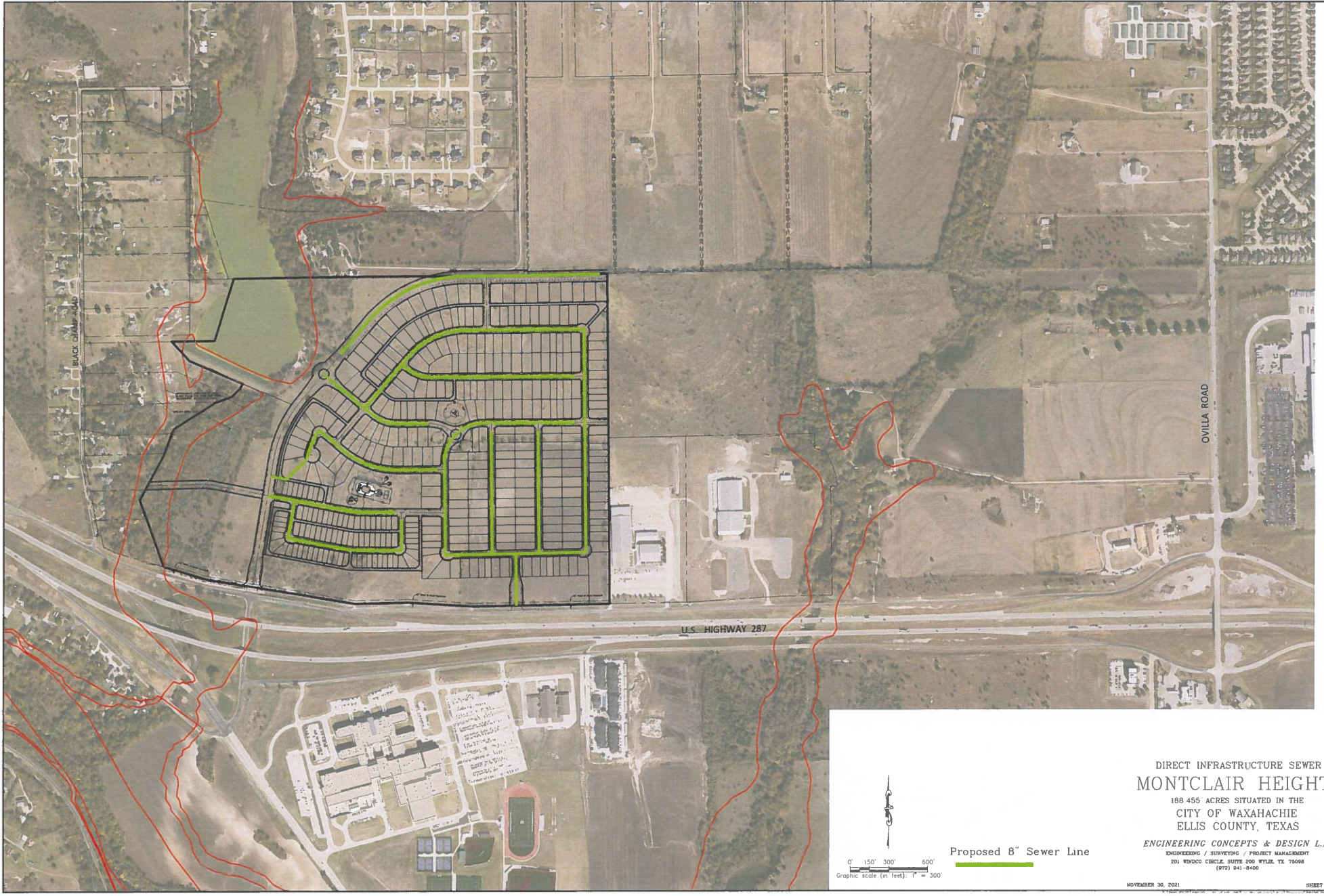
City of Waxahachie Proposed 8" Water Line



DIRECT INFRASTRUCTURE WATER
MONTCLAIR HEIGHTS
188 455 ACRES SITUATED IN THE
CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN L.P.
ENGINEERING / SURVEYING / PROJECT MANAGEMENT
201 WOODS CIRCLE, SUITE 200 WYLE, TX 75098
(972) 941-6400

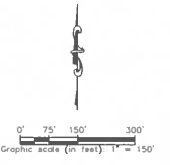
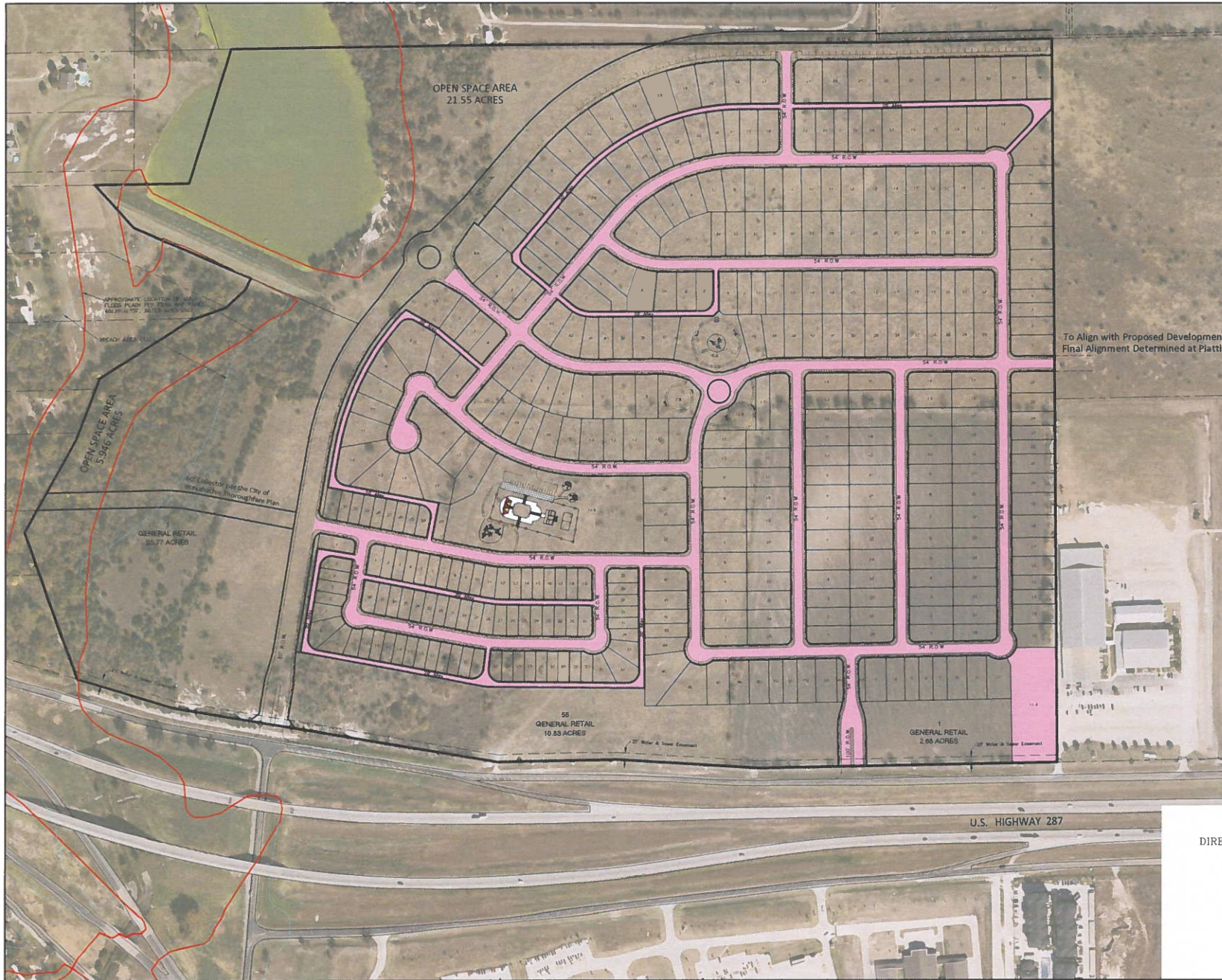
NOVEMBER 30, 2021

SHEET 1 OF 1



Proposed 8" Sewer Line

DIRECT INFRASTRUCTURE SEWER
MONTCLAIR HEIGHTS
188.455 ACRES SITUATED IN THE
CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN L.P.
ENGINEERING / SURVEYING / PROJECT MANAGEMENT
201 WINDCO CIRCLE, SUITE 200 WYLLIE, TX 75098
(972) 241-9400



STORM SEWER/DRAINAGE



DIRECT INFRASTRUCTURE STORM SEWER/DRAINAGE
MONTCLAIR HEIGHTS
 188.455 ACRES SITUATED IN THE
 CITY OF WAXAHACHIE
 ELLIS COUNTY, TEXAS
 ENGINEERING CONCEPTS & DESIGN L.P.
 ENGINEERING / SURVEYING / PROJECT MANAGEMENT
 201 WINDOO CIRCLE SUITE 200 WTLX TX 75098
 (972) 941-8400

NOVEMBER 30, 2021

SHEET 1 OF 1

Exhibit F

Development Standards

PLANNED DEVELOPMENT REGULATIONS FOR ZDC-188-2021

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.

As represented in the attached Concept Plan (Exhibit A) lot types are arranged in a manner which encourage varying lot/home sizes to be dispersed throughout the neighborhood promoting variety and diversity in close proximity.

Based Zoning - Single-Family Residential-3 (SF3)

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

So as to promote architectural diversity throughout, the residential development shall consist of a minimum of five (5) of the following homes style types. The home style types, and breakdown shall be as follows:

Architectural Style	Minimum Percentage	Minimum # of Homes
Contemporary	12%	46
Modern Farm	12%	46
Tudor	12%	46
Craftsman	12%	46
Mediterranean	12%	46

The Architectural Styles of the remaining lots shall be determined by the market.

To further promote architectural diversity throughout all lot types, the exterior finish material on all building elevations, except for openings for doors and windows, shall be limited to any combination of brick, stone, cementitious fiber board, and stucco. Wood may only be used as an accent exterior finish material and shall not exceed 10 percent of the total building wall area, with each elevation being calculated independently. Configurations for stone, stucco, and wood shall be as provided below:

1. All stone shall be detailed and laid to resemble structural stone walls (i.e., stone shall be chopped or saw cut).

2. All stucco shall be cement plaster made of cement sand and lime and shall be applied to elevations using a three-step process with a smooth or sand-finish. Exterior insulated finishing systems (E.I.F.S.) or other synthetic stucco as defined by the International Building Code shall be prohibited on all elevations.
3. All wood shall be painted or stained.

For those rear-entry lots adjacent to the primary collector, the front, rear and side elevations will have similar exterior finish materials.

Type 'A' Lots

- Minimum Lot Area - 13,500 SF
- Minimum Dwelling Unit Area – 2,400 SF
- Minimum Lot Width - 90' interior lot; 95' corner lot; 65' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'B' Lots

- Minimum Lot Area - 11,000 SF
- Minimum Dwelling Unit Area – 2,200 SF
- Minimum Lot Width - 80' interior lot; 85' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'C' Lots

- Minimum Lot Area - 9,800 SF
- Minimum Dwelling Unit Area – 2,000 SF
- Minimum Lot Width - 70' interior lot; 75' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'

- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'D' Lots

- Minimum Lot Area - 9,000 SF
- Minimum Dwelling Unit Area – 1,850 SF
- Minimum Lot Width - 65' interior lot; 70' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curveradius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 7.5'
- Minimum Side Yard (exterior on corner lots) - 10'
- Maximum Lot Coverage – 60%

Type 'E' Lots

- Minimum Lot Area - 7,000 SF
- Minimum Dwelling Unit Area – 1,750 SF
- Minimum Lot Width - 50' interior lot; 55' corner lot; 40' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curveradius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 5'
- Minimum Side Yard (exterior on corner lots) - 10'
- Maximum Lot Coverage – 65%
- Garage Door Orientation or Placement – front-entry

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

- Maximum Height - 2 stories for the main building; 1 story for accessory buildings without garages.
- Minimum Parking - 2 enclosed spaces per lot.
- Garage Door Orientation or Placement - no less than 65% of the dwellings that are not alley-loaded (rear entry) or Type E Lots, shall have garage doors served by side-entry or j-swing drives. All front-entry garages shall be 5' behind the front building façade.
- Garage Door Appearance - shall be carriage style and constructed of wood or metal/composite material made to have the appearance of wood.
- 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 6 lots either direction on the same block face. Exhibit B depicts building elevations which are representative of the style and design of the homes to be constructed.
- 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.
- Sidewalks – Shall comply with the requirements applicable to Section 3.5, Sidewalks, of the City's Zoning Ordinance as depicted in Exhibit C. As further depicted in Exhibit C, connectivity between the residential and commercial uses shall be in place along the collector and the primary entrance.
- 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, specifically including but not limited to, a minimum of 75% masonry construction.

Type 'F' Lots - 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'; 20' for lots without alleys
- Minimum Rear Yard - 20'; 10' for lots without alleys
- Minimum Side Yard (interior) - 5'
- Minimum Side Yard (exterior on corner lots) - 10'
- Maximum Lot Coverage - 70% 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 - 1,450 SF
- Garage Door Orientation or Placement - On lots without alleys, no j-swing drives shall be required, and garages shall not be required to be 3 feet behind the front building face.
- Garage Door Appearance - shall be carriage style and constructed of wood or metal/composite material made to have the appearance of wood.
- Maximum Garage Width – On lots without alleys, garages shall not exceed $\frac{2}{3}$ of the total width of the house. No width restriction on lots with alleys.
- 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 6 lots either direction on the same block face. Exhibit B depicts building elevations which

are representative of the style and design of the homes to be constructed.

- 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, specifically including but not limited to, a minimum of 75% masonry construction.
- Sidewalks – Shall comply with the requirements applicable to Section 3.5, Sidewalks, of the City's Zoning Ordinance as depicted in Exhibit C.
- 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, specifically including but not limited to, a minimum of 75% masonry construction.

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 and also shall allow Dry Cleaning Establishment, Off-Site.
- 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, specifically including but not limited to, a minimum of 80% masonry construction.

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.
- Detention Areas - Trees planted in clusters around the pond.

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 Private Improvements and 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.

Traffic Patterns/Congestion

To alleviate vehicular congestion on U.S. Highway 287, developer will coordinate with the City of Waxahachie and TxDOT for the design and installation of a traffic signal at southern entrance to Montclair Heights as well as fully funding the same. Further, to enhance ingress/egress, developer will cooperate fully with the adjacent property owner to the east to connect the proposed thoroughfare and provide enhanced access to F.M. 664/Ovilla Road.

PROPERTY 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;

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;

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.

Exhibit G

Home Buyer Disclosure Program

The Administrator (as defined in the Service and Assessment Plan) for the PID shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Require builders to include notice of the PID in accordance with Section 5.014 of the Texas Property Code.
2. 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.
3. Prepare and provide to builders an overview of the PID for those builders to include in each sales packets.
4. Notify builders who estimate monthly ownership costs of the requirement that they must disclose Assessments separately with estimated property taxes.
5. 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.
6. Include notice of the PID in the homeowner association documents in conspicuous bold font.
7. The City will include announcements of the PID on the City's web site.

Exhibit H - Location Map

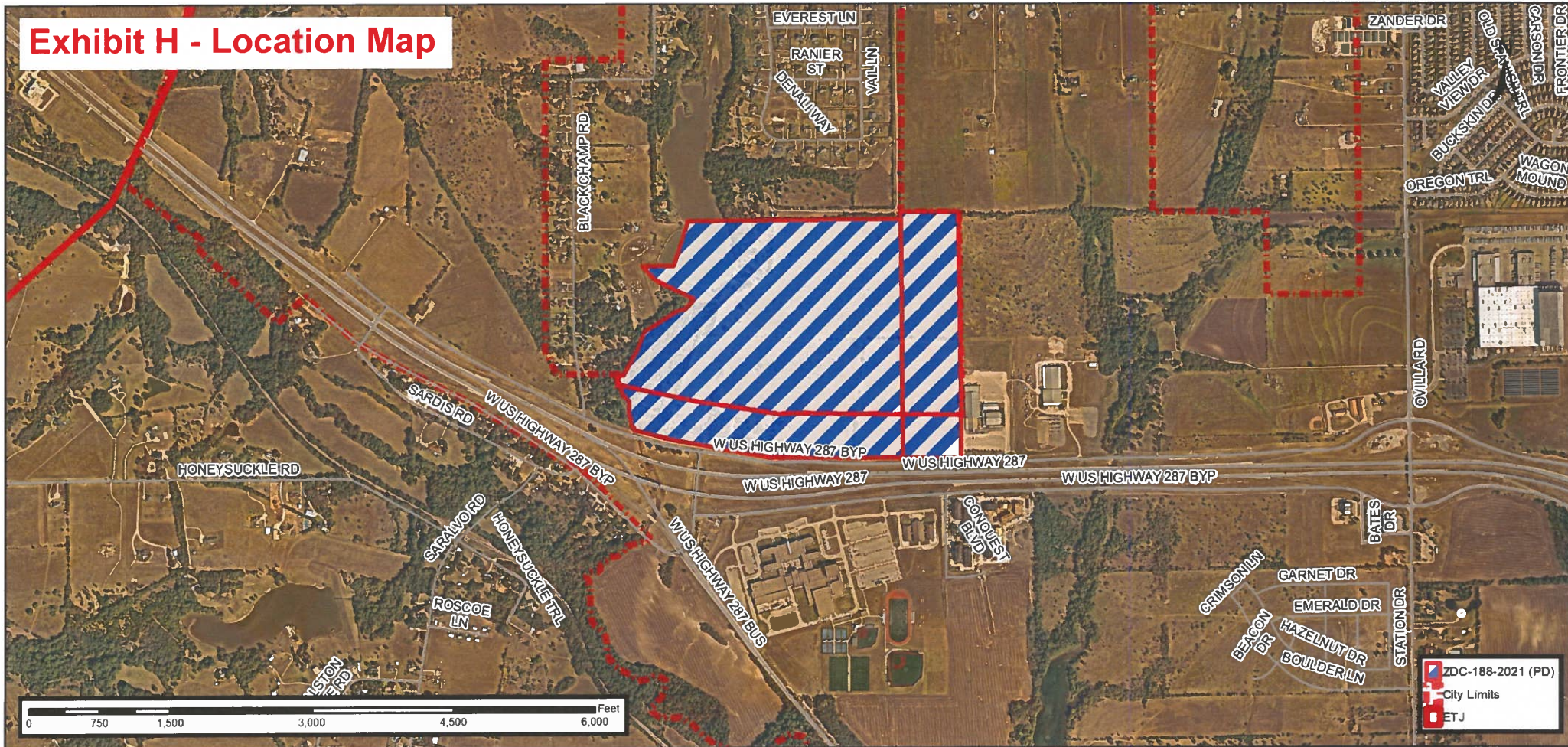


Exhibit I - PD Regulations

PLANNED DEVELOPMENT REGULATIONS FOR ZDC-188-2021

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.

As represented in the attached Concept Plan (Exhibit A) lot types are arranged in a manner which encourage varying lot/home sizes to be dispersed throughout the neighborhood promoting variety and diversity in close proximity.

Based Zoning - Single-Family Residential-3 (SF3)

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

So as to promote architectural diversity throughout, the residential development shall consist of a minimum of five (5) of the following homes style types. The home style types, and breakdown shall be as follows:

Architectural Style	Minimum Percentage	Minimum # of Homes
Contemporary	12%	46
Modern Farm	12%	46
Tudor	12%	46
Craftsman	12%	46
Mediterranean	12%	46

The Architectural Styles of the remaining lots shall be determined by the market.

To further promote architectural diversity throughout all lot types, the exterior finish material on all building elevations, except for openings for doors and windows, shall be limited to any combination of brick, stone, cementitious fiber board, and stucco. Wood may only be used as an accent exterior finish material and shall not exceed 10 percent of the total building wall area, with each elevation being calculated independently. Configurations for stone, stucco, and wood shall be as provided below:

1. All stone shall be detailed and laid to resemble structural stone walls (i.e., stone shall be chopped or saw cut).

Exhibit I - PD Regulations

2. All stucco shall be cement plaster made of cement sand and lime and shall be applied to elevations using a three-step process with a smooth or sand-finish. Exterior insulated finishing systems (E.I.F.S.) or other synthetic stucco as defined by the International Building Code shall be prohibited on all elevations.
3. All wood shall be painted or stained.

For those rear-entry lots adjacent to the primary collector, the front, rear and side elevations will have similar exterior finish materials.

To promote floor plan variation and prevent elevation duplication in close proximity, the following requirements shall apply:

1. Minimum Number of Elevations - No single building elevation shall be duplicated within 6 lots either direction on the same blockface. Exhibit B depicts building elevations which are representative of the style and design of the homes to be constructed.
2. Elevation Duplication – Elevations may not be duplicated on any lot directly across a street or within four (4) lots either direction.
3. Floor Plan Variation – A minimum of seven (7) floor plans shall be used for each Architectural Style.

Type 'A' Lots

- Minimum Lot Area - 13,500 SF
- Minimum Dwelling Unit Area – 2,400 SF
- Minimum Lot Width - 90' interior lot; 95' corner lot; 65' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curveradius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'B' Lots

- Minimum Lot Area - 11,000 SF
- Minimum Dwelling Unit Area – 2,200 SF
- Minimum Lot Width - 80' interior lot; 85' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Exhibit I - PD Regulations

Type 'C' Lots

- Minimum Lot Area - 9,800 SF
- Minimum Dwelling Unit Area – 2,000 SF
- Minimum Lot Width - 70' interior lot; 75' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curveradius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'D' Lots

- Minimum Lot Area - 9,000 SF
- Minimum Dwelling Unit Area – 1,850 SF
- Minimum Lot Width - 65' interior lot; 70' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curveradius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 7.5'
- Minimum Side Yard (exterior on corner lots) - 10'
- Maximum Lot Coverage – 60%

Type 'E' Lots

- Minimum Lot Area - 7,000 SF
- Minimum Dwelling Unit Area – 1,750 SF
- Minimum Lot Width - 50' interior lot; 55' corner lot; 40' for lots with predominate frontage on a curve radius measuring along front building line.
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curveradius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 5'
- Minimum Side Yard (exterior on corner lots) - 10'
- Maximum Lot Coverage – 65%
- Garage Door Orientation or Placement – front-entry

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

- Maximum Height - 2 stories for the main building; 1 story for accessory buildings without garages.
- Minimum Parking - 2 enclosed spaces per lot.

Exhibit I - PD Regulations

- Garage Door Orientation or Placement - no less than 65% of the dwellings that are not alley-loaded (rear entry) or Type E Lots, shall have garage doors served by side-entry or j-swing drives. All front-entry garages shall be 5' behind the front building façade.
- Garage Door Appearance - shall be carriage style and constructed of wood or metal/composite material made to have the appearance of wood.
- 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 Design Elements - Shall comply with the requirements applicable to SF3 zoning in Section 5.01, Exterior Construction Requirements of the City's Zoning Ordinance.
- Sidewalks – Shall comply with the requirements applicable to Section 3.5, Sidewalks, of the City's Zoning Ordinance as depicted in Exhibit C. As further depicted in Exhibit C, connectivity between the residential and commercial uses shall be in place along the collector and the primary entrance.
- 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, specifically including but not limited to, a minimum of 75% masonry construction.

Type 'F' Lots - 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'; 20' for lots without alleys
- Minimum Rear Yard - 20'; 10' for lots without alleys
- Minimum Side Yard (interior) - 5'
- Minimum Side Yard (exterior on corner lots) - 10'
- Maximum Lot Coverage - 70% 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 - 1,450 SF
- Garage Door Orientation or Placement - On lots without alleys, no j-swing drives shall be required, and garages shall not be required to be 3 feet behind the front building face.
- Garage Door Appearance - shall be carriage style and constructed of wood or

Exhibit I - PD Regulations

metal/composite material made to have the appearance of wood.

- Maximum Garage Width – On lots without alleys, garages shall not exceed $\frac{2}{3}$ of the total width of the house. No width restriction on lots with alleys.
- 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 6 lots either direction on the same block face. Exhibit B depicts building elevations which are representative of the style and design of the homes to be constructed.
- 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, specifically including but not limited to, a minimum of 75% masonry construction.
- Sidewalks – Shall comply with the requirements applicable to Section 3.5, Sidewalks, of the City's Zoning Ordinance as depicted in Exhibit C.
- 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, specifically including but not limited to, a minimum of 75% masonry construction.

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 and also shall allow Dry Cleaning Establishment, Off-Site.
- 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.

Exhibit I - PD Regulations

- Masonry Exterior Construction - Shall comply with the requirements applicable to commercial uses as provided in Section 5.01 of the City's Zoning Ordinance, specifically including but not limited to, a minimum of 80% masonry construction.

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.
- Detention Areas - Trees planted in clusters around the pond.

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 Private Improvements and 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.

Traffic Patterns/Congestion

To alleviate vehicular congestion on U.S. Highway 287, developer will coordinate with the City of Waxahachie and TxDOT for the design and installation of a traffic signal at southern entrance to Montclair Heights as well as fully funding the same. Further, to enhance ingress/egress, developer will cooperate fully with the adjacent property owner to the east to connect the proposed thoroughfare and provide enhanced access to F.M. 664/Ovilla Road.

Exhibit I - PD Regulations

PROPERTY 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;

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

Exhibit I - PD Regulations

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;

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.

188.455 ACRES
384 LOTS

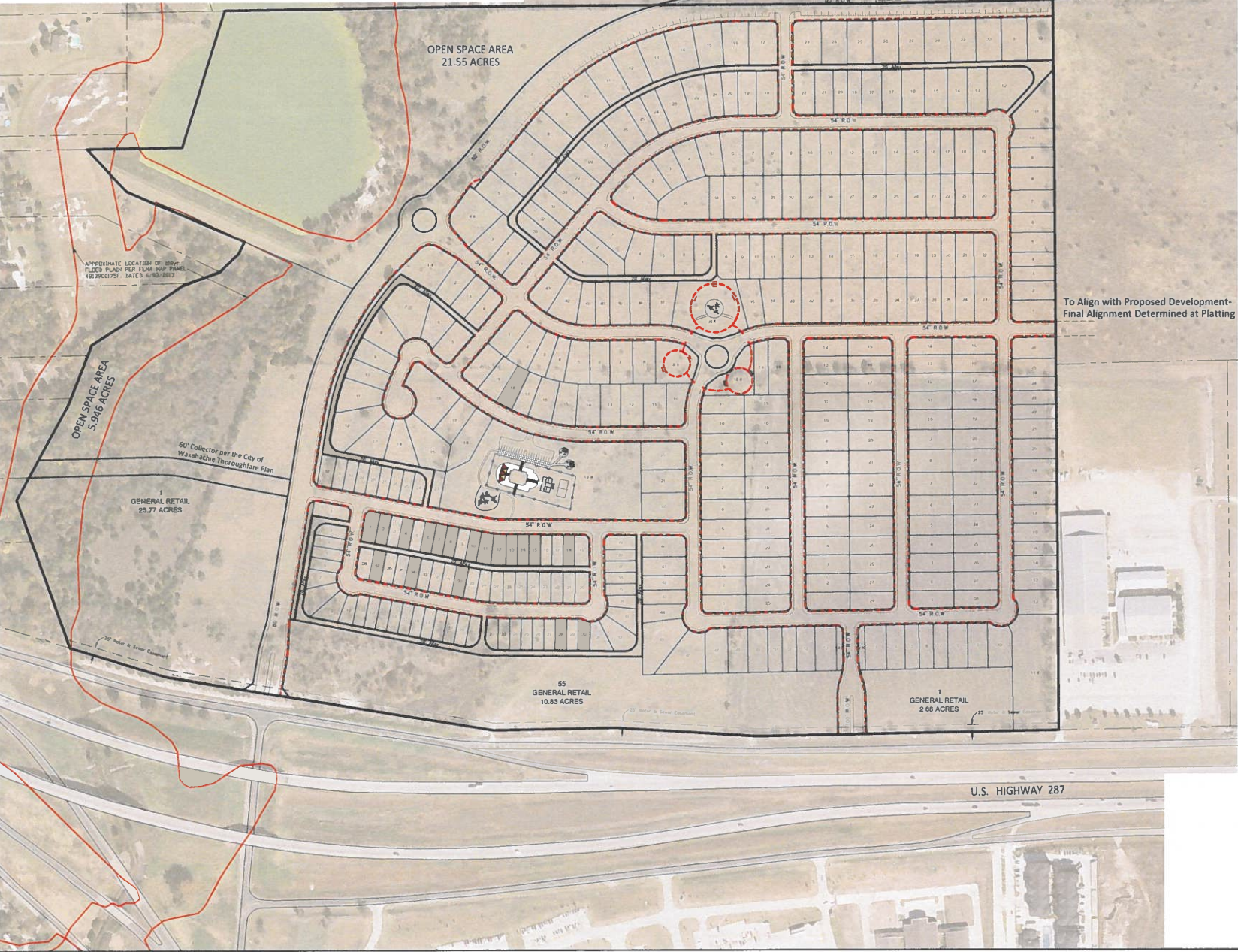
TYPE - A	23 - 13,500 s.f. Lots (90'x150' Typical)	TYPE - B	46 - 11,000 s.f. Lots (80'x140' Typical)	TYPE - C	88 - 9,800 s.f. Lots (70'x140' Typical)
TYPE - D	80 - 9,000 s.f. Lots (65'x140' Typical)	TYPE - E	60 - 7,000 s.f. Lots (50'x140' Typical)	TYPE - F	87 - 4,400 s.f. Lots (40'x110' Typical)

COMMON AREA (36.694 ACRES)

384 LOTS / 146.988 ACRES = 2.61 DENSITY

ZDC-188-2021
MONTCLAIR HEIGHTS
CITY OF WAXAHACHIE, TEXAS

Exhibit C - Concept Plan



Denotes Pedestrian Sidewalks



EXHIBIT C
ZDC-188-2021
PEDESTRIAN SIDEWALK PLAN
MONTCLAIR HEIGHTS
188.455 ACRES SITUATED IN THE
CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN L.P.
ENGINEERING / SURVEYING / PROJECT MANAGEMENT
201 WINDCO CIRCLE SUITE 200 WYLLIE, TX 75096
(972) 941-8400

Exhibit K - Concept Elevations

Mediterranean

Montclair Building Style Elevations

Exhibit K - Concept Elevations

Mediterranean



Exhibit K - Concept Elevations

Modern Farm



Exhibit K - Concept Elevations

Craftsman



Exhibit K - Concept Elevations

Contemporary



Exhibit K - Concept Elevations

Tudor



Exhibit L - Staff Report

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-188-2021



MEETING DATE(S)

Planning & Zoning Commission: January 11, 2022 (continued from December 28, 2021)

City Council: January 18, 2022

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held December 14, 2021, the Commission voted 7-0 to continue case number ZDC-188-2021 to the December 28, 2021 Planning and Zoning meeting.

At the Planning & Zoning Commission meeting, held December 28, 2021, the Commission voted 6-0 to continue case number ZDC-188-2021 to the January 11, 2022 Planning and Zoning meeting.

At the Planning & Zoning Commission meeting, held January 11, 2022, the Commission voted 7-0 to recommend approval for case number ZDC-188-2021, subject to all staff comments.

CAPTION

Public Hearing on a request by Terrance Jobe, Alluvium Development, Inc., for a **Zoning Change** from a General Retail (GR) and Future Development (FD) zoning districts to **Planned Development Mixed-Use Residential (PD-MUR)** zoning district, located at the located west of 2374 W Highway 287 Bypass (Property ID 185971, 185978, 185972, 185886) - Owner: CAROLYN J HAMAN L/E (ZDC-188-2021)

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.

**The proposed zoning change is contingent upon City Council approving the proposed annexation case (ANX-DNX-200-2021) for this property. City Council is scheduled to take action on the item on January 18, 2022.*

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

Exhibit L - Staff Report

SUBJECT PROPERTY

General Location: West of 2374 W Highway 287 Bypass

Parcel ID Number(s): 185971, 185978, 185972, 185886

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

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. **If approved, an internal connection is proposed with the adjacent property to the east.*

Exhibit L - Staff Report

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.

Case History:

At the January 19, 2021, City Council meeting, City Council voted 5-0 to deny case number ZDC-72-2020 (original case number for Montclair Heights). At the meeting, the developer proposed a Planned Development district consisting of 394 total lots (including cottage lots and general retail tracts). Due to traffic concerns for the development, City Council voted to deny the development proposal.

Proposed Use:

The purpose of this Planned Development district is to create zoning that will allow the development of 384 total lots. Of which, 297 lots will fall within the categories A, B, C, D, and E (as identified on the attached PD Concept Plan and listed in the "Proposed Planned Development Regulations" section of the staff report below), and 87 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, an amenity park, and a dog park.

Staff Note: The proposed zoning change is contingent upon City Council approving the proposed annexation case (ANX-DNX-200-2021) for this property. City Council is scheduled to take action on the item on January 18, 2022.

Exhibit L - Staff Report

At the December 28, 2021, Planning and Zoning meeting, the Planning and Zoning Commission requested that the applicant revise the submitted plan(s) for the proposed development to further address the Commission's concerns, as well as be more conducive to the surrounding area. Per the Commission's request, listed below are changes made by the applicant.

CHANGES FROM THE 12/28/21 PZ MEETING

- Revised the PD Regulations to include 5 district Architectural design styles to add diversity:

Architectural Style	Minimum Percentage	Minimum # of Homes
Contemporary	12%	46
Modern Farm	12%	46
Tudor	12%	46
Mediterranean	12%	46
Craftsman	12%	46

*The Architectural Style for the remaining lots shall be determined by the market.

**Concept Renderings for the Architectural Styles have been provided by the applicant.

- Require a mix of exterior finish materials:
 - Brick
 - Stone
 - Cementitious fiber board
 - Stucco
 - Wood (as accent only)
- 360 degree architecture
- To promote floor plan variation and prevent elevation duplication in close proximity, the following requirements shall apply:
 - Minimum Number of Elevations - No single building elevation shall be duplicated within 6 lots either direction on the same block face.
 - Elevation Duplication – Elevations may not be duplicated on any lot directly across a street or within four (4) lots either direction.
 - Floor Plan Variation – A minimum of seven (7) floor plans shall be used for each Architectural Style.

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 - 13,500 SF
- Minimum Dwelling Unit Area – 2,400 SF
- Minimum Lot Width - 90' interior lot; 95' corner lot; **65' for lots with predominate frontage on a curve radius measuring along front building line (minimum 80' requirement per SF3 standards)**
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Exhibit L - Staff Report

Type 'B' Lots

- Minimum Lot Area - 11,000 SF
- Minimum Dwelling Unit Area – 2,200 SF
- Minimum Lot Width - 80' interior lot; 85' corner lot; **55' for lots with predominate frontage on a curve radius measuring along front building line** (*minimum 80' requirement per SF3 standards*)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'C' Lots

- **Minimum Lot Area - 9,800 SF** (*minimum 10,000 SF requirement per SF3 standards*)
- Minimum Dwelling Unit Area – 2,200 SF
- **Minimum Lot Width - 70' interior lot; 75' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line** (*minimum 80' requirement per SF3 standards*)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- Minimum Side Yard (interior) - 10'
- Minimum Side Yard (exterior on corner lots) - 15'
- Maximum Lot Coverage – 50%

Type 'D' Lots

- **Minimum Lot Area - 9,000 SF** (*minimum 10,000 SF requirement per SF3 standards*)
- Minimum Dwelling Unit Area – 1,850 SF
- **Minimum Lot Width - 65' interior lot; 70' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line** (*minimum 80' requirement per SF3 standards*)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- **Minimum Side Yard (interior) - 7.5'** (*minimum 10' requirement per SF3 standards*)
- **Minimum Side Yard (exterior on corner lots) - 10'** (*minimum 15' requirement per SF3 standards*)
- **Maximum Lot Coverage – 60%** (*maximum 50% requirement per SF3 standards*)

Type 'E' Lots

- **Minimum Lot Area - 7,000 SF** (*minimum 10,000 SF requirement per SF3 standards*)
- Minimum Dwelling Unit Area – 1,750 SF
- **Minimum Lot Width - 50' interior lot; 55' corner lot; 40' for lots with predominate frontage on a curve radius measuring along front building line** (*minimum 80' requirement per SF3 standards*)
- Minimum Lot Depth - 140'; 120' for lots with predominate frontage on a curve radius.
- Minimum Front Yard - 30'
- Minimum Rear Yard - 25'
- **Minimum Side Yard (interior) - 5'** (*minimum 10' requirement per SF3 standards*)

Exhibit L - Staff Report

- **Minimum Side Yard (exterior on corner lots) - 10'** (*minimum 15' requirement per SF3 standards*)
- **Maximum Lot Coverage – 65%** (*maximum 50% requirement per SF3 standards*)
- **Garage Door Orientation or Placement – front-entry**

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

- **Maximum Height** - 2 stories for the main building; 1 story for accessory buildings without garages
- **Minimum Parking** - 2 enclosed spaces per lot
- **Garage Door Orientation or Placement** - no less than 65% of the dwellings that are not alley-loaded (rear entry) or Type E Lots, shall have garage doors served by side-entry or j-swing drives. All front-entry garages shall be 5' behind the front building façade.
- **Garage Door Appearance** - shall be carriage style and constructed of wood or metal/composite material made to have the appearance of wood.
- **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 6 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
- **Sidewalks** – Shall comply with the requirements applicable to Section 3.5, Sidewalks, 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.

Type 'F' Lots - 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'; 20' for lots without alleys
- **Minimum Rear Yard** - 20'; 10' for lots without alleys
- **Minimum Side Yard (interior)** - 5'
- **Minimum Side Yard (exterior on corner lots)** - 10'
- **Maximum Lot Coverage** - 70% 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** - 1,450 SF

Exhibit L - Staff Report

- Garage Door Orientation or Placement - On lots without alleys, no j-swing drives shall be required, and garages shall not be required to be 3 feet behind the front building face.
- Garage Door Appearance - shall be carriage style and constructed of wood or metal/composite material made to have the appearance of wood.
- Maximum Garage Width – On lots without alleys, garages shall not exceed $\frac{1}{2}$ of the total width of the house. No width restriction on lots with alleys.
- 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 6 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
- Sidewalks – Shall comply with the requirements applicable to Section 3.5, Sidewalks, 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 and also shall allow Dry Cleaning Establishment, Off-Site.
- 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

Exhibit L - Staff Report

- 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.
- Detention Areas - Trees planted in clusters around the ponds

Maintenance of Private Improvements and Common Areas

The developer will establish the mandatory Homeowner's Association (HOA) to be responsible for the maintenance of the private parks, amenities, landscaping and common areas.

Traffic Patterns/Congestion

To alleviate vehicular congestion on U.S. Highway 287, developer will coordinate with the City of Waxahachie and TxDOT for the design and installation of a traffic signal at southern entrance to Montclair Heights as well as fully funding the same. Further, to enhance ingress/egress, developer will cooperate fully with the adjacent property owner, as needed, to the east to connect the proposed thoroughfare and provide enhanced access to F.M. 664/Ovilla Road.

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

- Parks/Open Space
- Walking/Jogging Trail

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

Exhibit L - Staff Report

SPECIAL EXCEPTION/VARIANCE REQUEST:

Lot Size

The minimum lot size requirement per SF3 zoning is 10,000 sq. ft.

- Type C Lots: The applicant is proposing a minimum lot size of 9,800 sq. ft.
- Type D Lots: The applicant is proposing a minimum lot size of 9,000 sq. ft.
- Type E Lots: The applicant is proposing a minimum lot size of 7,000 sq. ft.

Lot Width

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

- Type A Lots: The applicant is proposing a minimum lot width of 65' for lots with predominate frontage on a curve radius measuring along front building line
- Type B Lots: The applicant is proposing a minimum lot width of 55' for lots with predominate frontage on a curve radius measuring along front building line
- Type C Lots: The applicant is proposing a minimum lot width of 70' interior lot; 75' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line
- Type D Lots: The applicant is proposing a minimum lot width of 65' interior lot; 70' corner lot; 55' for lots with predominate frontage on a curve radius measuring along front building line
- Type E Lots: The applicant is proposing a minimum lot width of 50' interior lot; 55' corner lot; 40' for lots with predominate frontage on a curve radius measuring along front building line

Side Yard Setback

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

- Type D Lots: The applicant is proposing a minimum side yard setback of 7.5ft. and 10ft. on corner lots.
- Type E Lots: The applicant is proposing a minimum side yard setback of 5ft. and 10ft. on corner lots.

Lot Coverage

The maximum lot coverage percentage per SF3 zoning is 50%

- Type D Lots: The applicant is proposing a maximum lot coverage of 60%
- Type E Lots: The applicant is proposing a maximum lot coverage of 65%

Garage Width

The garage width for single family residential shall not be more than 50% of the total width of the house

- For Type 'A' thru 'E' Lots, max. width will apply to 85% of the dwellings; 15% may have garages up to 60% of the total width of the house to allow for 3-car garages
- For Cottage Lots without alleys, garage shall not exceed $\frac{3}{4}$ of the total width of the house

Garage Door Orientation

If the width of the lot allows, 50% of all dwellings shall have garages with at least one of the following: rear entry; j-swing drive or garage 3' behind the front building face

- Due to the 40' lot width, Cottage Lots without alleys will not be able to comply with these requirements

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.

Exhibit L - Staff Report

PROPERTY OWNER NOTIFICATION RESPONSES

Staff received one (1) letter of support and four (4) letters of opposition for the proposed development.

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. Development Agreement/Ordinance
3. Location Exhibit
4. Planned Development Regulations
5. Concept Plan
6. Concept Elevations

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:

Zack King

Planner

zking@waxahachie.com

Reviewed by:

Jennifer Pruitt, AICP, LEED-AP, CNU-A

Director of Planning

jennifer.pruitt@waxahachie.com

Exhibit M - Ordinance

EXHIBIT M

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM FUTURE DEVELOPMENT (FD) AND GENERAL RETAIL (GR) TO PLANNED DEVELOPMENT-MIXED USE RESIDENTIAL (PD-MUR), LOCATED WEST OF 2374 W HIGHWAY 287 BYPASS, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 188.46 ACRES KNOWN AS A PORTION OF PROPERTY ID 185971, 185972, 185886, 185978, 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-188-2021. 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 denial of the subject property from FD & GR to PD-MUR, 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 FD & GR to PD-MUR, with Concept Plan in order to facilitate development of the subject property in a manner that allows single family homes, cottage style homes, retail/office/restaurant, and park/open space uses on the following property: a portion of Property ID 185971, 185972, 185886, 185978, which is shown on Exhibit H, in accordance with the Planned Development Regulations shown as Exhibit I, Concept Plan shown as Exhibit J, Concept Elevations shown as Exhibit K, and the Staff Report shown as Exhibit L.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to create a mixed use development that includes single family homes, cottage style homes, retail/office/restaurant, and park/open space uses, 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.

Exhibit M - Ordinance

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/Development Agreement/Planned Development Regulations. 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 shown as Exhibit I, Concept Plan shown as Exhibit J, Concept Elevations shown as Exhibit K, and the Staff Report shown as Exhibit L.

Development Regulations

- (A) A mutually agreed upon Development Agreement will be required for the property.
- (B) The development shall conform as approved by the City Council under case number ZDC-188-2021.
- (C) All materials, location of materials, and percentage of materials for the building shall be consistent as prescribed in the Planned Development Regulations and Concept Elevation(s) Plan.
- (D) All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
- (E) The property shall be platted prior to any construction development on the site.
- (F) 60% of the residential development shall consist of five (5) distinct architectural styles. The architectural styles and percentage breakdown shall reflect as:

Architectural Style	Percentage	Minimum Homes
Contemporary	12%	46
Craftsman	12%	46
Mediterranean	12%	46
Modern Farmhouse	12%	46
Tudor	12%	46

The remaining 40% of the residential development shall be determined by the market.

- (G) No single building elevation shall be duplicated within six (6) lots or tracts either direction on the same block face.
- (H) Elevations may not be duplicated on any lot directly across a street or within four (4) lots either direction.
- (I) A minimum of five (5) floor plans shall be used for each Architectural Style.

Exhibit M - Ordinance

- (J) To alleviate vehicular congestion on U.S. Highway 287, the developer (MH) will coordinate with the City of Waxahachie and TxDOT for the design and installation of a traffic signal at southern entrance to Montclair Heights. The traffic signal will be fully funded by the developer (MH). Further, to enhance ingress/egress, developer will cooperate fully with the adjacent property owner, as needed, to the east to connect the proposed thoroughfare and provide enhanced access to F.M. 664/Ovilla Road.
- (K) Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, Development Agreement, Planned Development Regulations, or Staff Report shall conform to those requirements and/or standards prescribed in Exhibits I – Planned Development Regulations, Exhibit J – Concept Plan, Exhibit K – Concept Elevations, and Exhibit L – Staff Report. Where regulations are not specified in Exhibits I, J, K, L, in this ordinance, Planned Development Regulations, or Development Agreement, the regulations of Single Family-3 (residential) zoning and General Retail (retail/office) of the City of Waxahachie Zoning Ordinance shall apply to this development.
- (L) A detailed Site Plan packet shall be administratively reviewed and approved in accordance with the Concept Plan.
- (M) 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.

PASSED, APPROVED, AND ADOPTED on this 18th day of January, 2022.

MAYOR

ATTEST:

City Secretary

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-146-2021



MEETING DATE(S)

Planning & Zoning Commission: January 11, 2022 (continued from December 28, 2021)

City Council: January 18, 2022

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held January 11, 2022, the Commission voted 7-0 to recommend approval of zoning change ZDC-146-2021, subject to all staff comments.

CAPTION

Public Hearing on a request by Yomi and Siyanade Fayiga for a **Zoning Change** from a Future Development Zoning to **Planned Development-General Retail** zoning district, located along Broadhead Road, East of Robbie E. Howard Junior High School (Property ID 178923) - Owner: EQUITY TRUST COMPANY CUSTODIAN FBO (ZDC-146-2021)

APPLICANT REQUEST

The applicant is requesting to rezone the subject property from Future Development to Planned Development-General Retail to allow for a Planned Development consisting of retail (front of property) and townhomes (rear of property).

CASE INFORMATION

Applicant: Yomi and Siyanade Fayiga

Property Owner(s): Equity Trust Company Custodian FBO

Site Acreage: 4.649 acres

Current Zoning: Future Development

Requested Zoning: Planned Development - General Retail

SUBJECT PROPERTY

General Location: Located along Broadhead Road, East of Robbie E. Howard Junior High School

Parcel ID Number(s): 178923

Existing Use: Undeveloped

Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	SF1	Waxahachie Sports Complex
East	PD-GR	Knights of Columbus
South	PD-SF2	Buffalo Ridge Addition Ph. III
West	SF1	Robbie E. Howard Jr. High School

Future Land Use Plan: Public/Semi-Public

Comprehensive Plan: 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 Broadhead Rd.

Site Image:



PLANNING ANALYSIS

Applicant Request

The applicant is requesting to rezone the subject property from Future Development to Planned Development-General Retail to allow for a Planned Development consisting of retail (front of property) and townhomes (rear of property).

Proposed Use

The applicant is requesting approval for a Planned Development to accommodate development of a retail pad site (front of the property) and townhome lots (rear of the property) on 4.649 total acres located along Broadhead Road, east of Robbie E. Howard Junior High School. The townhomes within the development will consist of 21 townhome lots, with one main access being provided from Broadhead Rd. The townhomes will be individually owned, and 12 of the units (along east and west boundaries of the property) will be 3-story rear entry townhomes; while the remaining 9 units (2-story) along the rear of the property will be front entry. The development will also provide a connection to an existing hike/bike trail (adjacent to Robbie E. Howard Junior High School) in the rear of the development.

Changes since the November 23, 2021 Planning and Zoning Meeting

Townhomes

- Reduced townhome lot count from 22 to 21
- Proposing 3-story townhomes along western (6 units) and eastern (6 units) boundaries of the property (*applicant originally proposed 2-story*)
- Rear entry lot sizes will be 2,500 sq. ft. (Front entry lots will remain 3,680 sq. ft.)
- Building Setbacks for the development shall be:
 - o Front Setback (Front Entry): 20 ft. (originally 15 ft.)
 - o Front Setback (Rear Entry): 10 ft. (originally no rear entry proposed)
 - o Side Setback: 10 ft.
 - o Rear Setback (Front Entry): 10 ft.
 - o Rear Setback (Rear Entry): 5 ft. (originally no rear entry proposed)

Landscaping

The applicant intends to meet the landscape requirements per the City of Waxahachie Zoning Ordinance. The applicant intends to include species such as Crepe Myrtle, Redbud trees, Yaupon holly, and Lantana and Irises within the development.

Building Design/Facade

The townhomes within the development is proposed to be primarily constructed of brick, stucco, and fiber cement cladding.

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 12: Promote growth of the community where infrastructure exists.

STAFF CONCERNS/APPLICANT RESPONSES

At the November 23, 2021, Planning and Zoning meeting, staff discussed several concerns for the proposed development. Below is a list of the aforementioned staff concerns, as well as statements explaining how the applicant addressed the concerns.

Rear Alley Access

The applicant is proposing 12 of the 21 units to have rear alley access along the eastern and western boundaries of the property.

Open Space

The applicant has incorporated three (3) open spaces lots within the development.

Parking

There will be two (2) attached garages per unit. The applicant will also provide spaces for guests along the curb of the main drive.

Architectural Features/Development Transition

The applicant is providing an 8-foot-tall masonry screening wall and landscape buffer to help separate the townhomes from the retail portion within the development. Per the Elevation Concept Plan, the applicant has also incorporated windows and façade features along the side of the townhome structures that will face Broadhead Rd.

Turn Radius

Due to the applicant revising the layout of the lot, staff has no further concerns regarding the turn radius for the development.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, **16** 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 one (1) letter of support for the proposed development.

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. A mutually agreed upon Development Agreement must be signed by staff and the applicant.
 2. A detailed site plan for the development be reviewed by City Council as well.

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. Development Agreement/Ordinance
3. Location Exhibit
4. Planned Development Regulations
5. Concept Plan
6. Concept Elevation Plan
7. Staff Report

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:

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Reviewed by:

Jennifer Pruitt, AICP, LEED-AP, CNU-A

Director of Planning

jennifer.pruitt@waxahachie.com

(14)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-146-2021**



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

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 12, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, October 18, 2021 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 Yomi and Siyanade Fayiga for a **Zoning Change** from a Future Development Zoning to **Planned Development-General Retail** zoning district, located along Broadhead Road, East of Robbie E. Howard Junior High School (Property ID 178923) - Owner: EQUITY TRUST COMPANY CUSTODIAN FBO (ZDC-146-2021)

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-146-2021**

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 **Tuesday, October 5, 2021** 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:

Clint V. Nolen
Signature

CLINT V. NOLEN
Printed Name and Title

9/30/21
Date
1701 N MARKET ST, STE 325
DALLAS, TX 75202
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.

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM FUTURE DEVELOPMENT (FD) TO PLANNED DEVELOPMENT-GENERAL RETAIL (PD-GR) WITH CONCEPT PLAN, LOCATED ALONG BROADHEAD ROAD, EAST OF ROBBIE E. HOWARD JUNIOR HIGH SCHOOL IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 4.649 ACRES KNOWN AS PROPERTY ID 178923, 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-146-2021. 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 FD to PD-GR, 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 FD to PD-GR, with Concept Plan in order to facilitate development of the subject property in a manner that allows townhome, retail, and park/open space uses on the following property: Property ID 178923, which is shown on Exhibit A, in accordance with the Planned Development Regulations shown as Exhibit B, Concept Plan shown as Exhibit C, the Concept Elevation Plan shown as Exhibit D, and the Staff Report shown as Exhibit E.

PLANNED DEVELOPMENT**Purpose and Intent**

The purpose of this planned development is to create a mixed use development that includes townhomes, retail and park/open space uses 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.

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/Development Agreement/Planned Development Regulations. 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 shown as Exhibit B, Concept Plan shown as Exhibit C, Concept Elevation Plan shown as Exhibit D, and the Staff Report shown as Exhibit E.

Development Regulations

- (A) A mutually agreed upon Development Agreement will be required for the property.
- (B) The development shall conform as approved by the City Council under case number ZDC-146-2021.
- (C) All materials, locations of materials, and percentage of materials for the building shall be consistent as prescribed in the Planned Development Regulations and Concept Elevation(s) Plan.
- (D) All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rule and regulations governing such permits.
- (E) The property shall be platted prior to any construction or development on the site.
- (F) An 8ft. masonry screening wall shall be located along the northern boundary of the retail lot and 7,600 sq. ft. open space lot per the Concept Plan shown in Exhibit B.
- (G) A 6ft. masonry wall shall be located along the northern, eastern and western exterior boundaries of the single family portion of the subject property per the Concept Plan shown in Exhibit B.
- (H) Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, Development Agreement, Planned Development Regulations, or Staff Report shall conform to those requirements and/or standards prescribed in Exhibits B – Planned Development Regulations, Exhibit C - Concept Plan, Exhibit D – Concept Elevation Plan, and Exhibit E – Staff Report. Where regulations are not specified in Exhibits B, C, D, and E, in this ordinance, Planned Development Regulations, or Development Agreements, the regulations of Single Family-3 (residential) zoning and General Retail (retail) zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.

- (I) A detailed site plan shall be reviewed and approved by the Planning and Zoning Commission and City Council.
- (J) 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 the 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.

PASSED, APPROVED, AND ADOPTED on this 18th day of January, 2022.

MAYOR

ATTEST:

City Secretary

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR BROADHEAD VILLAGE
COUNTY OF ELLIS	§	

This Development Agreement for Broadhead Village ("**Agreement**") is entered into between CRUX Ventures LLC ("**CVLLC**") and the City of Waxahachie, Texas ("**City**"). MH and the City are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. CVLLC is the owner of approximately 4.649 acres of real property generally located along Broadhead Road, East of Robbie E. Howard Junior High School, Parcel Number 178923 in the City of Waxahachie, Texas (the "**Property**"), for which the applicant has requested a change in the Property's Future Development zoning to a ("**PD**") General Retail zoning, revising specific development standards. The Property is currently zoned Future Development by the City, and is anticipated to have the PD reviewed on January 18, 2022.

2. The planned use of the Property is to create a mixed use development that includes townhomes, retail and park/open space uses 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.

3. As is reflected by the public records of the City, significant discussions and negotiations between representatives of CVLLC 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 "**Broadhead Village PD Ordinance**"), a copy of which is attached hereto as *Exhibit A* and which contains the negotiated zoning and development standards for Broadhead Village.

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

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.

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 Broadhead Village 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 development shall conform as approved by the City Council under case number ZDC-146-2021.
- (C) All materials, location of materials, and percentage of materials for the building shall be consistent as prescribed in the Planned Development Regulations and Concept Elevation(s) Plan.
- (D) All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
- (E) The property shall be platted prior to any construction development on the site.
- (H) Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, Development Agreement, Planned Development Regulations, or Staff Report shall conform to those requirements and/or standards prescribed in Exhibits B – Planned Development Regulations, Exhibit C - Concept Plan, Exhibit D – Concept Elevation Plan, and Exhibit E – Staff Report. Where regulations are not specified in Exhibits B, C, D, and E, in this ordinance, Planned Development Regulations, or Development Agreements, the regulations of Single Family-3 (residential) zoning and General Retail (retail) zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
- (I) A detailed site plan shall be reviewed and approved administratively by the Planning Department Director or Designee.

- (J) 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 CVLLC's agreement in this regard, the City of Waxahachie agrees that CVLLC has reasonable investment-backed expectations in the CVLLC PD Ordinance, and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in the Broadhead Village PD Ordinance without impacting CVLLC'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 MH 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.

M. **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

N. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

- O. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- P. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- Q. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- R. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

(16)

{Signature Pages Follow}

(16)

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

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, 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: _____

(16)

: Siyanada Fayiga (Owner)

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, personally appeared _____, representative of CRUX Ventures 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: _____

: Yomi Fayiga (Owner)

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, personally appeared _____, representative of CRUX Ventures 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: _____

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM FUTURE DEVELOPMENT (FD) TO PLANNED DEVELOPMENT-GENERAL RETAIL (PD-GR) WITH CONCEPT PLAN, LOCATED ALONG BROADHEAD ROAD, EAST OF ROBBIE E. HOWARD JUNIOR HIGH SCHOOL IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 4.649 ACRES KNOWN AS PROPERTY ID 178923, 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-146-2021. 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 FD to PD-GR, 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 FD to PD-GR, with Concept Plan in order to facilitate development of the subject property in a manner that allows townhome, retail, and park/open space uses on the following property: Property ID 178923, which is shown on Exhibit A, in accordance with the Planned Development Regulations shown as Exhibit B, Concept Plan shown as Exhibit C, the Concept Elevation Plan shown as Exhibit D, and the Staff Report shown as Exhibit E.

PLANNED DEVELOPMENT**Purpose and Intent**

The purpose of this planned development is to create a mixed use development that includes townhomes, retail and park/open space uses 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.

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/Development Agreement/Planned Development Regulations. 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 shown as Exhibit B, Concept Plan shown as Exhibit C, Concept Elevation Plan shown as Exhibit D, and the Staff Report shown as Exhibit E.

Development Regulations

- (A) A mutually agreed upon Development Agreement will be required for the property.
- (B) The development shall conform as approved by the City Council under case number ZDC-146-2021.
- (C) All materials, locations of materials, and percentage of materials for the building shall be consistent as prescribed in the Planned Development Regulations and Concept Elevation(s) Plan.
- (D) All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rule and regulations governing such permits.
- (E) The property shall be platted prior to any construction or development on the site.
- (F) An 8ft. masonry screening wall shall be located along the northern boundary of the retail lot and 7,600 sq. ft. open space lot per the Concept Plan shown in Exhibit B.
- (G) A 6ft. masonry wall shall be located along the northern, eastern and western exterior boundaries of the single family portion of the subject property per the Concept Plan shown in Exhibit B.
- (H) Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, Development Agreement, Planned Development Regulations, or Staff Report shall conform to those requirements and/or standards prescribed in Exhibits B – Planned Development Regulations, Exhibit C - Concept Plan, Exhibit D – Concept Elevation Plan, and Exhibit E – Staff Report. Where regulations are not specified in Exhibits B, C, D, and E, in this ordinance, Planned Development Regulations, or Development Agreements, the regulations of Single Family-3 (residential) zoning and General Retail (retail) zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
- (I) A detailed site plan shall be reviewed and approved administratively by the Planning Department Director or Designee.

- (J) 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 the 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.

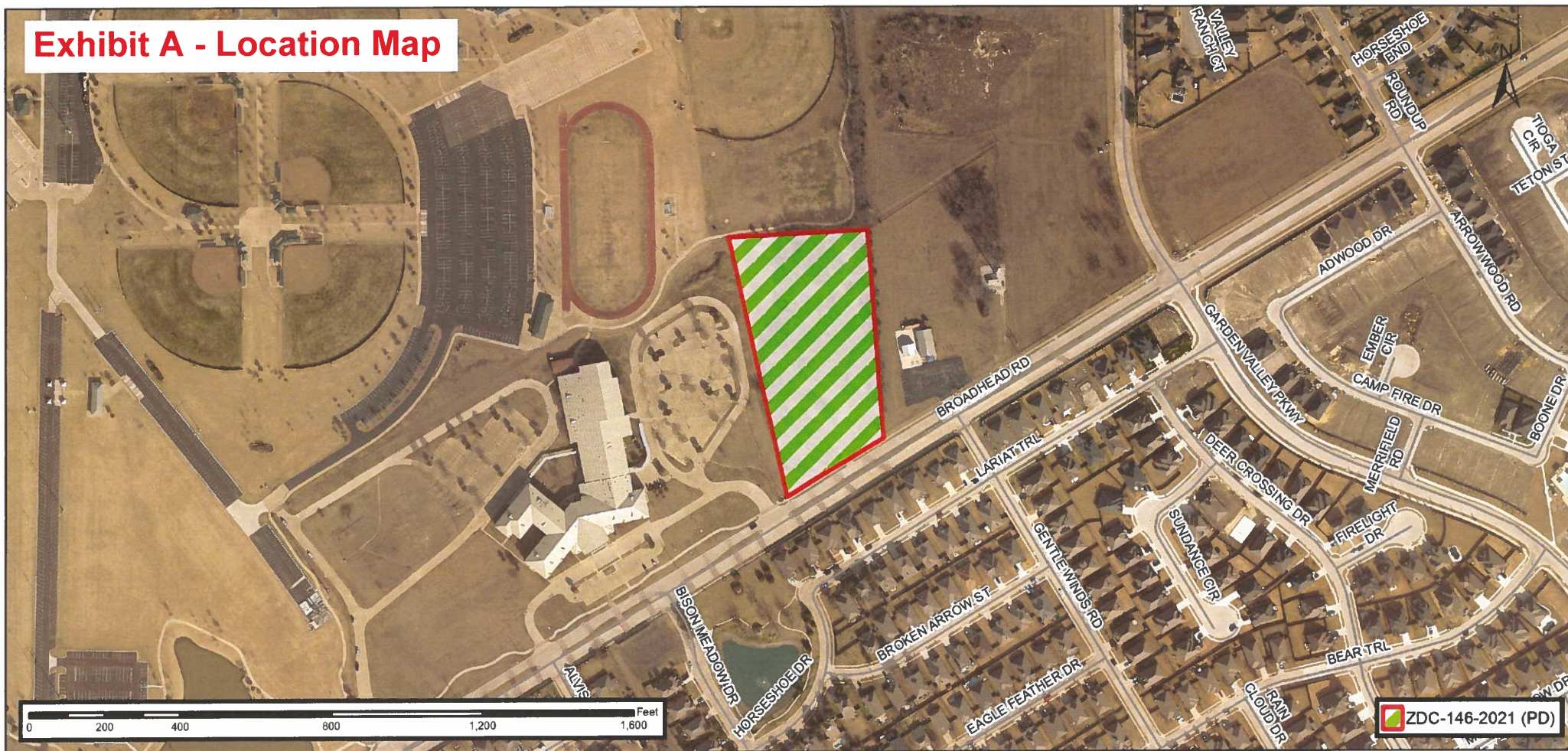
PASSED, APPROVED, AND ADOPTED on this 18th day of January, 2022.

MAYOR

ATTEST:

City Secretary

Exhibit A - Location Map



WRITTEN EXHIBIT 1/3/2022

BROADHEAD ROAD DEVELOPMENT 4.649 ACRES.

The Purpose and Intent of this Planned Development (PD) known as Broadhead Village is to allow for the development of a small residential community consisting of 21 individually owned townhomes fronted by a retail pad site. There is a shortage of affordable housing in North Texas and it is our intent to offer a unique elegant small neighborhood. The residential portion complies with the City of Waxahachie Townhome Standard.

- a. The planned development comprises two distinct uses:
 1. A commercial / retail tract about 1.0 acre with various optional uses compatible with a shared boundary with a school.
 2. A residential property comprising 21 upscale townhomes in 7 blocks of at least 3 units each. The townhomes will be individually owned and will not be rental properties. Some of the 12 rear-entry units may be 3 stories. The remaining 9 along the rear of the property will be front entry.

This development will involve the construction of a 50' ROW that meets all City of Waxahachie design and construction specifications. This includes sidewalks on both sides of the street. The rear entry units are served by 21' ROW alleys on either side of the development. The 50' ROW and the alleys will be adopted by the City of Waxahachie.

- b. Maximum Density 10 DU/Acre
- c. Lot size Front Entry 3680 SF; Rear Entry 2500 SF
- d. Lot Dimensions: Front Entry 32 x 115'; Rear Entry 25x100 48.8% coverage
- e. 2 Story buildings: 35' high; 3 Story buildings: 45' high
- f. Each townhome has attached 2 car garages; the Commercial pad site has been demonstrated to have adequate parking capacity for a variety of uses.
- g. Parking 2 attached garages per unit. Several parking spaces are available for guests on the curb of the main drive.
- h. Entrance and exit from Broadhead Road; The road is a 50' ROW including 5' sidewalks on both sides.
- i. Fence along the front-facing perimeter of lots 15 and 16 will be 8' masonry; the rest of the exterior fence will be 6' masonry. There will also be ornamental fencing along walkways and open spaces. Townhomes will have individually fenced backyards unless they are rear entry.

Exhibit B - Planned Development Regulations

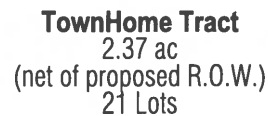
- j. N/A
- k. The development will have an elegant monument sign at the entry.
- l. Lighting as per Waxahachie ordinance
- m. Phasing and Scheduling: No Phasing. Once approved we plan to proceed with engineering design and construction; marketing and sale of retail pad site; Construction of townhomes.
- n. HOA will be established to manage common privately owned areas such as the fence, landscaping, open spaces, entrance monument sign, etc.

DESIGN CONSIDERATIONS:

1. FRONT ENTRY DESIGN
 - a. This project was inspired by The Chase at Stonebriar – an upscale residential development consisting of front entry townhomes and single-family dwellings. (Sample photographs are available from the applicant.). The townhomes at The Chase are aesthetically pleasing and we intend to replicate that quality.
2. REAR ENTRY DESIGN
 - a. Rear entry units have been added where possible to accommodate Staff and P and Z commissioners' concerns.
3. ELEVATION
 - a. The exterior of the townhomes takes inspiration from French country design with brick /stone/ fiber cement cladding
 - b. Proposed masonry % for the townhomes is a minimum of 75%
 - c. The retail pad site development will complement the Townhome architectural design.
4. LANDSCAPE
 - a. An arborist will be engaged to survey the lot which is full of trees and determine which of the existing trees can be salvaged to enhance the development.
 - b. Landscape design will meet City of Waxahachie standards.
 - c. Indigenous species such as Crepe Myrtle, Redbud trees; Yaupon holly; Lantana and Irises, will be incorporated into the landscape design.
5. AMENITIES
 - a. There are 3 open space areas incorporated into the site layout.
 - b. Broadhead Village shares a boundary with Waxahachie Sports Complex affording the residents access to a walking / jogging trail, recreational and sports facilities
 - c. 5' sidewalks on either side of the roadway and lush landscaping.

THIS PLAN IS PROVIDED SUBJECT TO (1) ERRORS AND OMISSIONS IN THE INFORMATION, AND (2) MODIFICATION WITHOUT NOTICE THE INFORMATION, SPECIFICATIONS, CONDITIONS AND/OR LIMITATIONS SET FORTH IN THIS PLAN HAVE BEEN DERIVED FROM DOCUMENTS BELIEVED TO BE RELIABLE. HOWEVER, THIS PLAN MAY BE INCOMPLETE AND/OR INACCURATE AND NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR ADEQUACY REGARDING SUCH INFORMATION IS MADE BY THE OWNER OF THE PROJECT, PROPERTY MANAGER, OR ANY OF THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS.

The copyright holder is not liable for certain damages. In no event shall the copyright holder be liable for any damages, including but not limited to, direct, indirect, special, incidental, or consequential damages, or any damages whatsoever, arising out of the use or inability to use the material in this publication or any related material. The copyright holder is not liable for any damages, including but not limited to, direct, indirect, special, incidental, or consequential damages, or any damages whatsoever, arising out of the use or inability to use the material in this publication or any related material. The copyright holder is not liable for any damages, including but not limited to, direct, indirect, special, incidental, or consequential damages, or any damages whatsoever, arising out of the use or inability to use the material in this publication or any related material.



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CONCEPT PLAN

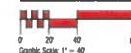


Exhibit D - Concept Elevation Plan



elevation study 2 level unit

(16)



elevation study 3 level unit

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-146-2021



MEETING DATE(S)

Planning & Zoning Commission: January 11, 2022 (continued from December 28, 2021)

City Council: January 18, 2022

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held January 11, 2022, the Commission voted 7-0 to recommend approval of zoning change ZDC-146-2021, subject to all staff comments.

CAPTION

Public Hearing on a request by Yomi and Siyanade Fayiga for a **Zoning Change** from a Future Development Zoning to **Planned Development-General Retail** zoning district, located along Broadhead Road, East of Robbie E. Howard Junior High School (Property ID 178923) - Owner: EQUITY TRUST COMPANY CUSTODIAN FBO (ZDC-146-2021)

APPLICANT REQUEST

The applicant is requesting to rezone the subject property from Future Development to Planned Development-General Retail to allow for a Planned Development consisting of retail (front of property) and townhomes (rear of property).

CASE INFORMATION

Applicant: Yomi and Siyanade Fayiga

Property Owner(s): Equity Trust Company Custodian FBO

Site Acreage: 4.649 acres

Current Zoning: Future Development

Requested Zoning: Planned Development - General Retail

SUBJECT PROPERTY

General Location: Located along Broadhead Road, East of Robbie E. Howard Junior High School

Parcel ID Number(s): 178923

Existing Use: Undeveloped

Development History: N/A

Exhibit E - Staff Report

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	SF1	Waxahachie Sports Complex
East	PD-GR	Knights of Columbus
South	PD-SF2	Buffalo Ridge Addition Ph. III
West	SF1	Robbie E. Howard Jr. High School

Future Land Use Plan: Public/Semi-Public

Comprehensive Plan: 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 Broadhead Rd.

Site Image:



PLANNING ANALYSIS

Applicant Request

Exhibit E - Staff Report

(16)

The applicant is requesting to rezone the subject property from Future Development to Planned Development-General Retail to allow for a Planned Development consisting of retail (front of property) and townhomes (rear of property).

Proposed Use

The applicant is requesting approval for a Planned Development to accommodate development of a retail pad site (front of the property) and townhome lots (rear of the property) on 4.649 total acres located along Broadhead Road, east of Robbie E. Howard Junior High School. The townhomes within the development will consist of 21 townhome lots, with one main access being provided from Broadhead Rd. The townhomes will be individually owned, and 12 of the units (along east and west boundaries of the property) will be 3-story rear entry townhomes; while the remaining 9 units (2-story) along the rear of the property will be front entry. The development will also provide a connection to an existing hike/bike trail (adjacent to Robbie E. Howard Junior High School) in the rear of the development.

Changes since the November 23, 2021 Planning and Zoning Meeting

Townhomes

- Reduced townhome lot count from 22 to 21
- Proposing 3-story townhomes along western (6 units) and eastern (6 units) boundaries of the property (*applicant originally proposed 2-story*)
- Rear entry lot sizes will be 2,500 sq. ft. (Front entry lots will remain 3,680 sq. ft.)
- Building Setbacks for the development shall be:
 - o Front Setback (Front Entry): 20 ft. (originally 15 ft.)
 - o Front Setback (Rear Entry): 10 ft. (originally no rear entry proposed)
 - o Side Setback: 10 ft.
 - o Rear Setback (Front Entry): 10 ft.
 - o Rear Setback (Rear Entry): 5 ft. (originally no rear entry proposed)

Landscaping

The applicant intends to meet the landscape requirements per the City of Waxahachie Zoning Ordinance. The applicant intends to include species such as Crepe Myrtle, Redbud trees, Yaupon holly, and Lantana and Irises within the development.

Building Design/Facade

The townhomes within the development is proposed to be primarily constructed of brick, stucco, and fiber cement cladding.

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 12: Promote growth of the community where infrastructure exists.

STAFF CONCERNS/APPLICANT RESPONSES

At the November 23, 2021, Planning and Zoning meeting, staff discussed several concerns for the proposed development. Below is a list of the aforementioned staff concerns, as well as statements explaining how the applicant addressed the concerns.

Exhibit E - Staff Report

(16)

Rear Alley Access

The applicant is proposing 12 of the 21 units to have rear alley access along the eastern and western boundaries of the property.

Open Space

The applicant has incorporated three (3) open spaces lots within the development.

Parking

There will be two (2) attached garages per unit. The applicant will also provide spaces for guests along the curb of the main drive.

Architectural Features/Development Transition

The applicant is providing an 8-foot-tall masonry screening wall and landscape buffer to help separate the townhomes from the retail portion within the development. Per the Elevation Concept Plan, the applicant has also incorporated windows and façade features along the side of the townhome structures that will face Broadhead Rd.

Turn Radius

Due to the applicant revising the layout of the lot, staff has no further concerns regarding the turn radius for the development.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, **16** 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 one (1) letter of support for the proposed development.

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. A mutually agreed upon Development Agreement must be signed by staff and the applicant.
 2. A detailed site plan for the development be reviewed by City Council as well.

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. Development Agreement/Ordinance
3. Location Exhibit
4. Planned Development Regulations
5. Concept Plan
6. Concept Elevation Plan
7. Staff Report

Exhibit E - Staff Report

(16)

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:

Zack King

Planner

zking@waxahachie.com

Reviewed by:


Jennifer Pruitt, AICP, LEED-AP, CNU-A

Director of Planning

jennifer.pruitt@waxahachie.com



Memorandum

To: Honorable Mayor and City Council
 From: James Gaertner, Director of Public Works & Engineering
 Thru: Michael Scott, City Manager 
 Date: January 18, 2022
 Re: Dove Hollow Phase 1 Oversized Participation of 16-inch Water and Roadway

On Tuesday, January 18, 2022, a Roadway and Water Line Oversized Participation Agreement in the amount of \$462,075.18, with GRBK EDGEWOOD LLC will appear before City Council for consideration. Specifically, this agreement will provide for the Dove Hollow Phase 1 development oversizing of the following:

1. **Vista Way Roadway** – Vista Way is part of the City's Master Thoroughfare Plan. The limits of the proposed Vista Way is from North Grove Blvd to the north end of Dove Hollow Phase 1. This road shall have 4-lanes, divided with a median, and parallel parking on both sides of this thoroughfare. The developer paid for the entire road, but is responsible for half of Vista Way, and the city will reimburse the other half.
2. **16-inch Water Line** – This 16-inch water line is consistent with the City's Water Distribution System Master Plan. The 16-inch water line shall be installed along Vista Way for approximately 3,400-linear feet along Vista Way. The limits of this 16-inch water line are from North Grove Blvd to the north end of Dove Hollow Phase 1. The developer paid for the 16-inch waterline, but is responsible for the cost of a 12-inch water line and the city will reimburse the cost to oversize to a 16-inch water line.

The city's portion of the Roadway oversize participation is \$331,095.18 and staff recommends funding from Roadway Impact Fees from Service Area 2. The city's portion of the 16-inch Water Line oversized participation is \$130,980.00 and staff recommends funding from the Water Impact Fee Fund.

**ROADWAY IMPACT FEE & WATER LINE OVERSIZE PARTICIPATION
AGREEMENT**

THIS ROADWAY IMPACT FEE & WATER LINE OVERSIZE PARTICIPATION AGREEMENT (the "Agreement") is dated to be effective as of _____, 2022 (the "Effective Date") is entered into by and between the CITY OF WAXAHACHIE, TEXAS, a municipal corporation existing under the law of the State of Texas (the "City"), and GRBK EDGEWOOD LLC, (the "Developer").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

- A. Developer owns that certain real property in Waxahachie, Texas currently being developed into the subdivision known as "Dove Hollow" (the "Development").
- B. Pursuant to that certain Agreement to Grant Access and Right-of-Way dated to be effective August 27, 2018 (as assigned and amended (the "ROW Agreement") by and between JHH Property Acquisition Services and GRBK Edgewood LLC (as successor in interest to D2 Investments, Inc.), Developer has an obligation to construct that certain right-of-way known as "Vista Way" throughout current and future phases of the Development.
- C. The portion of Vista Way being constructed as part of Phase 1 (herein so called) of the Development is shown on Exhibit "A" attached hereto and incorporated herein by reference.
- D. The City's Water Master Plan indicates a 16-inch diameter water line running north from North Grove Boulevard through Phase 1 and continuing on through future phases of the Development. The City has agreed to reimburse Developer for the cost of oversizing from 12-inch to 16-inch diameter water line, including the oversizing of valves and other appurtenance in Phase 1 as set forth herein.
- E. Developer shall construct (i) approximately 1,610-linear feet of 16-inch diameter water line off site along Vista Way within the Oasis at North Grove development, as shown on the 16-inch waterline Plan/Profile engineering sheets attached hereto and made a part hereof as Exhibit "B-1", (ii) approximately 1,790-linear feet of 16-inch diameter water line along Vista Way within Phase 1 of the Development, as shown on the 16-inch waterline Plan/Profile engineering sheets attached hereto and made a part hereof as Exhibit "B-2". A separate agreement will be prepared for the oversize participation in future phases.
- F. Developer has provided the City with a quote from KCK Utility Construction, dated March 18, 2021, which is attached hereto and made a part hereof as Exhibit "C". The amount attributable to the oversize construction of a 16-inch waterline instead of a 12-inch waterline within North Grove and Phase 1 of the Development is \$130,980.00, as shown on Exhibit "D" attached hereto and incorporated herein. Only the charges applicable to the upsize from 12" to 16" along Vista Way (including all appurtenances) are included in the oversize

participation amount. This price for construction of the 16-inch water line is a reasonable quote as compared to various construction projects of the same or similar magnitude that the City has constructed. The City shall be and hereby agrees to be responsible for \$130,980.00 for oversize participation cost of the 16-inch water line size construction per Exhibit "D".

- G. The City's Master Thoroughfare Plan indicates an 80-foot Right-of-Way that aligned with S. Vista Way and extends North of North Grove Blvd. to Grove Creek Road to be constructed in various phases of the Development. The City has agreed to reimburse Developer for half of the Vista Way.
- H. As part of the completion of Phase 1 of the Development, Developer shall construct approximately 3,084-linear feet of 6" Reinforced Concrete Street Pavement North of North Grove Blvd as shown in Exhibit "E". The bid price received by Developer for said construction of one-half of Vista Way in Phase 1 of the Development is \$331,095.18. Developer provided a quote from Chris Harp Construction, LLC dated February 9, 2021, which is attached hereto and made a part hereof as Exhibit "F". The City shall reimburse Developer in the amount of \$331,095.18 for the Vista Way roadway construction in Phase 1 of the Development per Exhibit "G". The parties will prepare a separate agreement to address the cost of constructing the portion of Vista Way in future phases of the Development.
- I. The total water and roadway impact fee reimbursement for Phase 1 of the Development shall be \$462,075.18, as set forth herein.
- J. The City shall make payment to Developer in the amount of \$462,075.18 within 30 days after issuing the City's Public Works final acceptance letter for the public infrastructure (streets, water, sewer, drainage, etc.) for Phase 1 of the Development.

EXECUTED this _____ day of _____, 2022.

CITY OF WAXAHACHIE, TEXAS

GRBK EDGEWOOD LLC

By: _____

By: 38

Printed Name: _____

Printed Name: BOBBY SAMUEL

Title: _____

Title: VICE PRESIDENT