



Life Connected.

**PLANNING & ZONING COMMISSION
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, FEBRUARY 18, 2020
5:30 PM**

AGENDA

I. CALL TO ORDER:

The Chairman will call the meeting to order, establish a quorum, and lead those present in a salute to the American and Texas Flags.

II. WORKSESSION:

The Planning and Zoning Commission will convene in a Worksession to receive the Director's report, discuss future agenda items, update on Council actions, training topics, and request for new business consideration. The meeting is open to the public.

III. CONSENT AGENDA:

Items are considered self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the Planning & Zoning Commission.

A. Minutes Approval:

1. Minutes from the January 21, 2020, Planning & Zoning Commission meeting.

- B. Consider and act upon a Final Plat for Wilson Creek Meadows Phase 1, approximately 39 acres situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas; generally located south of Choate Parkway and approximately 1,100 feet east of future Coit Road (Wilson Creek Meadows Phase 1 Final Plat).

IV. PUBLIC HEARINGS/ACTION ITEMS:

- A. Conduct a Public Hearing to consider and make a recommendation on a request to rezone approximately 30 acres of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 1,000 feet south of Glendening Parkway and approximately 1,400 feet west of Old Log Trail, within the Extraterritorial Jurisdiction (ETJ). (Glen Crossing West Zoning)

- B. Conduct a Public Hearing to consider and make a recommendation on a request to zone approximately 26 acres of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 2,600 feet east of Preston Road and north of FM 455, within the Extraterritorial Jurisdiction (ETJ). (Crosswood Creek Zoning)
- C. Conduct a public hearing to consider and make a recommendation on a development agreement including the adoption of Development Regulations, for a wedding venue on approximately 11 acres of land, generally located approximately 3,000 feet east of Preston Road and south of Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Celina Wedding Venue DA)
- D. Conduct a public hearing to consider testimony and make a recommendation on a development agreement including the adoption of Development Regulations, for a mixed-use development on approximately 61 acres of land, generally located north of FM 455 and east of Preston Road, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Ousley Family DA)
- E. Conduct a Public Hearing to consider and make a recommendation on a request to rezone approximately 138 acres of land from Agricultural District (AG), to Planned Development (PD) with Dallas North Tollway Overlay (DNTO) base zoning, generally located west of Dallas Parkway and south of the future Outer Loop, within the City Limits. (Stearman Tract PD Zoning)

V. **ADJOURNMENT:**

The Board reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Chapter 551.

"I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ____ a.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

City Staff
City of Celina, Texas

Date Notice Removed

Celina Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf, or hearing impaired, or readers of large print, are requested to contact the City Secretary's Office at 972-382-2682, or fax 972-382-3736 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



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**PLANNING & ZONING COMMISSION
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, JANUARY 21, 2020
5:30 PM**

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Ben Hangartner	City of Celina	Chairman	Present	
Shelby Barley	City of Celina	Vice Chairman	Present	
Shawn Bain	City of Celina	Commissioner	Present	
Mitch Freeman	City of Celina	Commissioner	Absent	
Charles Haley	City of Celina	Commissioner	Present	5:50 PM
Jace Ousley	City of Celina	Commissioner	Present	
Eric Becker	City of Celina	Commissioner	Present	
Dusty McAfee AICP	City of Celina	Director of Development Services	Present	
Madhuri Mohan AICP	City of Celina	Planning Manager	Present	
Raha Pouladi	City of Celina	Senior Planner	Present	
Jeannie Regan	City of Celina	Planning Technician	Present	

Chairman Hangartner called the meeting to order at 5:33 p.m. established a quorum, and led those present in a salute to the American and Texas Flags.

II. WORKSESSION:

A. Discussion on City's Growth Strategies. (Growth Strategies):

Dusty McAfee, Director of Development Services, presented the item.
The commissioners asked general questions about the City's strategies.

III. CONSENT AGENDA:

Minutes Acceptance: Minutes of Jan 21, 2020 5:30 PM (Minutes Approval)

A. Minutes Approval:

1. Minutes from the December 17, 2019, Planning & Zoning Commission meeting.
- B. Consider and act upon a Final Plat for Prairie Crossing, approximately 3 acres situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas; generally located north of Frontier Parkway and west of the BNSF Railroad. (Prairie Crossing Final Plat).
- C. Consider and act upon a Final Plat for Mustang Lakes Phase 4, approximately 4 acres situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas; generally located south of Ownsby Parkway and west of future Custer Road, within the City Limits. (Mustang Lakes Phase 4 Final Plat).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shelby Barley, Vice Chairman
SECONDER:	Eric Becker, Commissioner
AYES:	Hangartner, Barley, Bain, Haley, Ousley, Becker
ABSENT:	Freeman

IV. **PUBLIC HEARINGS/ACTION ITEMS:**

- A. Conduct a public hearing to consider testimony and act upon a request to rezone approximately 10 acres of land from Agricultural District (AG), to Planned Development (PD) with Industrial District (I) base zoning; generally located north of County Road 53 and approximately 1,000 feet west of the BNSF Railroad, within the City Limits. (Preferred Materials Planned Development)

Raha Pouladi, Senior Planner, presented the staff report.

Applicant, J. Martin Sanchez, CEO of Sanchez & Associates, LLC, 2000 N. McDonald Street, McKinney, Texas, 75071, presented the item and was available for questions.

Dale Bainum, 3541 Heritage Trail, Celina, Texas, 75009, asked questions about water pollution, number and placement of batch plants in Celina, the low truck traffic as it relates to taxes, and if the high intensity uses will extend to the east of Preston Road.

The commissioners discussed the item.

Martin Sanchez and Mr. McAfee answered questions from the public and the commissioners.

No one else came forward to speak and the public hearing was closed.

Commissioner Haley motioned to approve the item as proposed.

Commissioner Bain seconded the item.

All were in favor, and the item was approved.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles Haley, Commissioner
SECONDER:	Shawn Bain, Commissioner
AYES:	Hangartner, Barley, Bain, Haley, Ousley, Becker
ABSENT:	Freeman

V. **ADJOURNMENT:**

Chairman Hangartner adjourned the meeting at 6:29 p.m.

Minutes Acceptance: Minutes of Jan 21, 2020 5:30 PM (Minutes Approval)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
From: Raha Pouladi, Senior Planner
CC: Dusty McAfee AICP, Director of Development Services
Date: February 18, 2020
Re: Wilson Creek Meadows Phase 1 Final Plat

Action Requested:

Consider and act upon a Final Plat for Wilson Creek Meadows Phase 1, approximately 39 acres situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas; generally located south of Choate Parkway and approximately 1,100 feet east of future Coit Road (Wilson Creek Meadows Phase 1 Final Plat).

Owner:

Celina Titus, LLC
106 Decker Drive, Suite 310
Irving, TX 75062

Applicant:

Kimley-Horn Associates
13455 Noel Road, Suite 700
Dallas, TX 75240

Background Information:

The Final Plat for Wilson Creek Meadows Phase 1 shows 124 single-family lots and eleven common area/HOA lots. Following approval, the plat will not be filed until all public improvements have been completed and accepted by the City.

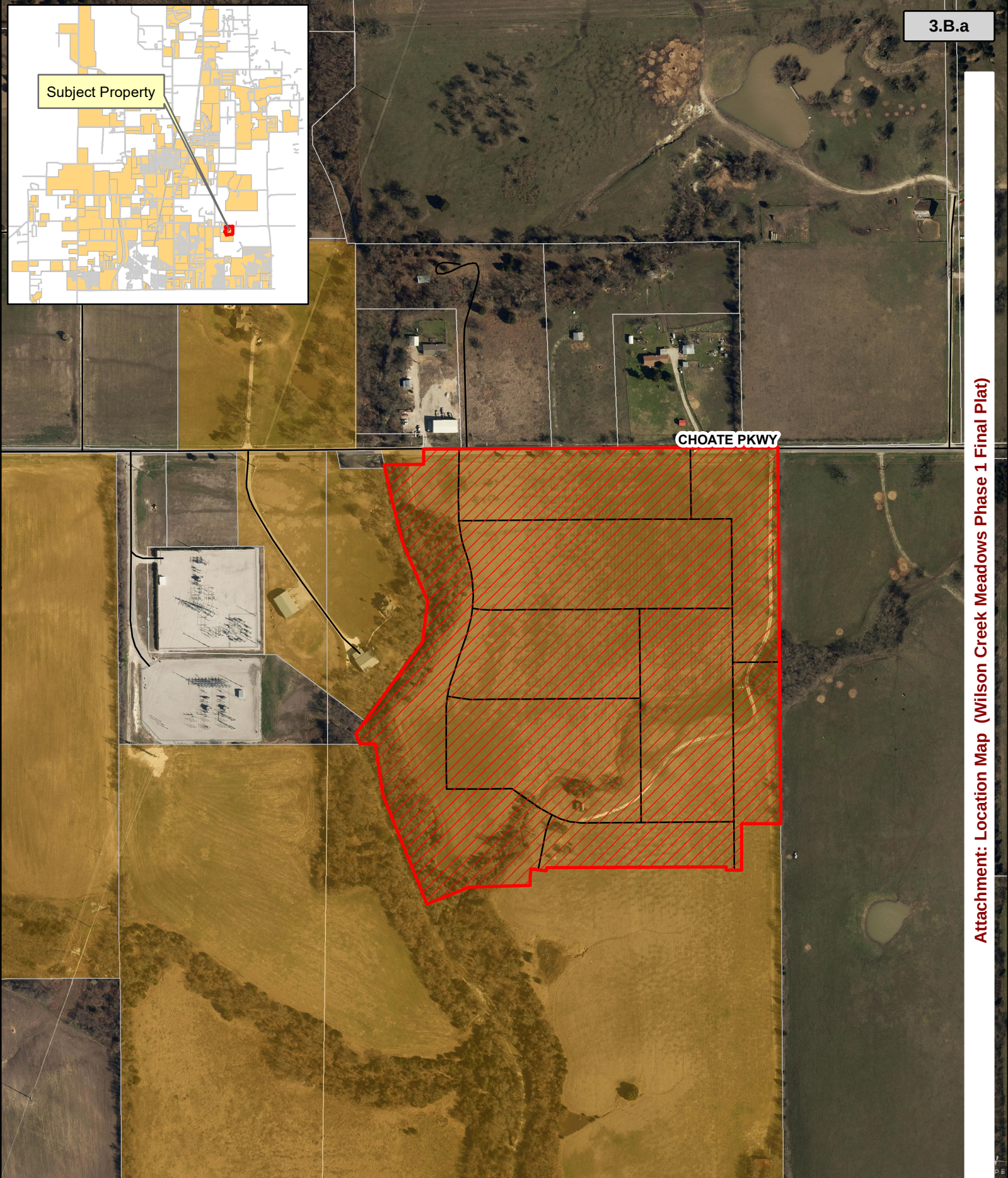
The Final Plat is in conformance with the Planned Development and Development Agreement. Plat approval is not discretionary - if the plat meets all applicable standards and regulations, State law requires the City to approve the plat. Staff recommends approval of the plat, per all the conditions stipulated by the Building Official and the Engineering Department.

Supporting Document:

- Location Map
- Final Plat

Staff Recommendation:

Staff recommends approval on the condition that all staff comments are addressed and that the project is inspected and accepted by the City prior to the plat being filed.



Attachment: Location Map (Wilson Creek Meadows Phase 1 Final Plat)

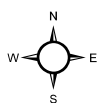


Location Map Wilson Creek Meadows

Date: 2/4/2020

Legend

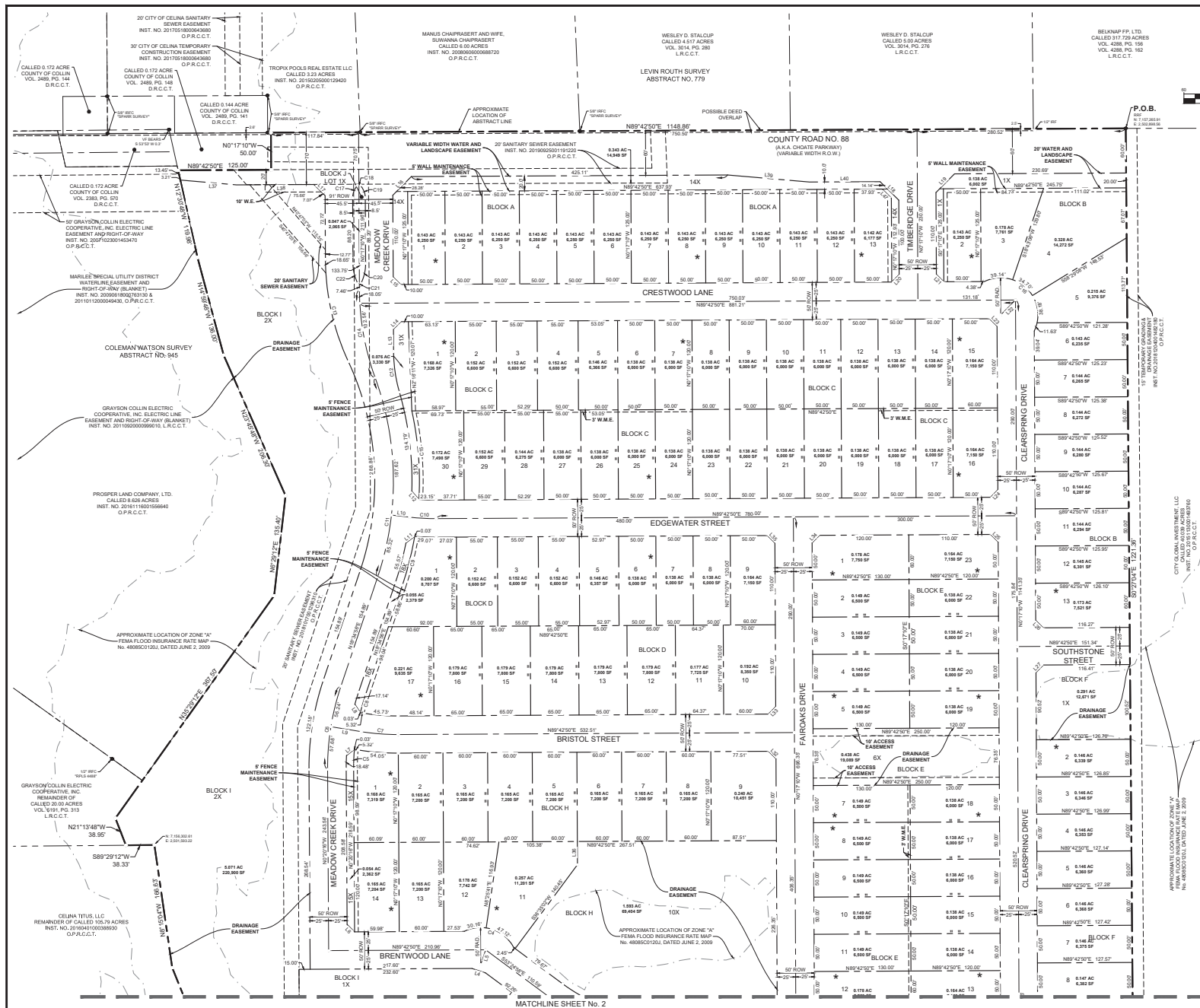
- WilsonCreekMeadows
- Roads
- City Limits
- Parcels



0

Packet Pg. 7

feet



NOTES:

- 1) All corners set are monumented with a 5/8 inch iron nail with red plastic cap stamped "04A".
- 2) According to Community Plan No. 4800520102 dated June 2, 2000 of the National Flood Insurance Community, Texas, Federal Emergency Management Agency, Federal Insurance "X" delineated (not at flood special hazard area) and zone "A" (special flood hazard zone) flood statement shall not create liability on the part of the district.
- 3) The following are based on the National Flood Insurance Community Flood Protection of 1983, North Texas, 18th dimensions shown are ground distances. To obtain a grid distance, multiply by Factor (F) of 0.99992222. All coordinates shown are Texas State Plane North.
- 4) Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinances regarding utility easements and building setbacks.
- 5) Proposed lot divide: 3.24 D U Acres
- 6) Section note PD-82.
- 7) All corners lots "X" Block "A" Lot 14X, Block 1, Lot 15X, Block 3, Lot 16X, Block 3, Lot 17X, Block 10 and 15X, Block 12, Block 1 and Lot 17X (not at flood and easement material)
- 8) All corner areas lots comply can obtain a public trail and shall provide an access easement for the.
- 9) All lots comply with the minimum zone requirements of the zoning district.
- 10) This property is subject to changes relating to impact fees and the applicant should contact the City Engineer for more information.
- 11) This plot does not or remove existing deed restrictions, if any, on this property.
- 12) No mineral facilities are permitted on or at least 2 feet above the 100 year flood plain.
- 13) No overhead utility line elevations on this property.
- 14) Sweeping walks and fences along the easeway right-of-way line of Meadow Creek D Homeowners Association (Meadow Creek) West Monticello Estates and the Fence Maint. maintenance of sweeping walks and fences along the easeway right-of-way line of Meadow Creek D Homeowners Association (Meadow Creek) West Monticello Estates and the Fence Maint.

LEGEND	
BR	BRON ROD FOUND
BRCD	BRON ROD FOUND WITH CAP
BRF	RAIL ROAD SPIKE FOUND
VF	"V" CUT FOUND
WM E	WALL MAINTENANCE EASEMENT
BL	BUILDING LINE
*	RESTRICTED DRIVEWAY
INST	INSTRUMENT NO.
VOL	VOLUME
PG	PAGE
DIRECT	DIED RECORDS, COLLIN COUNTY, TEXAS
LRCCT	LAND RECORDS, COLLIN COUNTY, TEXAS
DIRECT	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

SEE SHEET No. 2 FOR LINE & CURVE

FINAL PLAT
WILSON CREEK MI
PHASE 1

BLOCK A, LOTS 1-14; BLOCK
BLOCK C, LOTS 1-31; BLOCK
BLOCK E, LOTS 1-23; BLOCK
BLOCK G, LOTS 1-9; BLOCK
BLOCK I, LOTS 1-2; BLOC

124 RESIDENTIAL L
11 COMMON AREA |

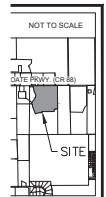
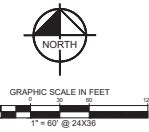
BEING 38.773 ACRES OUT
COLEMAN WATSON SURVEY, AB
CITY OF CELINA, COLLIN CO
CITY PROJECT # FP19

Kimley»»

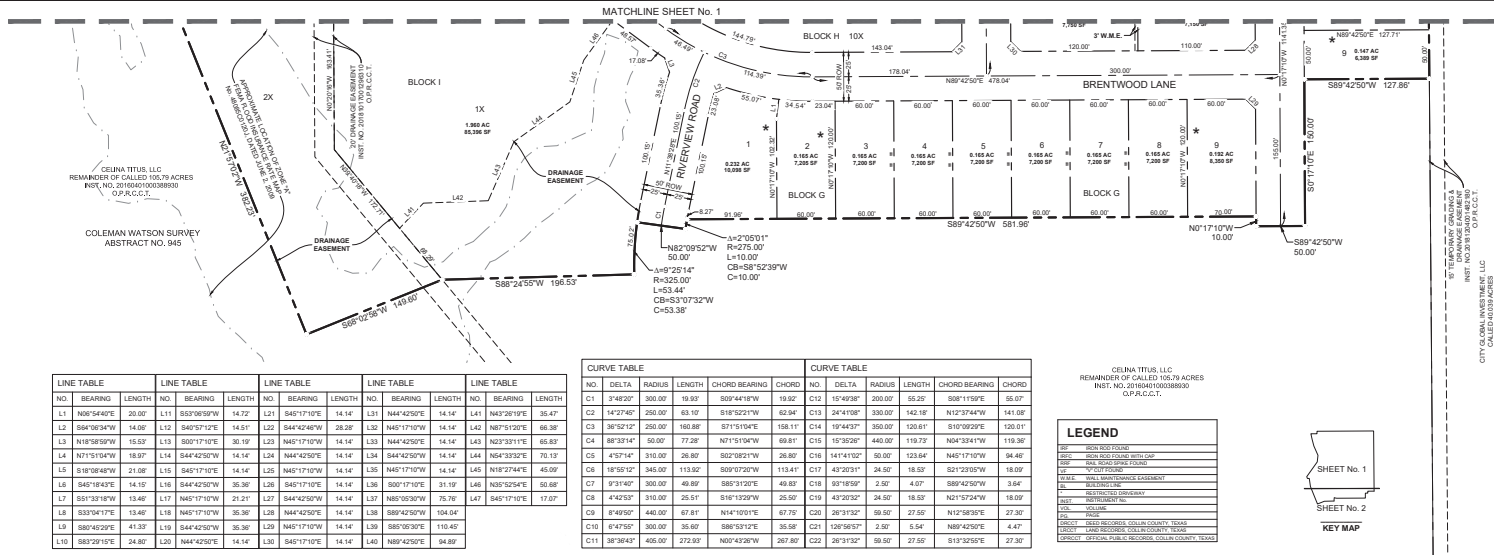
<u>Scale</u> 1" = 60'	<u>Drawn by</u> JMH	<u>Checked by</u> KHA	<u>Date</u> FEB. 20
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OWNER:
CELINA TITUS, LLC
106 DECKER DRIVE, SUITE 310
IRVING, TEXAS 75062
P: (214) 212-6326
CONTACT: TERRY MITCHELL

ENGINEER:
KIMLEY-HORN & ASSOCIATES
13455 NOEL RD
TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
TEL: (972) 770-1300
CONTACT: MATTHEW R. DUENWALD, P.E.



Attachment: Final Plat (Wilson Creek Meadows Phase 1 Final Plat)



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N08°54'00"E	20.00'	L11	S50°08'39"W	14.72'	L21	S40°17'10"E	14.54'	L31	N44°42'50"E	14.14'	L41	N43°28'19"E	35.47'
L2	S44°06'34"W	14.06'	L12	S40°57'12"E	14.51'	L22	S44°42'46"W	28.28'	L32	N45°17'10"W	14.14'	L42	N43°12'01"E	66.38'
L3	N18°58'59"W	15.53'	L13	S40°17'10"E	30.19'	L23	N45°17'10"W	14.14'	L33	N44°42'50"E	14.14'	L43	N43°33'11"E	65.67'
L4	N71°51'04"W	18.07'	L14	S44°42'50"W	14.14'	L24	N44°42'50"E	14.14'	L34	N44°42'50"E	14.14'	L44	N44°42'50"E	70.12'
L5	S18°08'49"W	21.08'	L15	S45°17'10"E	14.14'	L25	N45°17'10"W	14.14'	L35	N45°17'10"W	14.14'	L45	N18°27'44"E	45.09'
L6	S45°18'45"E	14.15'	L16	S44°42'50"W	35.36'	L26	S45°17'10"E	14.14'	L36	S45°17'10"E	31.19'	L46	N43°52'54"E	58.68'
L7	S51°31'19"W	13.48'	L17	N45°17'10"W	21.21'	L27	S44°42'50"W	14.14'	L37	N45°18'59"W	75.76'	L47	S45°17'10"E	17.07'
L8	S33°04'17"E	13.46'	L18	N45°17'10"W	35.36'	L28	N44°42'50"E	14.14'	L38	S45°17'10"E	104.04'			
L9	S80°42'50"E	41.33'	L19	S44°42'50"W	35.36'	L29	N45°17'10"W	14.14'	L39	S45°18'59"E	110.45'			
L10	S83°29'18"E	24.80'	L20	N44°42'50"E	14.14'	L30	S45°17'10"E	14.14'	L40	N45°18'59"E	94.89'			

CURVE TABLE					CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH
C1	3°48'20"	300.00'	19.93'	S89°44'18"W	19.92'	C12	15°49'38"	200.00'	65.20'
C2	14°27'40"	250.00'	63.10'	S18°32'21"W	62.94'	C13	24°41'08"	300.00'	142.18'
C3	36°52'12"	200.00'	160.86'	S71°51'04"E	158.11'	C14	19°44'33"	350.00'	120.61'
C4	88°33'14"	50.00'	77.28'	N71°51'04"W	69.81'	C15	15°35'28"	440.00'	119.73'
C5	4°57'14"	310.00'	26.80'	S27°58'21"W	26.80'	C16	14°14'10"	50.00'	123.64'
C6	18°55'12"	345.00'	113.02'	S59°07'25"W	113.41'	C17	43°20'31"	54.00'	18.52'
C7	0°14'46"	300.00'	98.99'	S82°31'25"E	49.85'	C18	50°49'59"	2.50'	4.07'
C8	4°42'55"	310.00'	26.51'	S18°12'29"W	26.50'	C19	43°20'32"	34.50'	18.52'
C9	8°49'50"	440.00'	97.87'	N41°00'10"E	87.75'	C20	26°13'32"	19.50'	27.55'
C10	8°47'50"	300.00'	96.60'	S88°53'42"E	35.58'	C21	128°56'33"	2.50'	5.54'
C11	38°18'43"	405.00'	272.93'	N00°43'28"W	267.89'	C22	26°13'32"	59.00'	27.55'

LEGEND	
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OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS CELINA TITUS, LLC, is the sole owner of a tract of land situated in the Coleman Watson Survey, Abstract No. 945, City of Celina, Collin County, Texas and being a portion of a called 105.79-acre tract of land described in a Special Warranty Deed to Celina Titus, LLC, recorded in Instrument No. 20160401000388930, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a rail road spike found in County Road No. 88 (also known as Choate Parkway, variable width right-of-way) for the northeast corner of said 105.79-acre tract, common to the northwest corner of a called 40.039-acre tract of land described in a Warranty Deed with Vendor's Lien to City Global Investment, LLC, recorded in Instrument No. 20151130001403760, said Official Records, same being on the southerly line of a called 317.729-acre tract of land described in a Special Warranty Deed to Belknap FP, LTD, recorded in Volume 4288, Page 156, Land Records, Collin County, Texas;

THENCE South 0°27'04" East, departing the southerly line of said 317.729-acre tract and said County Road No. 88 and along the common line of said 105.79-acre tract and said 40.039-acre tract, a distance of 1221.36 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

THENCE in a westerly direction, departing said common line and crossing said 105.79-acre tract the following courses and distances:

South 89°42'50" West, a distance of 127.86 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

South 0°17'10" East, a distance of 150.00 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

South 89°42'50" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

North 0°17'10" West, a distance of 10.00 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

South 89°42'50" West, a distance of 581.96 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set at the beginning of a non-tangent curve to the left having a central angle of 2°05'01", a radius of 275.00 feet, a chord bearing and distance of South 6°52'39" West, 10.00 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 10.00 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

North 68°02'52" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set at the beginning of a non-tangent curve to the left having a central angle of 9°25'14", a radius of 325.00 feet, a chord bearing and distance of South 3°07'32" West, 53.38 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 53.44 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for the end of said curve to the left;

South 88°24'52" West, a distance of 196.53 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

South 68°02'58" West, a distance of 149.60 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner on the centerline of Wilson Creek;

North 21°57'02" West, generally along the centerline of said Wilson Creek, a distance of 382.23 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

North 6°15'04" West, generally along the centerline of said Wilson Creek, a distance of 166.63 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

South 89°29'12" West, generally along the centerline of said Wilson Creek, a distance of 38.33 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for the southernmost southeast corner of a called 20.00-acre tract of land described in a Warranty Deed to Grayson Collin Electric Cooperative, INC., recorded in Volume 5191, Page 313, said Land Records, common to an angle point in the westerly line of said 105.79-acre tract;

THENCE North 21°13'48" West, generally along the centerline of said Wilson Creek and along the westerly line of said 105.79-acre tract and the easterly line of said 20.00-acre tract, a distance of 38.95 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

THENCE North 35°29'12" East, generally along the centerline of said Wilson Creek and continuing along the westerly line of said 105.79-acre tract and the easterly line of said 20.00-acre tract and along the easterly line of a called 8.626-acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Land Company, LTD., recorded in Instrument No. 20161116001556640, said Official Public Records, a distance of 367.50 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

THENCE in a northerly direction, generally along the centerline of said Wilson Creek and along the common line of said 105.79-acre tract and said 8.626-acre tract, the following courses and distances:

North 6°29'12" East, a distance of 135.40 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

North 23°45'48" West, a distance of 206.30 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

North 14°59'48" West, a distance of 136.00 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

North 12°30'48" West, a distance of 119.98 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for the westernmost northwest corner of said 105.79-acre tract, common to the southwest corner of a called 0.172-acre tract of land described in a deed to the County of Collin, recorded in Volume 2489, Page 1448, Deed Records, Collin County, Texas, same being in said County Road No. 88;

THENCE North 89°42'50" East, departing the easterly line of said 8.626-acre tract and along the common line of said 105.79-acre tract and said 0.172-acre tract and along said County Road No. 88, a distance of 125.00 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for corner;

THENCE North 0°17'10" West, continuing along said common line and along said County Road No. 88, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KH4" set for the northernmost northwest corner of said 105.79-acre tract, common to the northeast corner of said 0.172-acre tract, same being on the southerly line of a called 3.23-acre tract of land described in a Warranty Deed with Vendor's Lien to Tropia Pools Real Estate, LLC, recorded in Instrument No. 20150205000129420, said Official Public Records;

THENCE North 89°42'50" East, along the northerly line of said 105.79-acre tract and along the southerly lines of said 3.23-acre tract and a called 6.00-acre tract of land described in a Warranty Deed with Vendor's Lien to Manas Chairpant and wife, Suwanee Chairpant, recorded in Instrument No. 20080606000688720, said Official Public Records, and a called 4.517-acre tract of land described in a Warranty Deed to Wesley D. Stalcup, recorded in Volume 3014, Page 260, said Land Records, and a called 5.00-acre tract of land described in a Warranty Deed to Wesley D. Stalcup, recorded in Volume 3014, Page 276, said Land Records, and the aforementioned 317.729-acre tract, and along said County Road No. 88, a distance of 1148.86 feet to the **POINT OF BEGINNING** and containing 38.773 acres (1,688.98 sq. ft.) of land, more or less.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT CELINA TITUS, LLC, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the heretobove described property as **WILSON CREEK MEADOWS, PHASE 1**, an addition to the City of Celina, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

By: **CELINA TITUS, LLC**

Terry Mitchell
Manager
Celina Titus, LLC

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared Terry Mitchell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

Printed Name
My Commission Expires: _____

CERTIFICATION OF REGISTERED PROFESSIONAL SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and was prepared from an actual survey of the property made under my supervision on the ground.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6481
Kinley-Horn and Associates, Inc.
6162 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kinley-horn.com

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority in and for Collin County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

Printed Name
My Commission Expires: _____

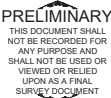
CERTIFICATE OF JVAL

Approved _____ Date _____, 20____

City Development Official
City of Celina, Texas

Witness by hand this _____ d _____, 20____

ry
a, Texas



FINAL PLAT
WILSON CREEK MEADOWS,
PHASE 1

BLOCK A, LOTS 1-14; BLOCK
BLOCK C, LOTS 1-31; BLOCK
BLOCK E, LOTS 1-23; BLOCK
BLOCK G, LOTS 1-9; BLOCK
BLOCK I, LOTS 1-2; BLOCK

124 RESIDENTIAL L
11 COMMON AREA I

BEING 38.773 ACRES OUT
COLEMAN WATSON SURVEY, AB
CITY OF CELINA, COLLIN CO
CITY PROJECT # FP19

Kimley

6162 Warren Pkwy., Suite 210
Frisco, Texas 75034

Scale	Drawn by	Checked by	Date
N/A	JMH	KHA	FEB. 21

OWNER:
CELINA TITUS, LLC
106 DECKER DRIVE, SUITE 310
IRVING, TEXAS 75062
P: (214) 212-6326
CONTACT: TERRY MITCHELL

ENGINEER:
KIMLEY-HORN & ASSOCIATES
13455 NOEL RD
TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
TEL: (972) 770-1300
CONTACT: MATTHEW R. DUENWALD, P.E.

WILSON CREEK MEADOWS,
PHASE 1

1-13;
1-18;
1-9;
1-15;
1

O. 945
AS

6162 Warren Pkwy., Suite 210
Frisco, Texas 75034
Tel: (972) 335-3580
Fax: (972) 335-3582
Sheet No. 22900 of 3

Attachment: Final Plat (Wilson Creek Meadows Phase 1 Final Plat)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Dusty McAfee AICP, Director of Development Services
 Date: February 18, 2020
 Re: Glen Crossing West Zoning

Action Requested:

Conduct a Public Hearing to consider and make a recommendation on a request to rezone approximately 30 acres of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 1,000 feet south of Glendening Parkway and approximately 1,400 feet west of Old Log Trail, within the Extraterritorial Jurisdiction (ETJ). (Glen Crossing West Zoning)

Owner:

W/J CR 55 LP
 600 N Pearl Street, Suite 650
 Dallas, TX 75201

Background Information:

In October 2018, the City approved a development agreement for a single-family subdivision (approximately 30 acres) that outlined the future annexation and development regulations for the subject property. The proposed Planned Development is in conformance with the approved DA. Both the DA and the annexation will be considered by City Council in March.

Board Review/Citizen Input:

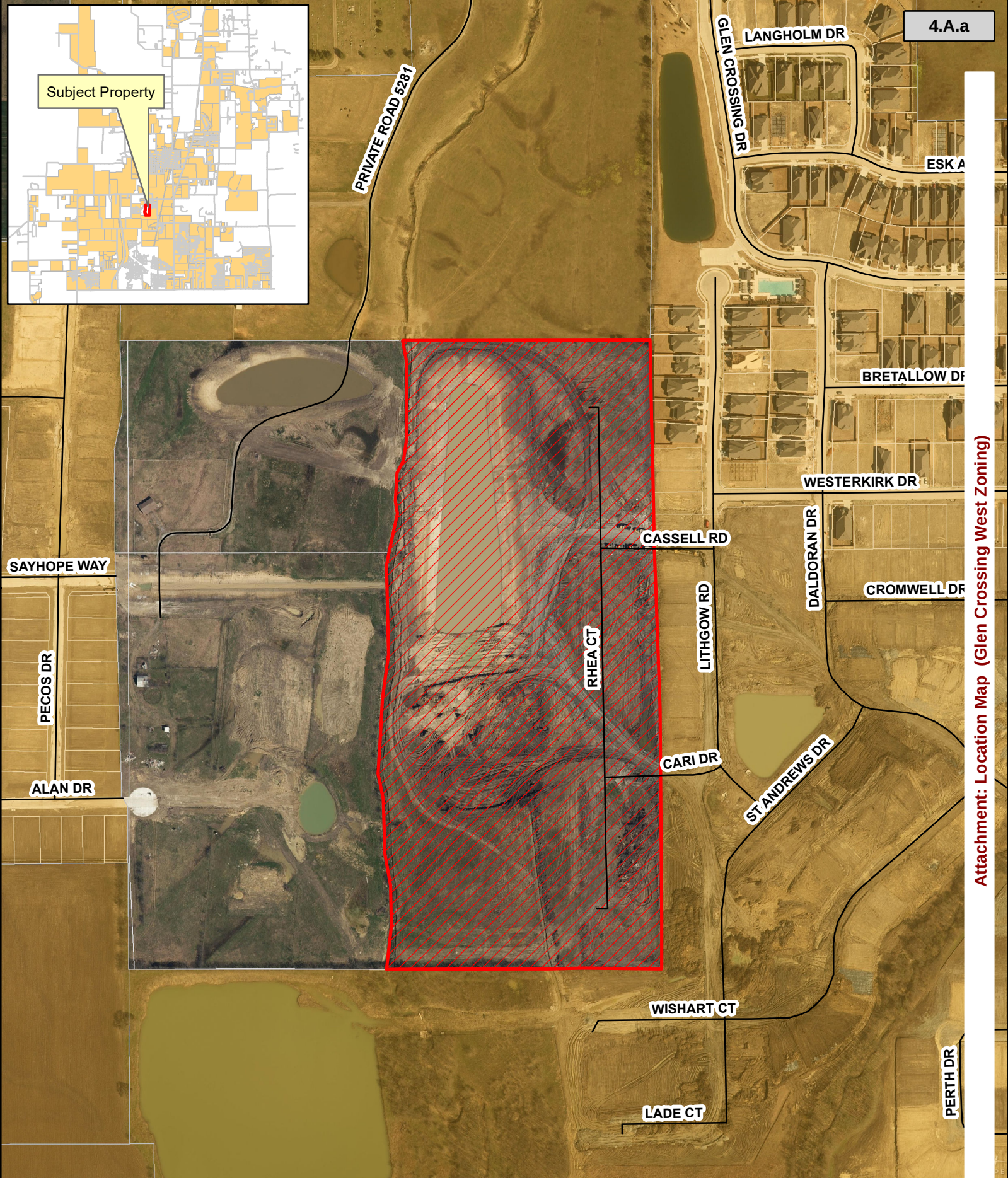
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Approved Development Agreement
- Staff Presentation

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Glen Crossing West Zoning)

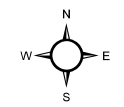
4.A.a



Location Map Glen Crossing West

Date: 2/4/2020

- Legend**
- Roads
 - GlenCrossingWest
 - City Limits
 - Parcels



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DEVELOPMENT AGREEMENT
(Glen Crossing West)

This Development Agreement (this "Agreement") is entered into by and between **Celina 52 East, L.P.**, a Texas limited partnership, (the "Owner") and the **City of Celina** (the "City"), to be effective on the date on October 9, 2018 ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, Celina 52 East, LP owns an approximately 29.303 acre tract of land located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and described by metes and bounds and depicted on Exhibit A (the "Property"); and

WHEREAS, W/J CR 55 LP, a Texas limited partnership, has entered into a contract with the Owner to purchase the Property; and

WHEREAS, upon W/J CR 55, LP's acquisition of fee simple title to the Property, W/J CR 55, LP shall automatically be substituted for Celina 52 East, L.P. as the "Owner," and shall automatically become an "Assignee" and a "Party," for all purposes under this Agreement without action required of any of the Parties; and

WHEREAS, land adjacent to the Property is located wholly within the City of Celina City limits, and is zoned as Planned Development by Ordinance No. 2015-13 ("Tract 1"); and

WHEREAS, the Owner intends to develop the Property as a master planned residential development consisting of single-family homes; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as Exhibit B (as amended in accordance with this Agreement, the "Concept Plan") and the development standards attached hereto as Exhibit C (the "Development Standards"); and

WHEREAS, the Owner intends to construct or fund the water, wastewater, roadway, and drainage public infrastructure necessary to serve the development of the Property (the Public Infrastructure"); and

WHEREAS, the Public Infrastructure does not include any off-site or oversized public

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Attachment: Approved DA (Glen Crossing West Zoning)

infrastructure; and

WHEREAS, the City holds the certificates of convenience and necessity to provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property; and

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I **GENERAL TERMS AND DEFINITIONS**

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, including the City's uniform engineering design standards, as they exist or may be amended.

Concept Plan means the concept plan as shown in Exhibit B, as amended in accordance with this Agreement.

Owner means Celina 52 East, L.P., a Texas limited partnership until W/J CR 55, LP, a Texas limited partnership, acquires fee simple title to the Property, after which W/J CR 55, LP shall be the Owner.

PID is defined in Section 2.4.

PID Act is defined in Section 2.4(a).

PID Project Costs is defined in Section 2.4(c).

Property means the real property described by metes and bounds and depicted on Exhibit A.

Public Improvements is defined in Section 2.4(a).

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Attachment: Approved DA (Glen Crossing West Zoning)

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property.

ARTICLE II **PUBLIC INFRASTRUCTURE AND PID FINANCING**

2.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed, installed, and inspected in compliance with the City Regulations.

2.2 Trail System. The Owner shall construct a ten-foot wide concrete hike/bike trail with trees and park benches, as generally depicted and described on Exhibit D, with the public improvements required by the final plat for the Property or the final plat for phase 2 of Glen Crossing at Owner's option. The final design of the trail is subject to the mutual approval of the City and the Owner. The Owner's obligation to construct the trail is subject to the City (a) making tax increment financing district funds legally available to reimburse at least \$400,000 of the costs, subject to availability without changing the percent of City contribution to the TIRZ, of the trail design and construction; and (b) entering into a legally binding agreement with the Owner for such reimbursement. All costs for the trail in excess of the amount provided by 2.2(a) above shall be funded by the Owner.

2.3 Ownership and Maintenance of Public Infrastructure and Other Improvements.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure, the City shall maintain and operate the water and wastewater Public Infrastructure and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure, the City shall maintain and own the roadways and storm water Public Infrastructure.

(c) If a homeowner's association is established, it shall maintain and operate the open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances. Such areas may be irrigated with any available water source, including, but not limited to, water from the retail water provider, ponds, or a water well. Said improvements shall not be maintained and operated by the City unless the Parties agree in writing to the terms and conditions of maintenance and operation by the City. However, the ten-foot width of the length of the trail described in 2.2 above will be dedicated to, and maintained by, the City commencing at the time that the trail system is connected to the planned master trail system of the City.

2.4 PID Financing.

(a) Following the receipt of a petition for creation of a public improvement district encompassing the Property (the "PID") that is in compliance with the Chapter 372 of the Texas Local Government Code (the "PID Act"), the City shall create the PID to fund all or a portion of the Public Infrastructure that will constitute a "public improvement under the PID Act, confer a special benefit upon the Property, and be described in the PID service and assessment plan (the "Public Improvements"). Concurrently with the Owner's submittal of the petition seeking creation of the

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Attachment: Approved DA (Glen Crossing West Zoning)

PID, the Owner shall deliver to the City a petition for dissolution of the PID, which shall be held in trust by the City and used by the City to dissolve the PID if W/J CR 55, LP does not acquire fee simple title to the Property within 180 days after the Effective Date.

(b) PID funding of the Public Improvements, as authorized by the PID Act and approved by the City, may include, to the maximum extent authorized by State law, annual payments by each owner to the City of PID assessments, and any other method approved by the Parties.

(c) The total estimated cost of the PID Improvements (the "PID Project Costs") will be as stated in the PID service and assessment plan, as amended.

(d) The City and the Owner will jointly determine the PID Project Costs and prepare a service and assessment plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the PID service and assessment plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the PID service and assessment plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

ARTICLE III **DEVELOPMENT REGULATIONS**

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations, except to the extent that the Concept Plan, attached as Exhibit B and the Development Standards, attached as Exhibit C, vary from those terms, then the Concept plan and the Development Standards shall control, and future amendments to the City Regulations shall not apply to the Property, unless Owner elects to apply the future amendments.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix, and general layout of the project. Changes to the Concept Plan are not required if such change does not substantially alter the layout of the project or change the land uses or density shown on the Concept Plan attached as Exhibit B, and such changes may be made by plat so long as the plat generally conforms to the Concept Plan. All other amendments to the Concept Plan require City Council approval. If the Concept Plan is amended, the new Concept Plan shall be attached to the official copy of this Agreement on file with the City Secretary.

3.2 Development Standard Revisions. The City Manager of the City may administratively approve the following "minor revisions" to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; and (d) a reduction in off-street parking of five percent (5%) or less. The City Council may permit exceptions to strict compliance with the Development Standards when the Owner demonstrates, to the

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Attachment: Approved DA (Glen Crossing West Zoning)

reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of the development.

3.3 Platting. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan.

3.4 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

3.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE IV **DEVELOPMENT PROCESS AND CHARGES**

4.1 Except as otherwise provided in this Article IV, the Developer shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, storm water fees, permit fees and inspection fees.

4.2 A fee may be charged to fund the City's reasonable costs of hiring a third party to review engineering plans in connection with the design and construction of water, sewer, drainage, and roadway improvements.

4.3 Other than what is required by the Development Standards and Section 2.2 above, no parkland dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required.

4.4 Notwithstanding anything to the contrary in this section or any ordinance or other regulation applicable to the Property, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, park maintenance fees, and other capital recovery fees, shall be charged against the Property other than the following: (a) park fees in the amount of \$1,500 per residential dwelling unit; (b) water capital recovery fees in the amount of \$2,000 per residential dwelling unit; (c) sewer/wastewater capital recovery fees in the amount of \$2,000 per residential dwelling unit; (d) roadway capital recovery fees in the amount of \$2,500 per residential dwelling unit; (e) technology capital recovery fees for conduit, fiber optic, and similar improvements in the amount of \$500 per residential lot, to be collected at the time of building permit issuance.

ARTICLE V TERM

The term of this Agreement shall start on the Effective Date and expire on the later of expiration of the TIRZ or, if PID bonds are issued, payment in full of any PID bonds. Notwithstanding the foregoing, if and W/J CR 55, LP or its designee does not acquire fee simple title to the Property within 180 days after the Effective Date, this Agreement shall become null and void and shall be of no further force or effect.

ARTICLE VI **ANNEXATION AND POST-ANNEXATION MATTERS**

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6.1 Annexation. Following W/J CR 55, LP's acquisition of the Property, and within ten (10) days of being requested to do so by the City which shall not be longer than one (1) year after the Effective Date, W/J CR 55, LP agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to W/J CR 55 by the City that may contain up to 29.3 additional acres (together all acreage the "Petition Property"). W/J CR 55, LP agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Petition Property, into the City's corporate limits. The annexation service plan for the Property shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, W/J CR 55, LP shall execute another voluntary annexation petition for the Petition Property, within ten (10) days of being requested to do so. Prior to annexation of the Petition Property, the City shall have considered this Agreement, shall have submitted to W/J CR 55, LP, and W/J CR 55, LP shall review and approve, an annexation service plan which service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and W/J CR 55, LP.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. This Agreement shall control over any zoning of the Property that is inconsistent with this Agreement.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

7.1 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 30 days 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 and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII

ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. With the exception of the automatic assignment to W/J CR 55, LP referenced in the Recitals, the obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Owner, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by the Owner to a non-affiliate or non-related entity of the Owner, other than W/J CR 55, LP upon its acquisition of fee simple title to the Property, without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by the Owner 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, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner 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.

8.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article IV, without the Owner's prior written consent, which consent shall not be unreasonably withheld.

8.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Section 9.1 below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.4 No Third-Party Beneficiaries. This Agreement only 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.

8.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement to any party other than W/J CR 55, LP:

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Attachment: Approved DA (Glen Crossing West Zoning)

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Owner must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Owner.

ARTICLE IX **RECORDATION AND ESTOPPEL CERTIFICATES**

9.1 **Binding Obligations.** This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement 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; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot ("an End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

9.2 **Estoppel Certificates.** From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X **ADDITIONAL PROVISIONS**

10.1 **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) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. 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.

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10.2 Notices. Any notice, 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 personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 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:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034
To the Owner:	Celina 52 East LP Attn: Jay Hawes / Rylan Yowell 10210 N. Central Expressway, Suite 300 Dallas, TX 75231
To W/J CR 55, LP:	W/J CR 55, LP Attn: Frank Murphy 600 N. Pearl Street Suite 650, L.B. 149 Dallas, TX 75201
With a copy to:	Shupe Ventura, PLLC Attn: Misty Ventura 9406 Biscayne Blvd. Dallas, TX 75218

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.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the 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.

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

10.5 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

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Attachment: Approved DA (Glen Crossing West Zoning)

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 Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner 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 and to the extent provided by law.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. With respect to the Property governed by this Agreement, the Parties acknowledge and agree that this Agreement supersedes and replaces that certain Development Agreement between the City and Jack Wesley Semones dated November 16, 2017, recorded in the Real Property Records of Collin County, Texas as Document No. 20171129001579220, which shall be of no further force or effect with respect to the Property.

10.7 Severability. 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.

10.8 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 Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

10.9 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.

10.10 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.

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

10.12 Exhibits. The following exhibits are attached to this Agreement and are

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Attachment: Approved DA (Glen Crossing West Zoning)

incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit C	Development Standards
Exhibit D	Depiction and Description of Trail System

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 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 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 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.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

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

[signatures on following pages]

Attachment: Approved DA (Glen Crossing West Zoning)

EXECUTED by the City and Owner on to be effective on the Effective Date.

CITY OF CELINA

By: _____

Sean Terry, Mayor

ATTEST:

Vicki Faulkner
Vicki Faulkner, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for City

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 11 day of October, 2018 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

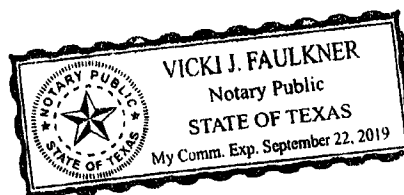


Vicki J. Faulkner
Notary Public, State of Texas

Vicki J Faulkner

Name printed or typed

Commission Expires: 9-22-2019



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OWNERS:

Celina 52 East, L.P.,
a Texas limited partnership

By: Celina 52 East GP LLC,
a Texas limited liability company,
its General Partner

By: PRA GP No. 2, Inc.,
a Texas corporation
its Manager

By: Julian Hawes, Jr.

Name: Julian Hawes, Jr.

Title: Vice President

STATE OF TEXAS

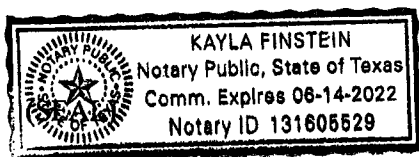
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COUNTY OF Dallas

§

§

This instrument was acknowledged before me on the 31 day of October, 2018 by Julian Hawes Jr
the Vice President of Celina 52 East, L.P., a Texas limited partnership on behalf of said limited
partnership.



Kayla Finstein

Notary Public, State of Texas

Kayla Finstein

Name printed or typed

Commission Expires: 6-14-2022

Attachment: Approved DA (Glen Crossing West Zoning)

W/J CR 55, L.P.,
a Texas limited partnership

By: W/J Celina GP LLC,
a Texas limited liability company,
its General Partner

By: Frank Murphy

Name: FRANK MURPHY

Title: MANAGER

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 17th day of October 2018 by Frank Murphy
the Vice President of W/J CR 55, L.P., a Texas limited partnership on behalf of said limited
partnership.

Melissa A. Zubik

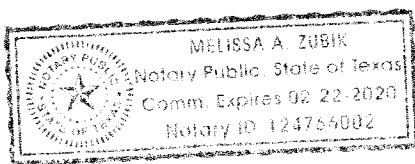
Notary Public, State of Texas

Melissa A. Zubik

(SEAL)

Name printed or typed

Commission Expires: 2-22-2020



Attachment: Approved DA (Glen Crossing West Zoning)

EXHIBIT "A" **Legal Description**

Legal description of the land:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DEED TO CELINA 52 EAST, LP RECORDED IN INSTRUMENT NUMBER 20180131000124610 AND INSTRUMENT NUMBER 20180131000124590 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124590;

THENCE N 89°41'23" E, 353.39 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 89°45'48" E, 357.44 FEET TO THE CENTERLINE OF A CREEK FOR THE POINT OF BEGINNING;

THENCE WITH SAID CREEK THE FOLLOWING BEARINGS AND DISTANCES:

N 06°28'44" E, 119.62 FEET;
N 01°07'33" W, 111.87 FEET;
N 10°09'35" W, 88.74 FEET;
N 02°01'22" W, 150.65 FEET;
N 11°37'21" W, 71.30 FEET;
N 03°31'47" E, 107.43 FEET;
N 03°43'17" E, 101.49 FEET;
N 07°40'26" E, 122.42 FEET;
N 01°27'35" W, 244.55 FEET;
N 11°58'04" E, 145.67 FEET;
N 07°49'54" W, 35.13 FEET;
N 02°58'33" E, 78.26 FEET;
N 28°15'03" E, 37.04 FEET;
N 08°09'12" E, 54.54 FEET;
N 00°16'06" E, 217.96 FEET;
N 10°40'38" W, 62.47 FEET TO THE NORTH LINE OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE N 89°57'10" W, DEPARTING SAID CREEK AT 18.52 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 693.52 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE S 00°45'37" E, 1018.06 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°30'37" E, 73.00 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°47'37" E, 500.20 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 15°49' W, 0.3 FEET;

THENCE S 00°05'23" W, 142.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT 20180131000124590;

THENCE N 89°46'37" W, 216.40 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 65°09' W, 0.3 FEET;

THENCE N 89°09'23" W, 96.60 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "PELTON";

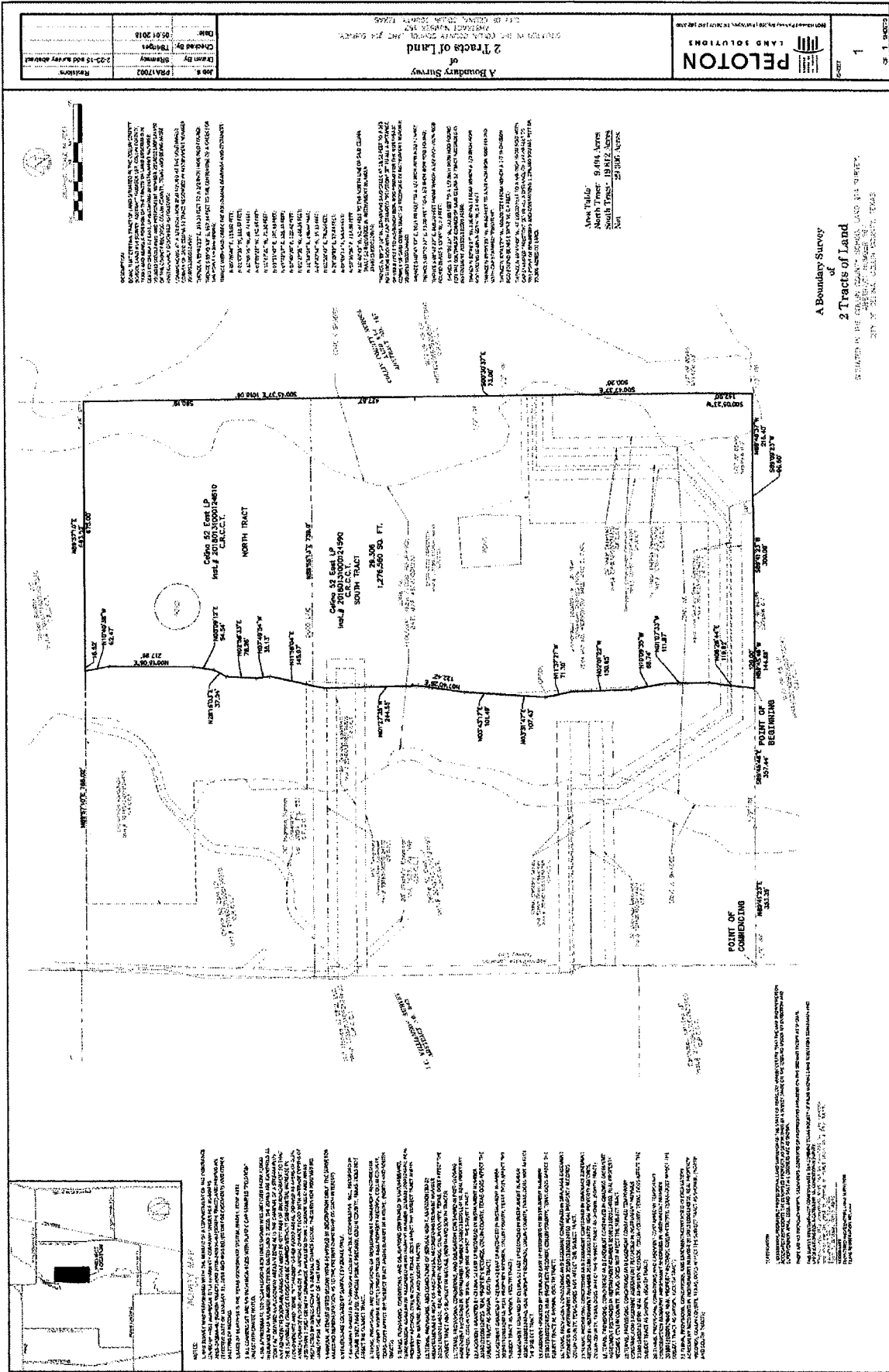
THENCE N 89°41'23" W, 300.00 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 30°58' W, 0.4 FEET;

THENCE N 89°45'48" W, AT 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,276,560 SQUARE FEET OR 29.306 ACRES OF LAND, MORE OR LESS.

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Site plan for Glen Crossing West Phase 1 and 2. The plan shows a large rectangular area labeled "GLEN CROSSING WEST" in the center, with "PHASE 1" and "PHASE 2" indicated. To the left is "GLEN CROSSING PARKWAY" and to the right is "GLEN CROSSING BLVD". A north arrow and a graphic scale are in the top left. A legend in the top right identifies "GLEN CROSSING WEST TRACT" and "GLEN CROSSING WEST PHASE 1". A title block in the bottom right contains project information: "GLEN CROSSING WEST PHASE 1", "GLEN CROSSING WEST PHASE 2", "CELINA, TEXAS", "GLEN CROSSING CONCEPT EXHIBIT", and "C1.0".

Exhibit C
Planned Development Residential Standards
Glen Crossing West

DEFINITIONS

Any capitalized terms not defined below are per the definition as provided in the City of Celina Cody of Ordinance Chapter 14.

Common Area: Any portion of the PD District that does not constitute a residential lot or street right-of-way and is owned by the Homeowners Association.

Covered Front Porch: An area of at least 50 square feet covered by the main roof or an architectural extension of the Main Structure.

Homeowner Association: An association governed by by-laws, deed restrictions, and architectural guidelines of the community. All lot owners will have mandatory membership in the homeowner association, which, among other things, will require financial obligations in the form of annual membership dues.

PD District Concept Plan (Exhibit B): The graphic plan for PD District that establishes and delineates the location of the respective Lot Types and is attached as Exhibit B, as amended in accordance with the terms of this Agreement.

Main Structure: The primary residence to be constructed on any Lot.

Open Space: Publicly accessible parks, greens, sports fields, natural flood plain, and tot lots, shall constitute Open Space.

Parkway: The area of right-of-way between the curb and the sidewalk in front of residential lots.

PD District: The land and/or lots contained within the legal boundaries identified in Exhibit A.

Shall: A term requiring compliance.

Should: A term encouraging compliance.

DEVELOPMENT REQUIREMENTS

GENERAL

The purpose of the proposed PD is to provide greater flexibility for single family detached development than is available under the approved PD #23 and the City of Celina Ordinances, Chapter 14. This zoning request to a PD (Planned Development District) in in accordance with Sec. 14.03.031.

Single-Family

The base zoning for the proposed PD shall be "SF-R" (Single-Family Residential) district as it

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Attachment: Approved DA (Glen Crossing West Zoning)

exists or may be amended under Chapter 14 of the Celina Code of Ordinances. The following regulations shall also apply:

PERMISSABLE USES

The following uses shall be allowed:

1. Agricultural Use – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries.
2. Residential Uses: Single-family detached dwellings
3. Community Facility Uses
 - A. Public and private parks;
 - B. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, trails, equestrian bridle trails, nature centers, bird and wildlife sanctuaries;
 - C. Amenity centers
 - D. Landscaped Entry Features
4. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.
5. Manufactured and/or modular homes are prohibited in this PD district.
6. Accessory dwellings are prohibited in this PD district.

RESIDENTIAL DESIGN GUIDELINES

I. Lot Type:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
1. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof. Accessory structures shall not exceed twenty-five feet (25').
2. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Six thousand (6,000) square feet.
Lot Coverage:	The maximum shall not exceed sixty percent (60%).
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,700) square feet.
Front Yard:	Twenty feet (20') minimum. Key lots shall have 2 front yards. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front setback line in all instances.
Front Yard on Collector Streets:	Twenty five feet (25') minimum.

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Rear Yard:	Ten feet (10') minimum.
Side Yard:	Five feet (5') minimum.
Side Yard Adjacent to Street:	Fifteen (15') minimum.
Lot Width:	Fifty feet typical (50'); forty feet (40') minimum (@ right-of-way) on cul-de-sac lots.
Lot Depth:	One hundred twenty feet (120') minimum.
Lot Depth (cul-de-sac lot):	Eighty-five (85') minimum.
Garage Orientation & Setback	Garages may face the street or be J-swing type. For garage doors facing the front of the street, garage setback shall be flush or setback from front of building. J-swing type garages may protrude up to five feet (5') into the front setback to ensure additional variations of homes.

II. Development and Design Standards

A. **Landscape Standards:** All development within this PD District shall comply with the following landscape standards:

1. Tree Requirements:
 - i. Trees are required to be planted by the homebuilder in the front yard of all lots per the following schedule: two, 4" caliper tree, measured at 12 inches above ground and four shrubs, minimum of 5 gallon when planted.
 - ii. Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E.

B. **Screening Standards:** All development within this PD District shall comply with the following minimum screening requirements:

1. Lots Adjacent to thoroughfares: 6' masonry wall
2. Lots Adjacent to minor arterials or collectors: 6' masonry wall
3. Lot Adjacent to open space or park land: 6' masonry wall or 6' wrought iron fence
4. 15' landscape buffer for all lots backing or siding to thoroughfares and collectors

C. **Amenities:** This PD District shall contain the following amenity features:

1. Private, Off-Street Hike/Bike Trail to connect to future public trail

MISCELLANEOUS

HOMEOWNERS ASSOCIATION

A Homeowner Association will be established as each residential parcel of land is developed.

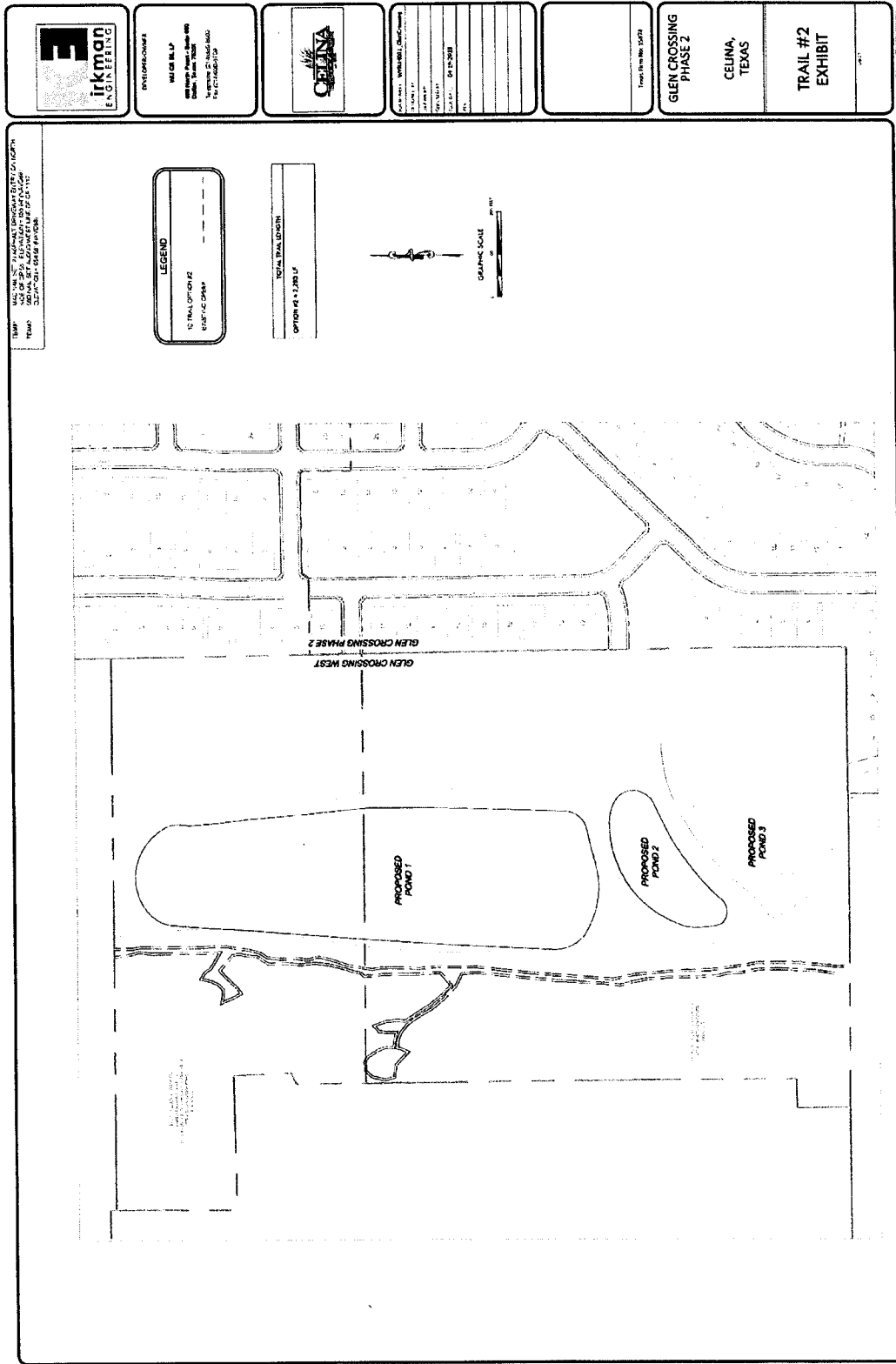
OPEN SPACE

The PD will contain at least ten acres of open space. Private open space shall be maintained by the Homeowner Association.

LIST OF EXHIBITS:

- **Exhibit A – Metes and Bounds**
- **Exhibit B – Concept Plan**
- **Exhibit C – Development Regulations**
- **Exhibit D - Depiction and Description of Trail System**

Exhibit D Depiction and Description of Trail System



Attachment: Approved DA (Glen Crossing West Zoning)



ENGINEERS OPINION OF PROBABLE COST

DATE: 19-Sep-18
 PREPARED FOR: Wynne Jackson
 PREPARED BY: Billy Moon, E.I.T.

PROJECT NAME: Glen Crossing

CITY: Calhoun, TX

JOB NUMBER: WYN14001_GBAR7

FILE NAME: GBARTOPC

OPTION #2

TRAIL LENGTH - 2,477 LF, 10 FT WIDE

HARD COST - WATER

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
2" IRRIGATION LINE	LF	4,954	\$6.00	\$29,724.00
2" METER BOX	EA	1	\$1,350.00	\$1,350.00
ACCESS FEE	LS	1	\$1,100.00	\$1,100.00
METER FEE	LS	1	\$500.00	\$500.00
IMPACT FEE	EA	1	\$5,000.00	\$5,000.00
CONNECT TO EXISTING WATER LINE	EA	1	\$985.00	\$985.00
TRENCH SAFETY	AC	4,954	\$0.10	\$495.40
TOTAL HARD COST-EROSION CONTROL				\$39,154.40

HARD COST - EROSION CONTROL

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
SILT FENCE	LF	2,477	\$1.40	\$3,467.80
DRAINAGE EROSION CONTROL	LS	1	\$20,000.00	\$20,000.00
CURLEY (BANKS OF PONDS)	LF	4,282	\$1.50	\$6,423.00
SEEDING (SLOPES OF BANKS)	53	53	\$300.00	\$15,900.00
TOTAL HARD COST-EROSION CONTROL				\$45,790.80

HARD COST - TRAIL, BENCHES, LANDSCAPE, AND IRRIGATION

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
10' WIDE/8" TRAIL (CONCRETE)	SF	24,770	\$6.00	\$148,620.00
Sides	EA	50	\$700.00	\$34,878.00
PIER STRUCTURE	EA	1	\$50,000.00	\$50,000.00
SURFACE PAVILION	EA	0	\$0.00	\$0.00
PARK BENCHES	EA	6	\$3,000.00	\$18,000.00
TOTAL HARD COST-PARKS AND OPEN SPACE				\$261,298.00

NOTE: PIER STRUCTURE IS AN ALLOCATION AND NOT BASED UPON A DESIGN.

TOTAL HARD COST

\$336,243.20

SUMMARY

HARD COSTS ONSITE TOTAL				\$336,243.20
SOFT COSTS ONSITE TOTAL (10% - INCLUDES CITY FEES, 10% INSPECTION, ETC.)				\$80,523.76
SUBTOTAL				\$396,766.96
10% CONTINGENCY ONSITE				\$39,676.69
TOTAL				\$436,443.65

Attachment: Approved DA (Glen Crossing West Zoning)



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
11/05/2018 08:01:53 AM
\$118.00 SCAPELA
20181105001370070

Glen Crossing West

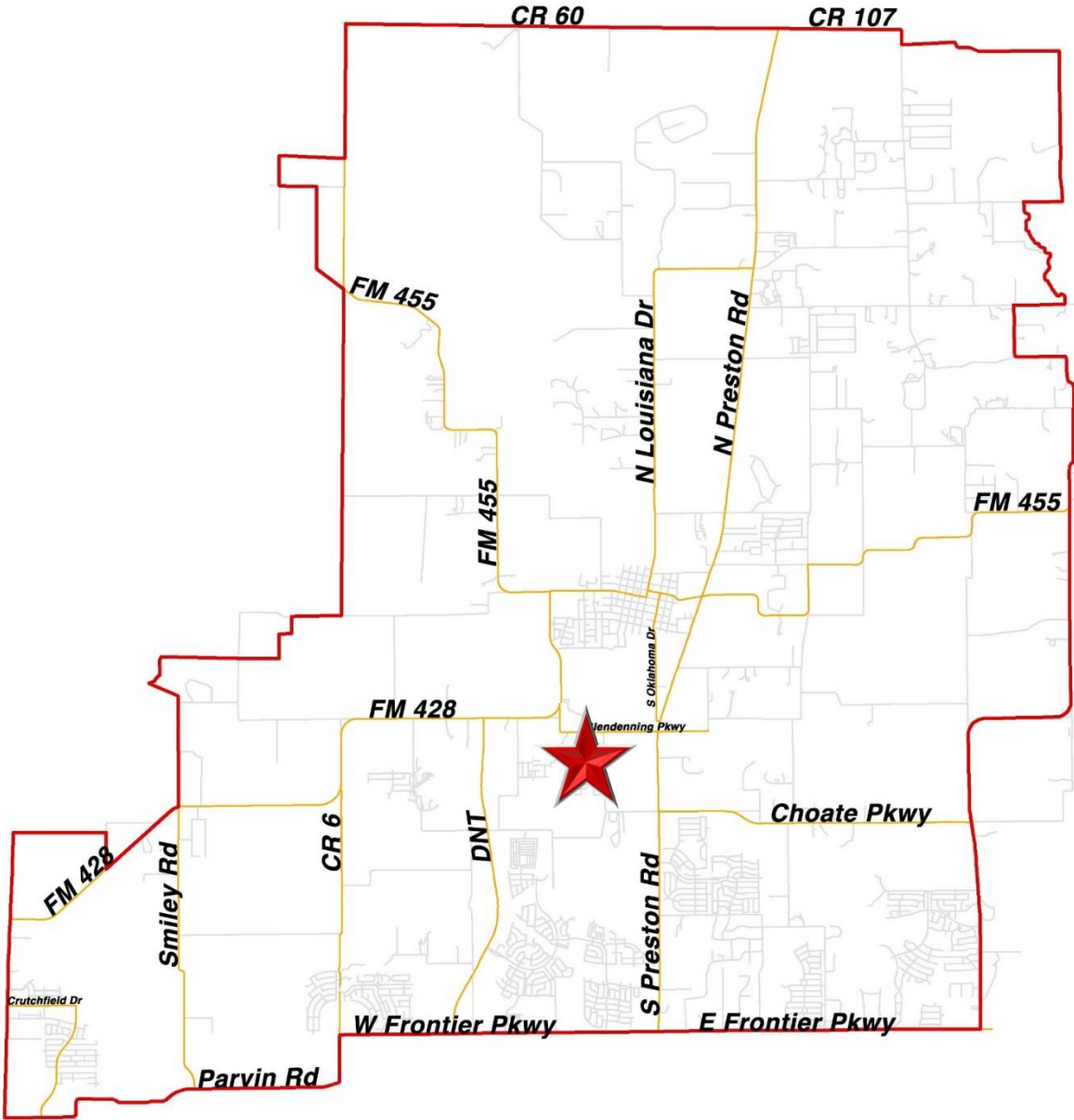
Planned Development

Planning & Zoning Commission

February 18, 2020

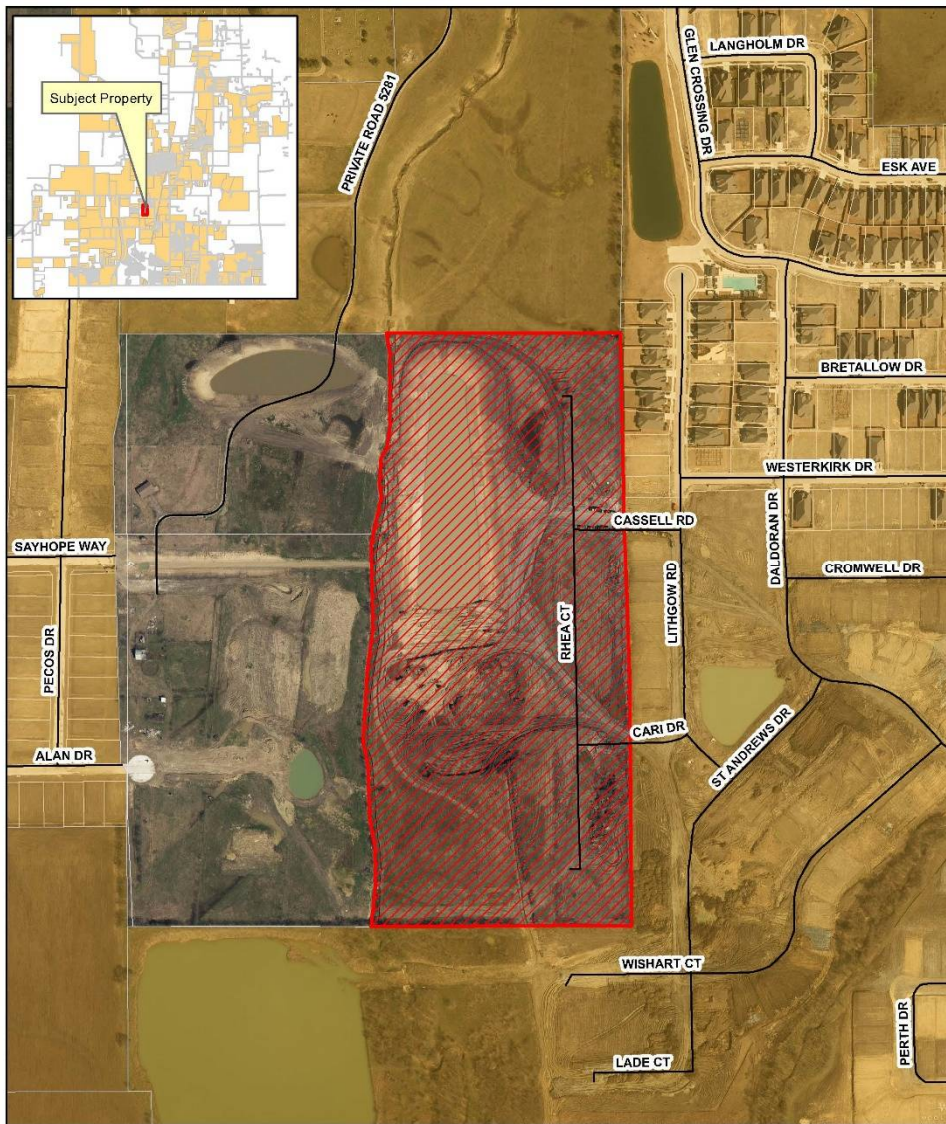
Attachment: Staff Presentation (Glen Crossing West Zoning)





Attachment: Staff Presentation (Glen Crossing West Zoning)





Location Map

The subject property is generally located south of Glendenning Parkway and west of Preston Road

Background

- The property is approximately 30 acres within the Extraterritorial Jurisdiction (ETJ)
- In October 2018, the City approved a Development Agreement for a single-family subdivision that also outlined the future annexation and development regulations for the subject property

Concept Plan



Attachment: Staff Presentation (Glen Crossing West Zoning)



Project Overview

- The approved DA permitted a single-family subdivision with the base zoning of SF-R with 50' wide lots (6,000 sq. ft.)
- The DA required a trail system around the ponds to the west
- The proposed Planned Development is in conformance with the approved DA
- The Planned Development will be considered by City Council at the same time as the annexation in March



Recommendation

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in March
- Staff recommends approval as presented



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Dusty McAfee AICP, Director of Development Services
 Date: February 18, 2020
 Re: Crosswood Creek Zoning

Action Requested:

Conduct a Public Hearing to consider and make a recommendation on a request to zone approximately 26 acres of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 2,600 feet east of Preston Road and north of FM 455, within the Extraterritorial Jurisdiction (ETJ). (Crosswood Creek Zoning)

Owner:

James Land Development
 102 E Broadway St. Su.940
 Prosper, TX 75078

Background Information:

In December 2018, the City approved a development agreement for an estate residential neighborhood (approximately 26 acres) that outlined the future annexation and development regulations for the subject property. The proposed Planned Development is in conformance with the approved DA. Both the DA and the annexation will be considered by City Council in March.

Board Review/Citizen Input:

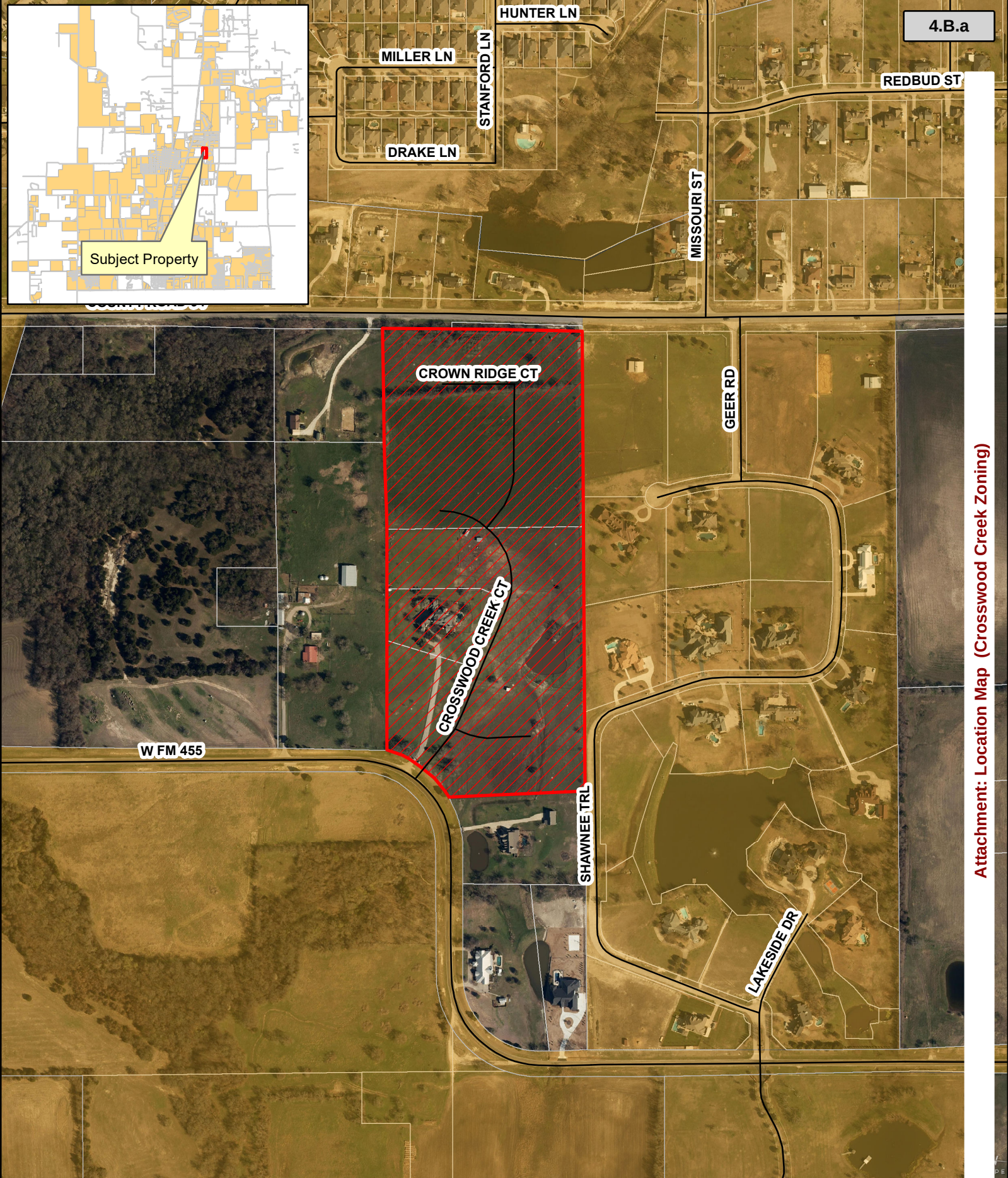
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Approved Development Agreement
- Staff Presentation

Staff Recommendation:

Staff recommends approval.



4.B.a

Attachment: Location Map (Crosswood Creek Zoning)



Location Map Crosswood Creek

Date: 2/4/2020

- Legend**
- Roads
 - CrosswoodCreek
 - City Limits
 - Parcels

0

Packet Pg. 45

feet



20190128000076150 01/28/2019 11:23:44 AM AG 1/25

CROSSWOOD CREEK DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between **Trico Development and Land Company**, a Texas Limited Liability Company (the "Developer") and the **City of Celina** (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

ARTICLE I RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, Brooks Thompson and Judi Thompson own an approximately 25.436 acre tract of land (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and described by metes and bounds in **Exhibit A-1** and **A-2** and depicted on **Exhibit B**; and

WHEREAS, the Developer intends to purchase and develop the Property as a master planned residential development, which consists of approximately 20 single-family homes; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed concept plan (the "Concept Plan"), attached hereto as **Exhibit C**, and the development standards set forth in certain proposed development zoning standards (the "Development Standards"), which Development Standards are attached hereto as **Exhibit D**; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property (the "Public Infrastructure"); and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, including dedication of open space to be owned and maintained by a homeowners' association, as contemplated by **Exhibit D**, and to provide economic incentives for the development of the Property, the City intends to (a) set roadway capital recovery fees not to exceed \$2,500.00 per single-family residential lot, (b) set water capital recovery fees not to exceed \$2,500.00 per single-family residential lot, (c) set wastewater capital recovery fees

not to exceed \$2,500.00 per single-family residential lot, and (d) waive the requirement for payment of any Impact Fees; and

WHEREAS, the Parties agree upon a fixed payment for the Technology Fees, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed \$500.00 per lot; and

WHEREAS, the Parties agree upon a fixed payment for Park Fees, which includes recreation and open space, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed \$1,500.00 per lot, in lieu of any dedications of land; and

WHEREAS, the City holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property; and

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **GENERAL TERMS AND DEFINITIONS**

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the City Council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement.

Concept Plan means the concept plan as shown in **Exhibit C**.

Developer means **Trico Development and Land Company**, a Texas Limited Liability Company.

Impact Fees means as defined in Chapter 395 of the Texas Local Government Code.

Park Fees means the fees paid in lieu of a donation of property to be used as a park.

Property means the real property described by metes and bounds in **Exhibit A-1** and **A-2** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property.

Technology Fees means the fees charged for telephone, cable, internet, or similar utility connections in accordance with Section 5.3.

ARTICLE III **PUBLIC INFRASTRUCTURE**

3.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Developer in compliance with the City Regulations in effect on the Effective Date and the City's uniform engineering design standards in effect on the Effective Date. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City. The City agrees that perimeter roadway improvements are not required in association with this Development.

3.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations in effect on the Effective Date.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations in effect on the Effective Date.

(c) The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) 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.

(e) 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 the Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the 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 the Developer or the 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. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations in effect on the Effective Date.

3.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

3.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) A homeowner's association shall be established, it shall maintain and operate the open spaces, including but not limited to those shown on **Exhibit C**, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances. Said improvements shall not be maintained and operated by the City unless the Parties agree in writing to the terms and conditions of maintenance and operation by the City.

ARTICLE IV **DEVELOPMENT REGULATIONS**

4.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations and uniform engineering design standards, as amended, except to the extent that the Concept Plan, attached as **Exhibit C** and the Development Standards, attached as **Exhibit D**, may vary from those terms, then the Concept plan and the Development Standards shall control.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix, and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement.

4.2 Development Standard Revisions. The City Manager of the City may administratively approve the following "minor revisions" to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; and (d) a reduction in off-street parking of five percent (5%) or less. The City Council may permit exceptions to strict compliance with the Development Standards when the Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of the development.

4.3 Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in general conformance with the Concept Plan, including any amendments.

4.4 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

4.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE V **DEVELOPMENT PROCESS AND CHARGES**

5.1 Development, Review and Inspection Fees. Except for any fees related to zoning of the Property as provided in Section 7.2, development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without

limitation fees relating to platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

5.2 Capital Recovery Fees. The Developer is responsible for the construction of all on-site and off-site Public Infrastructure, to the extent such Public Infrastructure is necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no Impact Fees levied by the City will apply to the Property.** Instead, the Developer agrees to pay and City agrees to set (a) roadway capital recovery fees not to exceed \$2,500.00 per single-family residential lot, (b) water capital recovery fees not to exceed \$2,500.00 per single-family residential lot, (c) wastewater capital recovery fees not to exceed \$2,500.00 per single-family residential lot, and (d) waive the requirement for payment of any Impact Fees. All capital recovery fees applicable to individual lots will be due and payable by the Developer at the time building permits are issued for each single-family residential lot.

5.3 Technology Fees. The Parties agree upon a fixed payment for the Technology Fees, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed \$500.00 per lot.

5.4 Park Fees. The Parties agree upon a fixed payment for the Park Fees, which includes recreation and open space, in lieu of a dedication of land, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed \$1,500.00 per lot.

5.5 Development Agreement Fees. The Parties agree the Developer shall pay at the time of request for each development agreement application related to the Property (a) a \$2,500.00 fee, plus the cost of fees for professional review, including but not limited to legal, engineering, land planning, and financial analysis, development analysis, and engineering consultant review.

5.6 ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way area for roads reflected on the Master Thoroughfare Plan.

5.7 INDEMNIFICATION AND HOLD HARMLESS. **THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED**

BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 5.7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

5.8 DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/

DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**
- (c) NUISANCE.**

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 5.8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI

TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by May 31, 2019.

ARTICLE VII

ANNEXATION AND POST-ANNEXATION MATTERS

7.1 Annexation. Following Developer's acquisition of the Property, and within ten (10) days of being requested to do so by the City which shall not be longer than one (1) year after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (together all acreage the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Petition Property, into the City's corporate limits. The annexation service plan for the Property shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property, within ten (10) days of being requested to do so. Prior to annexation of the Petition Property, the City shall have considered this Agreement, shall have submitted to Developer, and Developer shall review and approve, an annexation service plan which service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Developer. Developer acknowledges and agrees that this Section 7.1 was a material inducement for the City to enter into this Agreement with Developer.

7.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 7.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days 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.

and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX

ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. 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, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

9.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article IV, without the Developer's prior written consent, which consent shall not be unreasonably withheld.

9.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Section 10.1 below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer.

ARTICLE X

RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement 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; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (“an End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City \$1,000 at the time of the Developer’s requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 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) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, 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 personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 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:	Attn: Jason Laumer, City Manager City of Celina 142 North Ohio Celina, TX 75009 Email: jlaumer@celina-tx.gov
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 Email: julie@txmunicipallaw.com
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP Email: lvanzant@hbwvlaw.com
To the Developer:	Adam James Trico Development and Land Company 102 E. Broadway Street, Suite 940 Prosper, Texas 75078 Email: adam@tricolandco.com
With a copy to:	Steve Rumsey 4336 Marsh Ridge Road Carrollton, Texas 75010 Email: srumsey@crossdevelopment.net
With a copy to:	Attn: James S. Campbell Byrd Campbell, PA 180 Park Avenue North, Suite 2A Winter Park, Florida 32890 Email: jcampbell@byrdcampbell.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the 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.

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

11.5 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 the Developer, and that the individual executing this Agreement on behalf of the 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 and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 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 Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

11.9 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.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

- Exhibit A-1 Legal Description of Property Tract 1
- Exhibit A-2 Legal Description of Property Tract 2
- Exhibit B Survey of Property
- Exhibit C Concept Plan
- Exhibit D Development Standards

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 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 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 Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

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

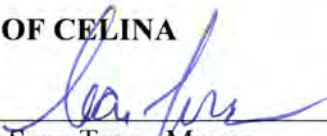
[signatures on following pages]

Attachment: Approved Development Agreement (Crosswood Creek Zoning)

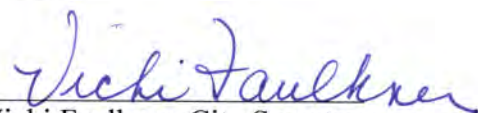
EXECUTED by the City and Developer on the respective dates stated below.

Date: 12/13/2018

CITY OF CELINA

By: 
Sean Terry, Mayor

ATTEST:


Vicki Faulkner, City Secretary

APPROVED AS TO FORM


Julie Fort, Attorney for City
Lance Vanzant

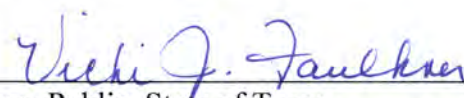
STATE OF TEXAS

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COUNTY OF COLLIN

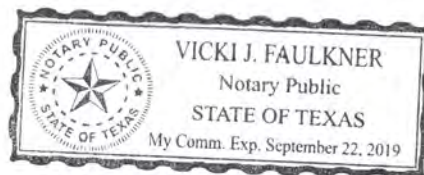
This instrument was acknowledged before me on the 13 day of December, 2018 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.




Notary Public, State of Texas

Vicki J Faulkner
Name printed or typed

Commission Expires: 9-22-2019



DEVELOPER:

Trico Development and Land Company
a Texas limited liability company

By: Adam James

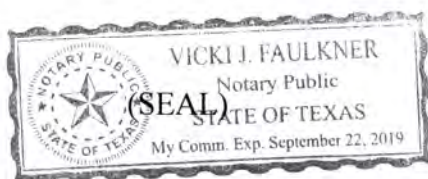
Name: Adam James
Title: Partner

STATE OF TEXAS

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§
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COUNTY OF Collin

This instrument was acknowledged before me on the 28 day of January, 2018 by Adam James, a Partner of **Trico Development and Land Company**, a Texas limited liability company on behalf of said limited liability company.



Vicki J. Faulkner
Notary Public, State of Texas

Vicki J. Faulkner
Name printed or typed

Commission Expires: 9-22-2019

EXHIBIT A-1
Legal Description Tract 1

Situated in Collin County, Texas, in the Hugh C. Routh Survey, Abstract No. 765, in the J.K. Rice Survey, Abstract No. 767 and in the Collin County School Land Survey, Abstract No. 170, being a resurvey of a part of the 12.463 acre Lot 5 of Preston Branch Subdivision as recorded in Volume M, Page 613 of the Map and Plat Records of Collin County, a part of the 12 acres of land described in a deed from Venita E. Clements, et al to Rex Crosswhite and wife, Ruby Crosswhite dated September 28, 1979 recorded in Volume 1205, Page 114, Map and deed of the Collin County Land Records, being described by metes and bound as follows:

BEGINNING at an iron pin found at the northeast corner of said Lot 5 of said PRESTON BRANCH, the northwest corner of Lot 7 of PRESTON 455 ADDITION, Ref. V "J", P. 974 and in the south R.O.W. line of County Road No. 94;

Thence south $0^{\circ}17'42''$ west, 684.37 feet with the common line between said Preston Branch and Preston 455, with the east line of said Lot 5 and with a fence to an iron pin found in said line and fence at the northeast corner of the Craig James 14.500 acres. Ref. V. 5024, P. 590;

Thence north $89^{\circ}42'18''$ west, with a fence and the north line of said 14.500 acre tract passing an iron pin set in said north line and in the west line of said Lot 5 and the east line of said 12 acre tract at 464.05 feet and continuing in all 686.90 feet to an iron pin found at the northwest corner of said 14.500 acre tract;

Thence north $1^{\circ}12'33''$ east, 310.31 feet to an iron pin found at the southwest corner of the Vernon Fleet 3.5 acres, Ref. Doc. No. 96-0033399 and an east line of said 12 acre tract;

Thence north, with the east line of said 3.5 acre tract, with a fence passing an iron pin found at 30 feet at the west, southwest corner of said Lot 5 and continuing with said east line and with the west line of said Lot 5 and with said fence in all 399.8 feet to an iron pin found at the northwest corner of said Lot 5, the northeast corner of said 3.5 acre tract and in said south R.O.W. line of County Road No. 94, same being a curve to the right from which the radius center lies South $2^{\circ}09'05''$ west, 22858.0 feet;

Thence easterly with the north line of said Lot 5 and with said south R.O.W. line as follows:

With said curve to the right, an arc of 290.56 feet around a central angle of $0^{\circ}43'42''$ and a chord of 290.56 feet which bears South $87^{\circ}29'04''$ East to an iron pin set at the P.T. of said curve; South $87^{\circ}07'13''$ East, 2.36 feet to an iron pin set at the P.C. of a curve to the left, from which the radius lies North $2^{\circ}52'47''$ East, 22978 feet;

With said curve to the left, an arc of 391.57 feet around a central angle of $0^{\circ}58'35''$ with a chord of 391.57 feet which bears South

$87^{\circ}36'31''$ East to the PLACE OF BEGINNING and containing 10.936 acres of land.

EXHIBIT A-2
Legal Description Tract 2

SITUATED in Collin County, Texas, in the Hugh C. Routh Survey, Abstract No. 765 and in the J.K. Rice Survey, Abstract No. 767, being a resurvey of the 7.0306 acre Lot 4, a part of the 12.463 acre Lot 5 of Preston Branch subdivision as recorded in Volume M, Page 613 of the Map and Plat Records of Collin County, a part of the 12 acres of land described in a deed from Venita E. Clements, et al to Rex Crosswhite and wife, Ruby Crosswhite dated Sept. 28, 1979 recorded in Volume 1205, Page 114 and a part of the .1903 acre of land described in a deed from Oma Waller Church and Mary Church to Rex Crosswhite dated July 24, 2001, recorded in Volume 4725, Page 887 (2001-0084401), all deeds of the Collin County Land Records, being described by metes and bounds as follows:

BEGINNING at an iron pin found at the southeast corner of said Lot 4 of said (Preston Branch), the northeast corner of Lot 3 and in the west line of Preston 455 Addition, Ref. V. J, P. 974;

THENCE South $88^{\circ}27'58''$ West, 481.05 feet with the south line of said Lot 4 and the north line of said Lot 3 to an iron pin found at the southwest corner of said Lot 4 and the northwest corner of said Lot 3 and in the east R.O.W. line, curved to the left, of Farm Road No. 455, from which the radius center lies South $60^{\circ}46'44''$ West, 363.31 feet;

Thence northwesterly with said curve to the left , an arc of 283.10 feet, around a central angle of $44^{\circ}38'50''$ on a radius of 363.31 feet, with a chord of 275.99 feet which bears North $51^{\circ}32'41''$ West, to an iron pin set in the north R.O.W. line in said curve and in the south line of said 12 acre tract;

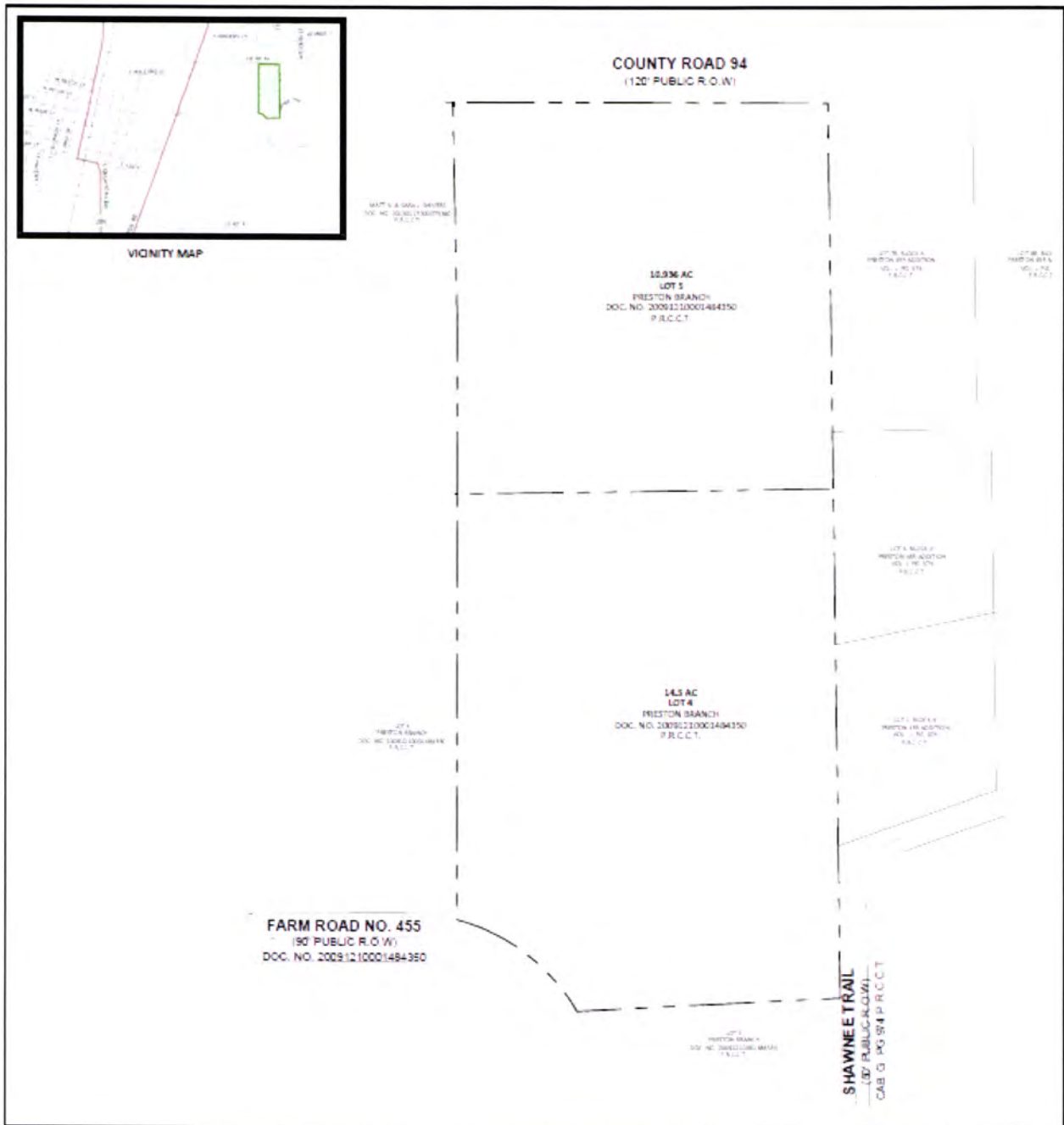
Thence North $1^{\circ}05'48''$ East, 779.83 feet to an iron pin set for a corner;

Thence South $89^{\circ}42'18''$ East, 686.90 feet to an iron pin set in the west line of said PRESTON 455, the east line of PRESTON BRANCH in the east line of said 12.463 acre lot 5;

Thence South $0^{\circ}17'42''$ West, coming to the north R.O.W. line of Shawnee Trail at 654.93 feet, a 50' R.O.W. Street in said PRESTON 455 ADDITION, in all 934.93 feet with the common line between said PRESTON BRANCH and PRESTON 455 and with the east line of said Lot 5 and Lot 4 to the PLACE OF BEGINNING and containing 14.500 acres of land, more or less, said Lot 4 and part of lot 5 being replatted in Volume N, Page 63, Map and Plat Records, Collin County, Texas.

Attachment: Approved Development Agreement (Crosswood Creek Zoning)

EXHIBIT B **Survey of Property**



Attachment: Approved Development Agreement (Crosswood Creek Zoning)

EXHIBIT C
Concept Plan



Attachment: Approved Development Agreement (Crosswood Creek Zoning)

EXHIBIT D

Development Standards

1.0 PROJECT OVERVIEW

The purpose of these Development Regulations is to create a well-designed, environmentally sensitive community that creates open spaces and trails that link the various areas of the development to encourage and promote outdoor activity among the residents. The open space areas shown on the Concept Plan shall consist of existing corridors, and proposed usable open space dedication (dedicated to the HOA), trails, ornamental trees and shade trees. This development will promote a sense of community, environmental stewardship and a healthy and robust relationship with one's neighbors.

2.0 PROJECT LOCATION

The project is located on the north side of FM 455, approximately 2,600 feet east of Preston Road and abuts CR 94, future Lynn Stambaugh Parkway. The 25.44-acre property is comprised of the 10.936-acre Thompson Property and the 14.5-acre James Property and is situated in the J.K. Rice Survey, Abstract No. 767 in the City of Celina ETJ and Collin County, Texas as described in Exhibit A, Legal Description and as depicted graphically in Exhibit C, Concept Plan.

3.0 DEFINITIONS

Except as otherwise defined in this Agreement, terms used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, in effect on the effective date of this Agreement (the "Zoning Ordinance").

4.0 HOMEOWNERS/PROPERTY OWNERS ASSOCIATION

A homeowners association shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan.

5.0 PROPOSED THOROUGHFARES/ACCESS/CROSS SECTIONS

FM 455 is not designated on the Thoroughfare Plan and will remain a two-lane country road. CR 94 (future Lynn Stambaugh Parkway) is shown on the Thoroughfare Plan as a four-lane divided minor arterial, is planned to be generally adjacent to the northern property line with associated right-of-way dedication. No access is proposed to CR 94. The one access point to the residential subdivision will be off FM 455.

Roadway development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Access Point: there shall be one primary access point located on the south boundary line of the Property providing access from FM 455.
2. Cul-de-Sac Length - No Minimum.
3. Rural Cross Section Roadways: roads and streets constructed within the Property may be constructed to drain into an underground storm sewer system or into bar ditches constructed alongside and adjacent to the roads and streets. Concrete streets shall be constructed with a minimum width of 26 feet and shall not be required to be bound by curbing.

6.0 LAND USES

The following uses are permitted by right except as otherwise noted:

1. Single-family detached - The layout for this planned development is shown on the Concept Plan, Exhibit C.
2. Temporary marketing and sales centers associated with the development of the property.
3. Temporary construction offices and storage yards associated with development of the property.
4. Public works related facilities necessary to serve the development.
5. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space.
6. Recreation/Amenity centers, pools, cabana buildings and/or locker/ changing rooms.
7. All other SF-R single family residential district uses as listed in the Zoning Ordinance, as it exists or may be amended.

7.0 CONCEPT PLAN

The concept plan calls for 20 one-acre lots and 1 one-acre Pond Lot. The amenity center lot will feature an aerated retention pond and trails.

8.0 FIRE

The Fire Department has approved the location of the single entrance to the subject property as there are fewer than twenty-nine lots, which is the threshold for the two point of access requirement.

9.0 DEVELOPMENT REGULATIONS

- 9.1 General Area regulations for residential uses are set forth in the table and notes below in this Section 5.0 which contain the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Minimum Lot Size	43,560 SF
Maximum Building Height	45 feet
Minimum Front Yard Setback	20 feet
Minimum Dwelling Unit Size	4,800 SF
Maximum Lot Coverage (see Note 2)	30%

1. The lot widths shall be measured along the arc of the front building line.
 2. Lot coverage is defined as the footprint of the primary residential structure, excluding without limitation patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building.
- 9.2 Subdivision Regulations. Development shall meet the standards as required in the Subdivision Regulations except as follows:
1. Access Point: there shall be one primary access point located on the south boundary line of the Property providing access from FM 455. A second access point providing

- access to and from CR 94 for emergency vehicles and personnel is not required so long as the total lot number remains below 30 lots.
2. Right-of-way dedication for CR 94 is required at time of platting.
 3. Cul-de-Sac Length - No Minimum.
 4. Roadways: A rural cross section is allowed and shall provide a minimum 50 foot wide right-of-way, with 26 feet of concrete, and may include bar ditches in lieu of curb and gutter.
 5. A divided entry with a signature entry feature or other accentuated focal point to provide a sense of arrival and branding shall be provided at the FM 455 entrance and along FM 455 frontage.
 6. No septic is allowed, as the subdivision shall connect to the City's sewer system.
 7. Plat Extensions - Unless construction has commenced, plats expire two (2) years after approval, and construction plans expire one (1) year after approval.

10.0 RESIDENTIAL DESIGN GUIDELINES

1. Exterior building facades for residential structures shall abide by the governing architectural design standards of the City.
2. Every detached single-family residence shall have at least two enclosed parking spaces and two surface parking spaces.
3. Garage doors shall be placed according to the Zoning Ordinance, as it exists or may be amended.
4. No building shall exceed a height of more than 45 feet, measured at the mid-point between the top plate and the dominate roof ridge.
5. A minimum four large canopy trees is required per lot prior to issuance of a Certificate of Occupancy for a home.

11.0 OPEN SPACE & TRAILS

Open space and amenities shall be provided per the following:

1. All open space areas shall be owned and maintained by the HOA.
2. The Development shall provide a minimum 1 acre open space lot (Pond Lot), generally located per the Concept Plan with the existing pond, that is owned and maintained by the HOA.
3. The Pond Lot shall include a minimum eight foot wide pedestrian access trail to activate the pond area, the pond shall be aerated with a fountain, a minimum eight large canopy trees shall be planted on the Pond Lot, and additional large evergreen canopy trees shall be planted along the eastern property line of the Pond Lot spaced 40 feet on center.

12.0 PERIMETER SCREENING & LANDSCAPE BUFFERS

Landscape Buffer:

1. No landscape buffer shall be required adjacent to FM 455.
2. A minimum 30 foot wide landscape easement, to be installed and maintained by the HOA, that shall not be encroached upon by any improvements (e.g. pools, accessory structures, fences, etc.) shall be provided along CR 94. This landscape easement shall include four-foot tall earthen berms (maximum 4:1 slope) with large canopy trees generally spaced 30 feet on center along CR 94.

12.2 Screening:

1. Fencing within the planned development may include split-rail fencing.
2. No other screening fence requirements shall apply in order to promote the visual of rural, estate residential development.

13.0 DEVELOPMENT AMENITIES

1. A divided entry with landscaping and decorative fencing on both sides of the main entrance along FM 455 is planned.
2. An open space with trails and an amenitized, aerated retention area will be within the development.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/28/2019 11:23:44 AM
\$122.00 DFOSTER
20190128000076150



A handwritten signature in cursive script that reads "Stacey Kemp".

Attachment: Approved Development Agreement (Crosswood Creek Zoning)

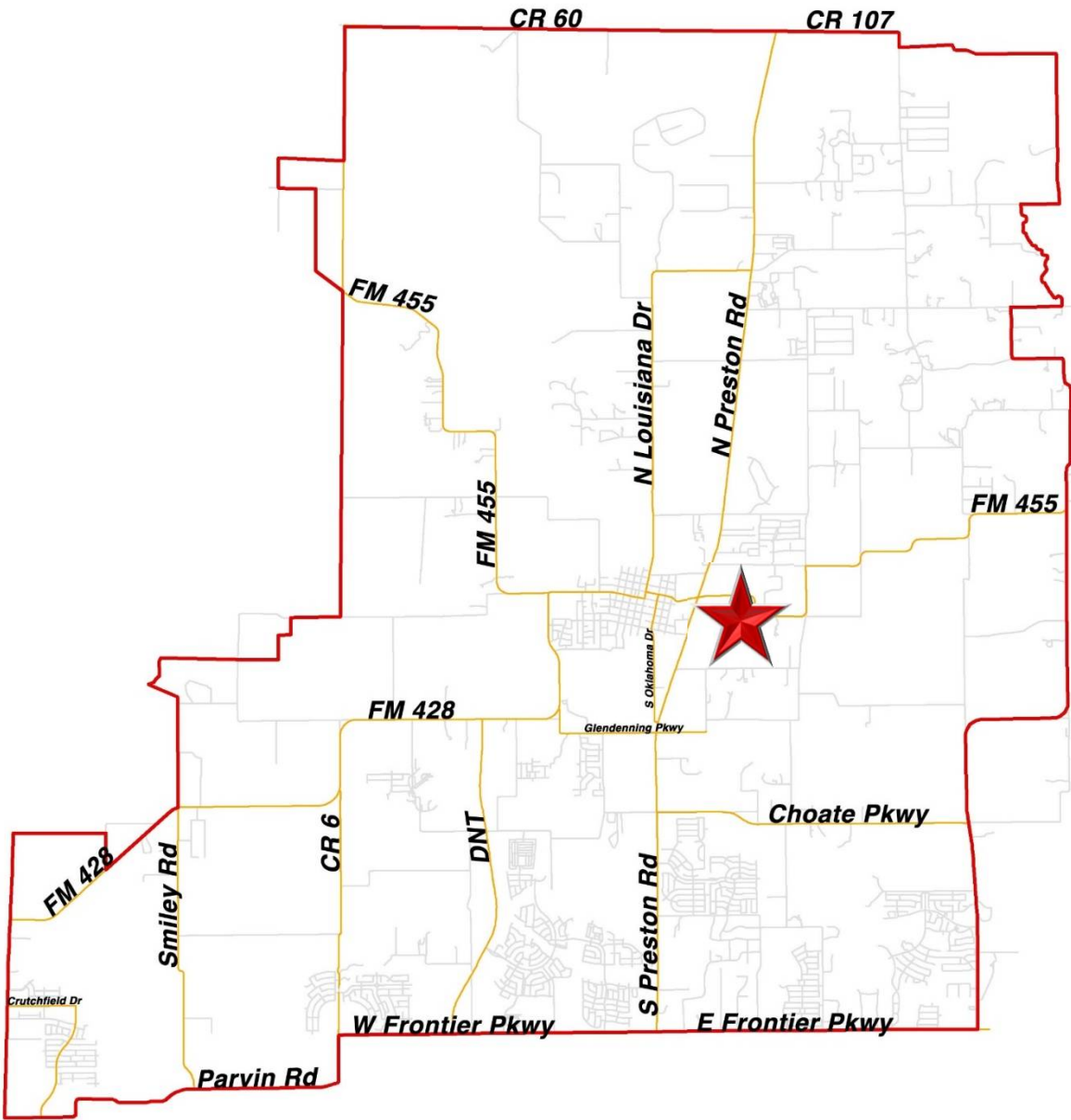
Crosswood Creek

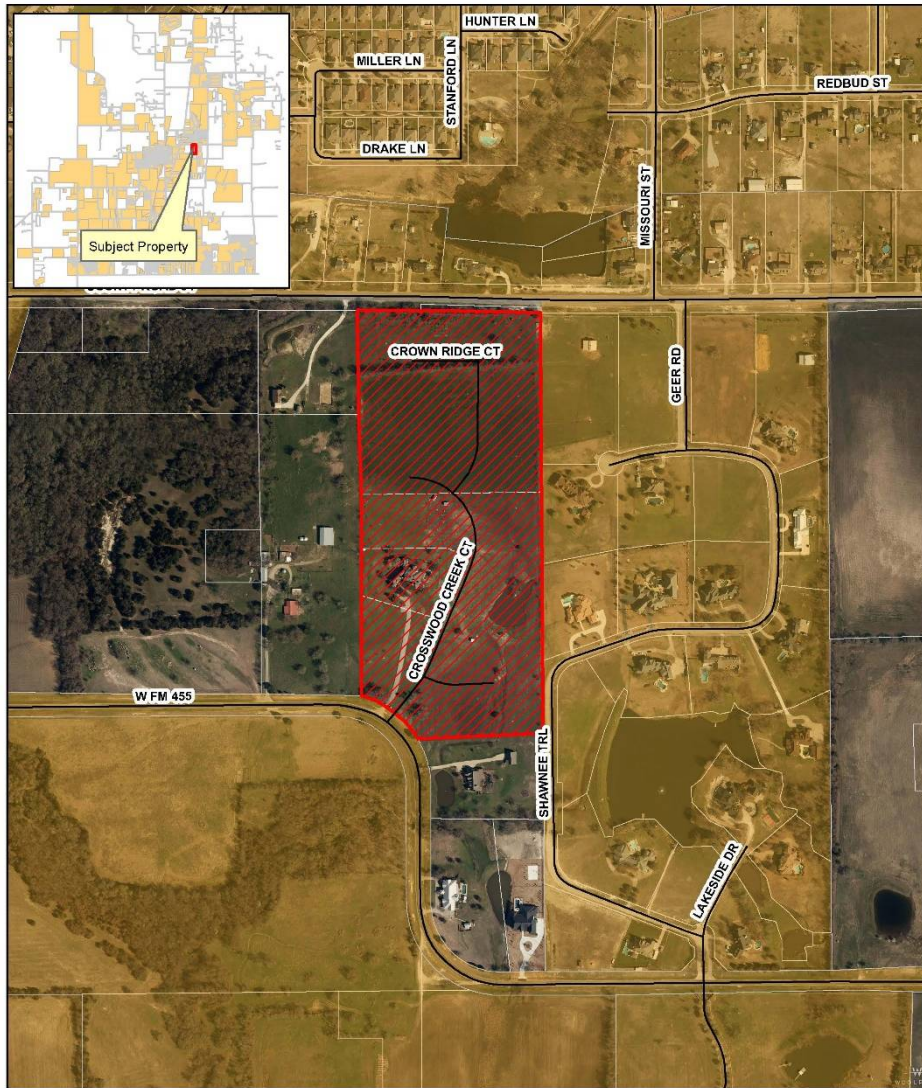
Planned Development

Planning & Zoning Commission

February 18, 2020







Location Map

The subject property is generally located north of FM 455 and east of Preston Road

Background

- The property is approximately 26 acres within the Extraterritorial Jurisdiction (ETJ)
- In December 2018, the City approved a Development Agreement for an estate residential neighborhood that also outlined the future annexation and development regulations for the subject property

Concept Plan



Project Overview

- The approved DA permitted 20 one-acre lots and a 1-acre pond lot
- The proposed Planned Development is in conformance with the approved DA
- The Planned Development will be considered by City Council at the same time as the annexation in March

Recommendation

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in March
- Staff recommends approval as presented



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Dusty McAfee AICP, Director of Development Services
 Date: February 18, 2020
 Re: Celina Wedding Venue DA

Action Requested:

Conduct a public hearing to consider and make a recommendation on a development agreement including the adoption of Development Regulations, for a wedding venue on approximately 11 acres of land, generally located approximately 3,000 feet east of Preston Road and south of Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Celina Wedding Venue DA)

Owner:

Justin Motes
 1199 E. Sunset
 Celina, TX 75009

Applicant:

Peloton Land Solutions
 11000 Frisco Street, Suite 400
 Frisco, TX 75033

Background Information:

The proposed development agreement outlines the future annexation and development regulations for a future wedding venue with an outdoor ceremony area, generally located east of Preston Road and south of Sunset Boulevard.

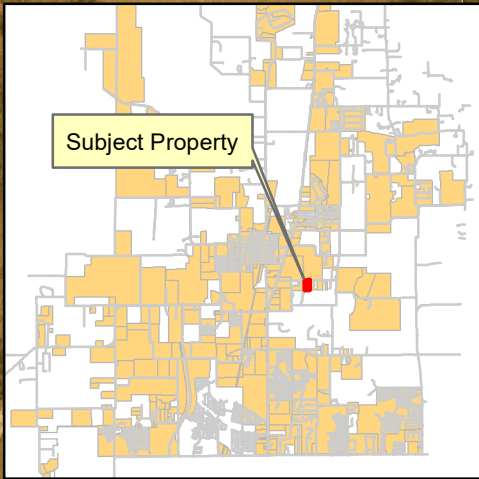
Board Review/Citizen Input:

Notices of the public hearing have been sent to all owners of property residing within the City limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Concept Plan
- Proposed Development Regulations
- Staff Presentation

Staff Recommendation:
Staff recommends approval.



E SUNSET BLVD



Attachment: Location Map (Wedding Venue DA)



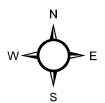
Life Connected.

Location Map Wedding Venue

Date: 2/4/2020

Legend

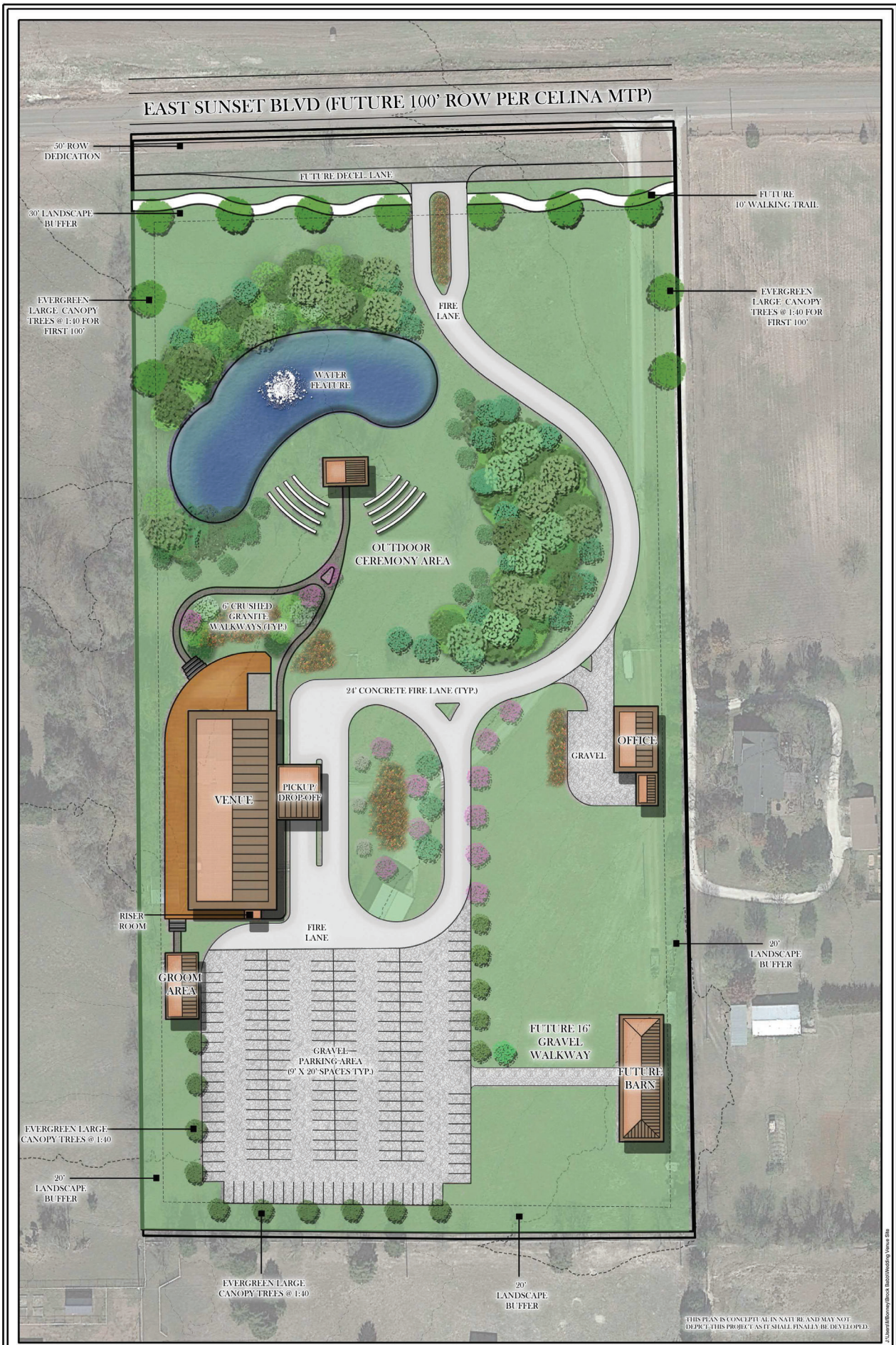
- Roads
- Wedding Venue
- City Limits
- Parcels



0

Packet Pg. 80

Feet



Draft Development Regulations

BASE ZONING

The base zoning shall be Commercial (C), with the added use of “Wedding Venue and associated secondary land uses.”

CONCEPT PLAN

The subject property may be phased and shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, driveway entrances, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services.

LANDSCAPING

1. Sunset Boulevard: Large Canopy Trees required at 1:40; Small Ornamental Trees required at 1:40 within a 30’ landscape easement.
2. A 20’ landscape buffer is required on all three perimeters (east, west, and south).
3. For the first 100 feet (on both side perimeters east & west): Large Canopy Trees required at 1:40; Small Ornamental Trees required at 1:40
4. Along Interior Parking Areas: Evergreen Large Canopy Trees required at 1:40 on the western and southern sides.
5. Perimeter Pond Trees: Apply per the base Zoning Ordinance if existing canopy is removed at time of permitting & construction

TRAILS

A 10’ trail is required per the Master Trails Plan along Sunset Boulevard, and may be escrowed.

ARCHITECTURE

The subject property is an architecturally, historically, and culturally significant and shall abide by the City’s architectural standards, as may be amended. The architecture of the venue shall be consistent across all structures. It is also permitted for the project to follow a consistent architectural style that may be inconsistent with the base Zoning Ordinance, although meeting its intent (e.g. Hill Country look; colonial style). In all cases, exterior finishing material shall not be wood or metal.

ACCESS AND RIGHT OF WAY

1. A 50’ right-of-way dedication is required on Sunset Boulevard.
2. Cross-access to the east/west is required depending on future adjacent land uses (easement or notation at time of platting; does not necessarily have to be constructed yet).

OTHER DESIGN STANDARDS

1. No outdoor music other than music associated with ceremonies is permitted. All non-ceremonial reception music must be indoors (inside the venue only).
2. An entry feature is required at the front entrance to provide a sense of arrival.

3. A water feature (fountain or comparable) is required for the pond.
4. Sufficient parking shall be provided on-site for the land use.
5. Concrete fire lane is required for all vertical structures.

Wedding Venue

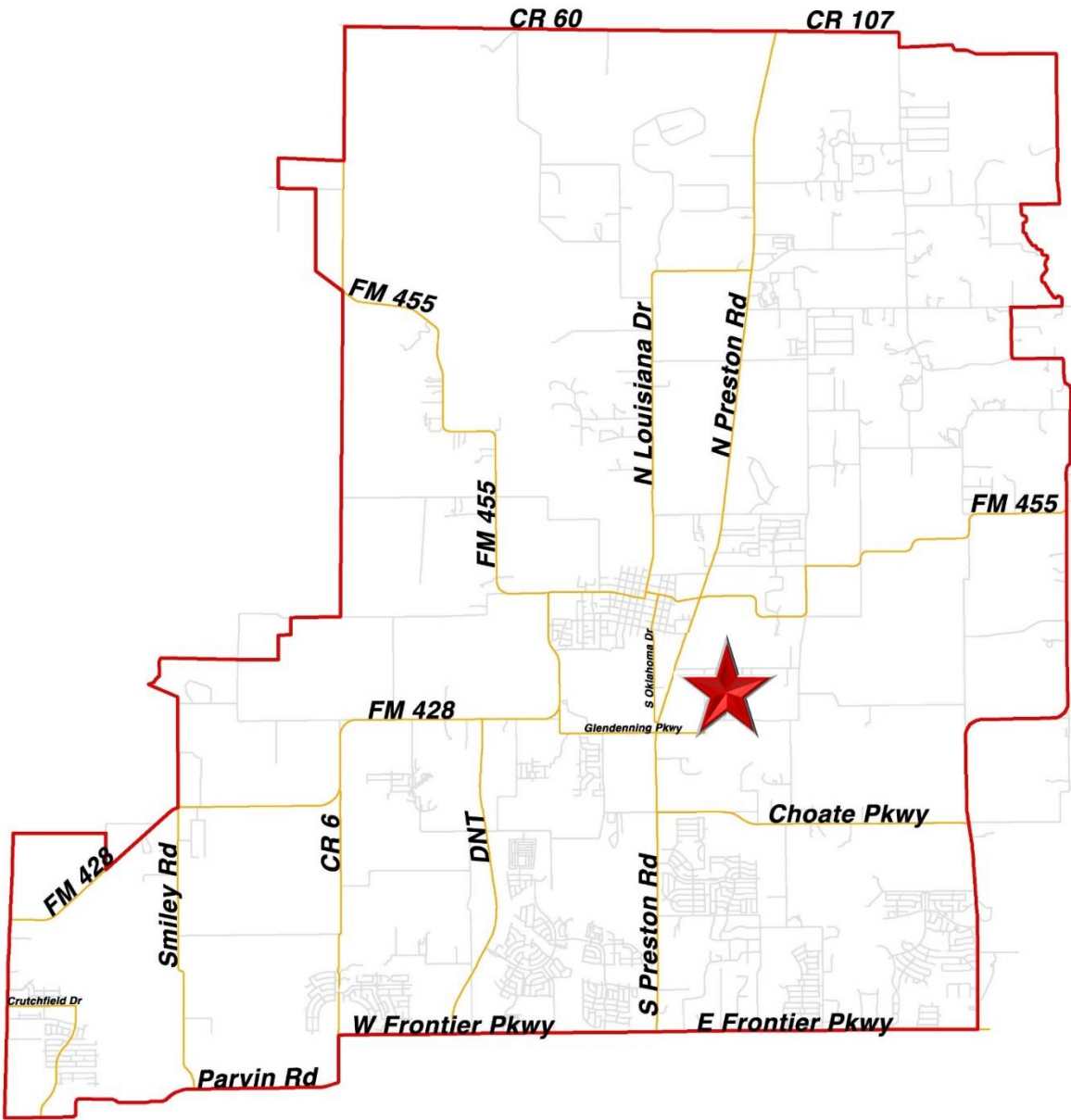
Development Agreement

Planning & Zoning Commission

February 18, 2020

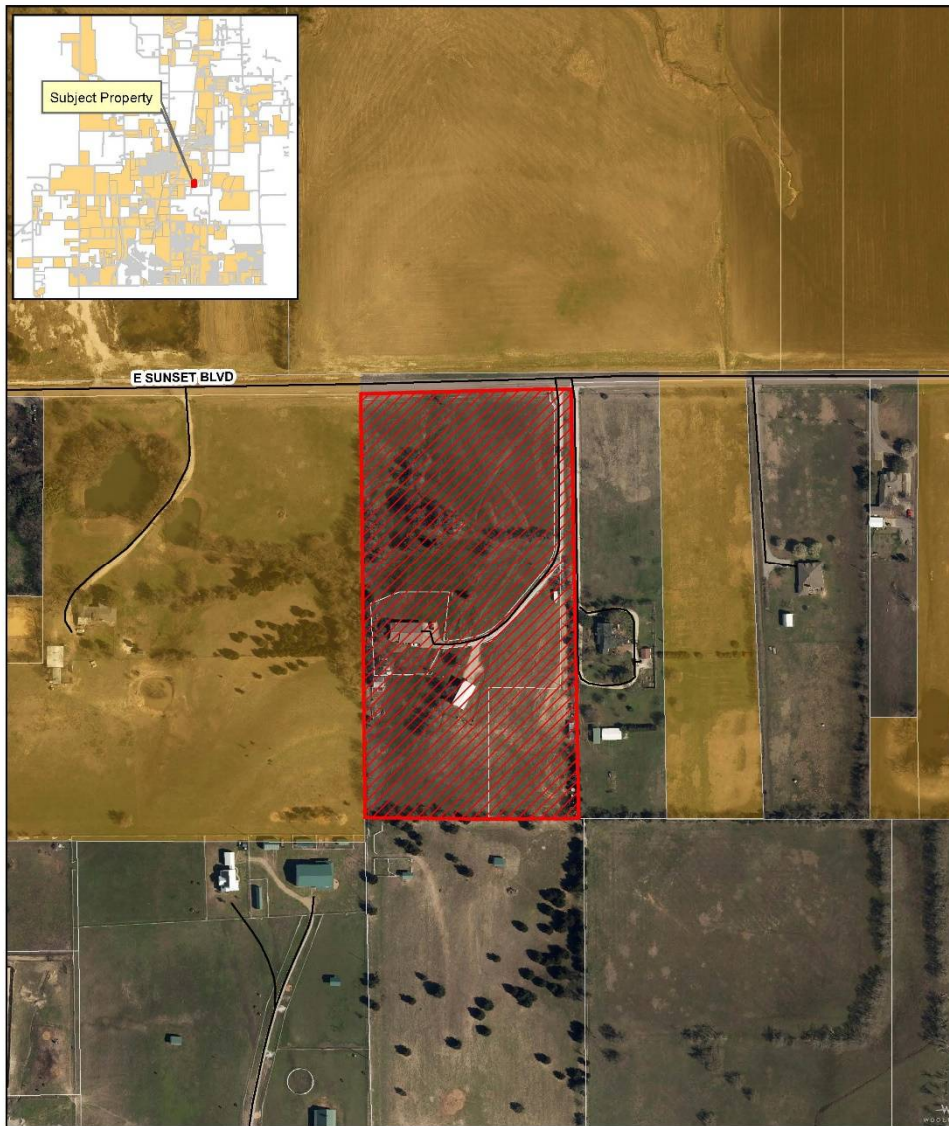
Attachment: Staff Presentation (Wedding Venue DA)





Attachment: Staff Presentation (Wedding Venue DA)





Location Map

The subject property is generally located south of Sunset Boulevard and between Preston Road and Coit Road

Attachment: Staff Presentation (Wedding Venue DA)

Background

- The property is approximately 11 acres and is in the Extraterritorial Jurisdiction (ETJ)
- The applicant desires to develop a wedding venue
- The development agreement outlines the future annexation and development standards that apply to the property

Attachment: Staff Presentation (Wedding Venue DA)



Concept Plan



Project Overview

- The applicant is proposing a wedding venue with an outdoor ceremony area
- The three current parcels will be combined for the development
- The existing house will be demolished with Phase 1

Design Standards

The applicant agreed to the following:

- ROW dedication and landscape buffers
- 10' trail along Sunset Boulevard
- Entry feature and water feature for pond
- Concrete fire lane
- No outdoor music other than music associated with ceremonies
- Parking (gravel to concrete within 5 years of CO)

Policy Considerations

- Agritourism is a major theme of the City's long range goals
- A wedding venue provides many intangible benefits, such as unique visitors and complimentary businesses
- New ad-valorem base & sales tax
- The project includes annexation and zoning

Recommendation

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in March
- Staff recommends approval as presented



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
From: Madhuri Mohan/AICP, Planning Manager
CC: Dusty McAfee AICP, Director of Development Services
Date: February 18, 2020
Re: Ousley Family DA

Action Requested:

Conduct a public hearing to consider testimony and make a recommendation on a development agreement including the adoption of Development Regulations, for a mixed-use development on approximately 61 acres of land, generally located north of FM 455 and east of Preston Road, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Ousley Family DA)

Owner:

Ousley Jon Cox Family Partnership LTD
3908 Trisha Val Court
Arlington, TX 76016

Background Information:

The proposed development agreement outlines the property's future annexation and development regulations, generally located north of FM 455 and east of Preston Road.

Board Review/Citizen Input:

Notices of the public hearing have been sent to all owners of property residing within the City limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property.

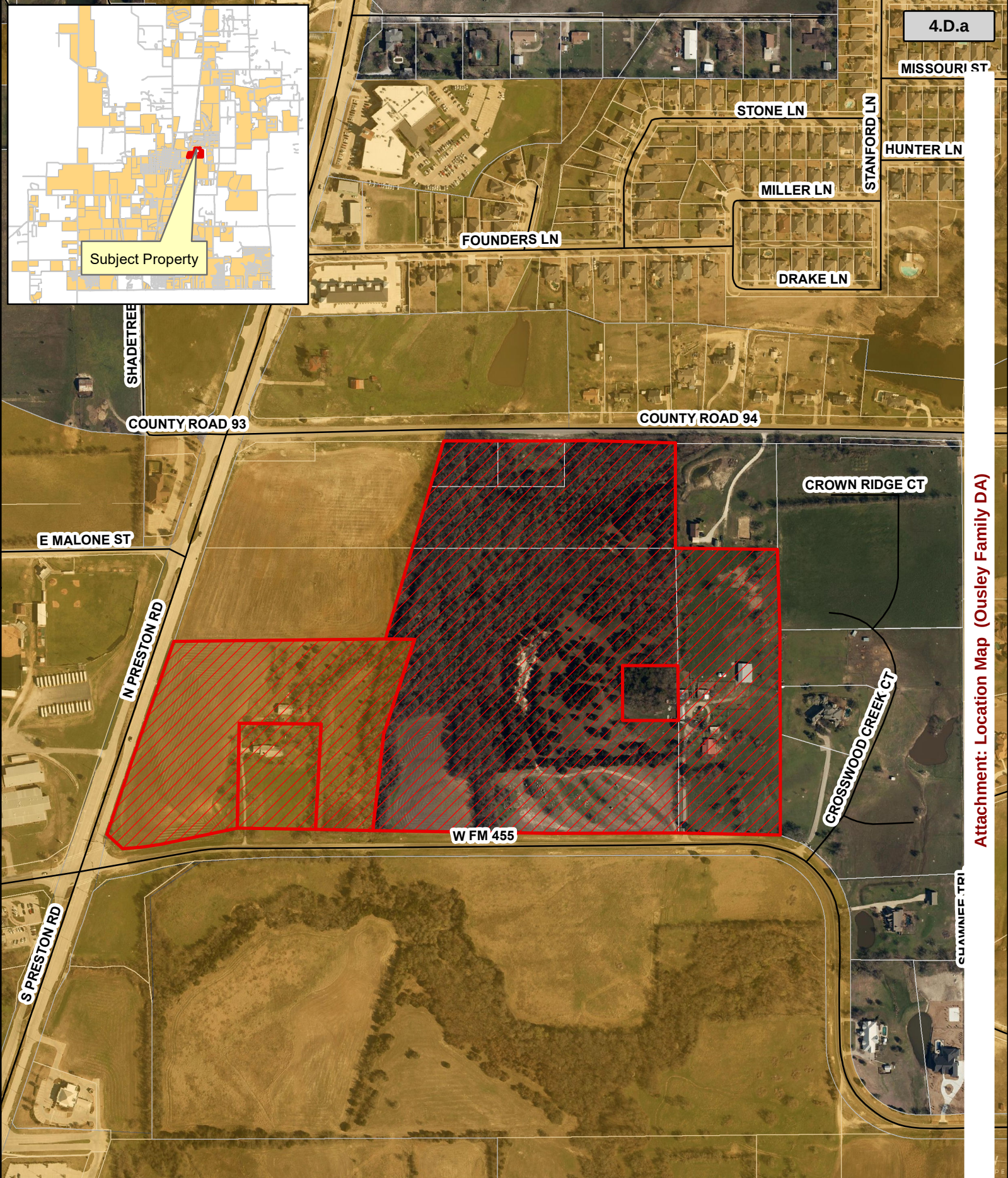
As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Proposed Development Regulations
- Staff Presentation

Staff Recommendation:

Staff recommends approval.



4.D.a

MISSOURI ST

STONE LN

STANFORD LN

HUNTER LN

MILLER LN

DRAKE LN

FOUNDERS LN

SHADETREE

COUNTY ROAD 93

COUNTY ROAD 94

E MALONE ST

N PRESTON RD

CROWN RIDGE CT

CROSSWOOD CREEK CT

W FM 455

S PRESTON RD

GUAMINEE TR

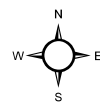


Location Map Ousley DA

Date: 2/4/2020

Legend

- Roads
- Ousley Annexation
- City Limits
- Parcels



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Packet Pg. 94

Attachment: Location Map (Ousley Family DA)

Development Regulations

The “Family Homestead” Tract:

Phase One:

1. A 25-year deferral of annexation applies if the subject property develops under this Phase.
2. The subject property may construct up to a maximum of 4 single family detached estate residential homes.
3. Single family related facilities are allowed, including swimming pools, sports courts, and accessory structures.
4. Additional structure(s) up to a maximum of 40,000 square feet, measured cumulatively, with no single structure exceeding 10,000 square feet are allowed, so long as the structures are not used for commercial purposes nor leased out to the public nor operated as a business.
5. Accessory Dwelling Units are allowed per the Zoning Ordinance, and as may be amended.
6. An all-weather (including concrete, asphalt, gravel or caliche) drive is allowed to serve the property, so long as no more than a total of 4 single family detached residential homes (including allowed accessory structures) are on the subject property.
7. This drive may be gated, provided a “Knox Box” is installed for emergency access for City first responders at the entrance from FM 455.
8. These 4 contemplated single-family homes must all use the aforementioned all-weather drive, as additional drive cuts on FM 455 are not allowed during Phase One of the development.
9. A plat is not necessary to issue a building permit for the single-family homes and additional structures, so long as the Phase One deal points are complied with.
10. In the event, however, that the Owner elects to plat any portion of the property in furtherance of the activities expressly permitted by these Phase One regulations, such platting shall not trigger annexation.
11. An 80’ building setback applies to any proposed auxiliary metal buildings measured from the southern property line along FM 455. A 40’ building setback applies to single-family detached residential structures.
12. The contemplated single-family homes and accessory structures may utilize any exterior building material that is regulated in the latest international model construction code. Thus, heavy brick/stone is not required, and exterior materials may include wood, cementitious fiberboard, metal, or other materials regulated by the latest international model construction code.

Phase Two:

1. If the property develops contrary to the Phase One deal points (i.e. redeveloped); then the subject property will be annexed immediately.
2. Zoning, at time of annexation, shall have a base of “SF-E” (Single Family Estate) with the exception that the minimum lot size shall be ½ acre in area.
3. If annexed, a future PD may be necessary to memorialize deal points within this DA, or even a revised DA.
4. All subdivision, zoning, and other applicable regulations apply.

Universal Regulations:

1. These apply to the subject property regardless of how it develops in the future.
2. No commercial nor other non-residential land uses are allowed, nor any land uses that invites the public at-large onto the property for business purposes. Visitors and guests due to normal use and

enjoyment of a residential home or acreage homestead with private agricultural uses are not considered to violate this provision.

3. Standard permits and fees are required for any new construction on the property pursuant to the City's then-current subdivision, zoning, and impact fee ordinances.
4. All building, fire, health, zoning, and other codes apply, unless modified herein.
5. All required rights-of-way (for both FM 455 and CR 94) are to be dedicated at time of platting consistent with the City's then-current thoroughfare plan and subdivision ordinance.

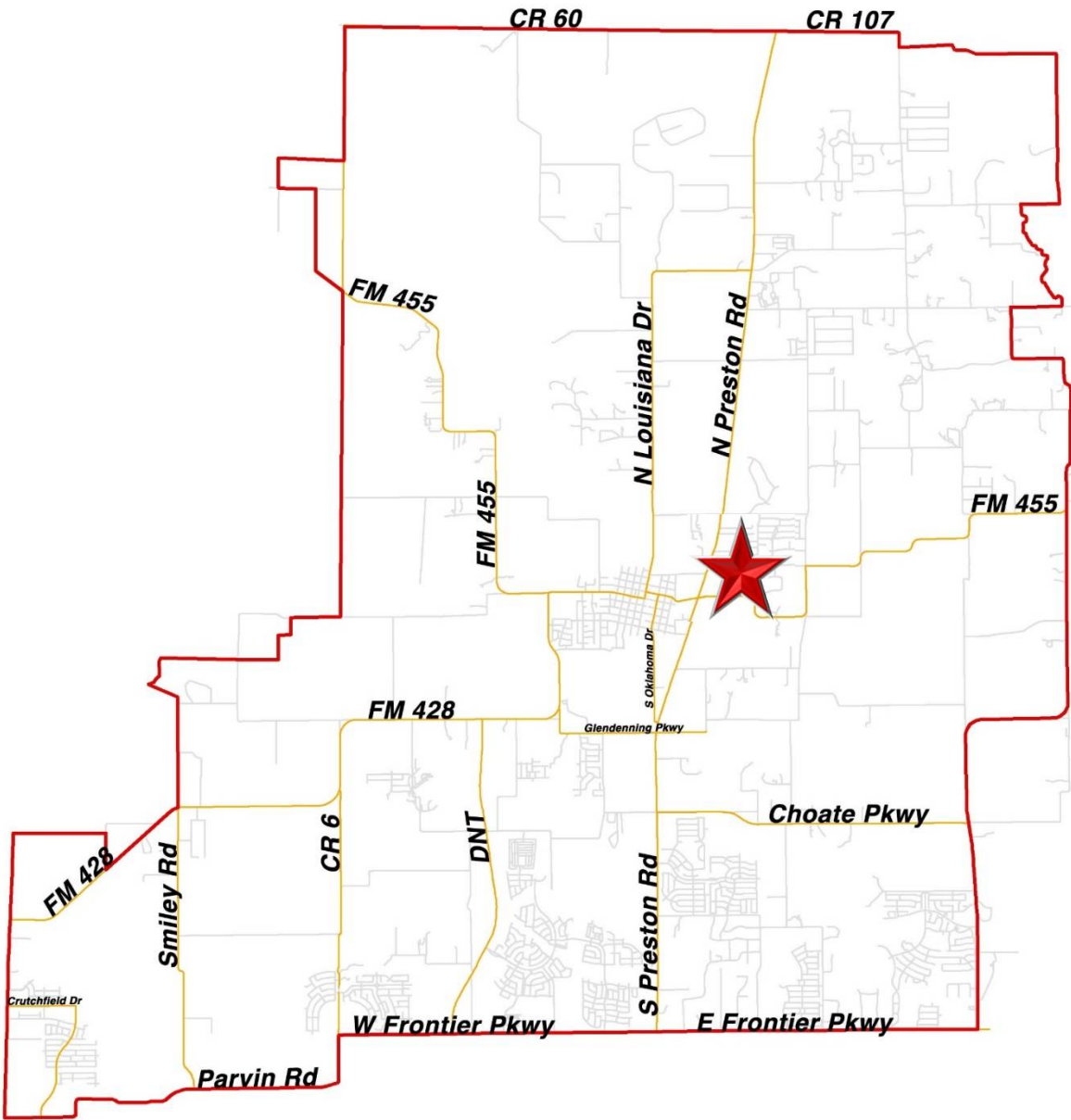
Ousley Family

Development Agreement

Planning & Zoning Commission
February 18, 2020

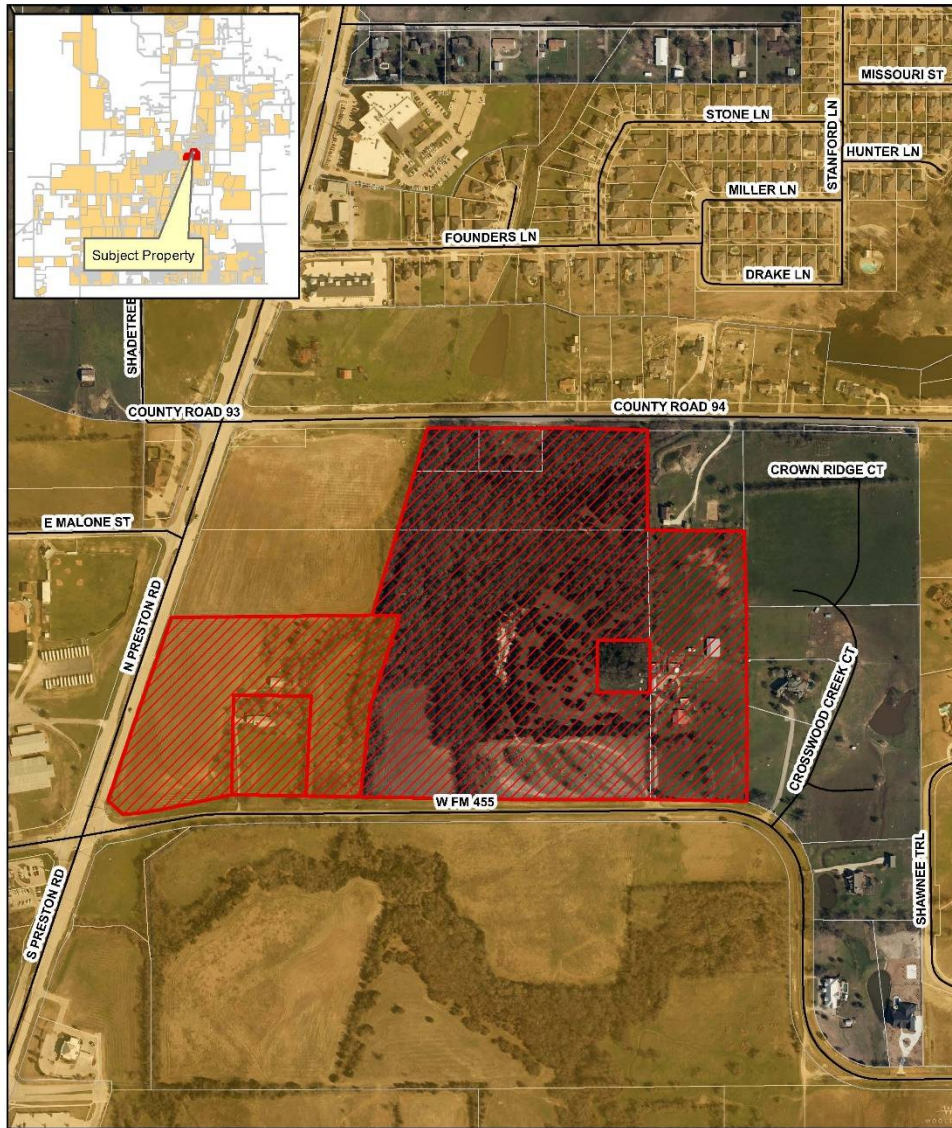
Attachment: Staff Presentation (Ousley Family DA)





Attachment: Staff Presentation (Ousley Family DA)





Location Map

The subject property is generally located south of CR 94 and east of Preston Road, along FM 455

Attachment: Staff Presentation (Ousley Family DA)

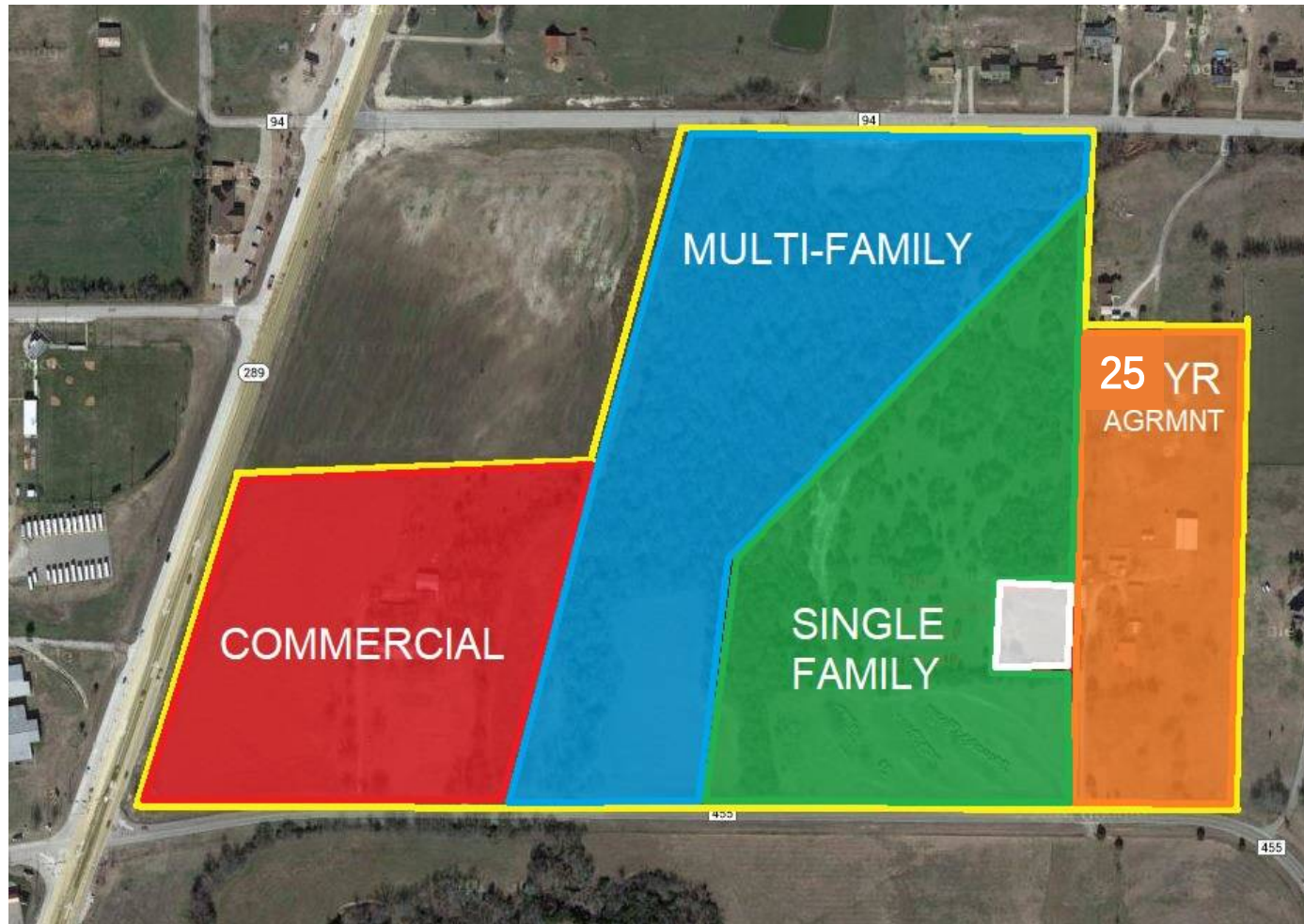
Background

- The subject property is approximately 61 acres located both in the Extraterritorial Jurisdiction (ETJ) and partly in the City Limits (15 acres)
- It has maintained continuity of family ownership for more than 150 years
- The property owners desire to outline the property's future annexation and development regulations that will apply to the tract through a Development Agreement with the City

Overview

- The Development Agreement proposes immediate annexation and zoning for the 36 acres in the ETJ, which is undeveloped land
- The “family” or “homestead” tract is approximately 10 acres and is not scheduled for immediate annexation if it remains used for family purposes
- However, the 10 acre “homestead” tract may redevelop with Estate Residential (minimum ½ acre lots) land uses if annexed immediately

Land Plan



Attachment: Staff Presentation (Ousley Family DA)

Zoning Overview

- Commercial (C) zoning for the hard corner of Preston & FM 455 (13 acres)
- Multi-Family (MF-2) zoning for the mid-block area (22 acres)
- Single Family (SF-R) zoning for the eastern portion of the subject property
- Estate Residential (SF-E) regulations for the 10 acre tract that will have a deferred annexation timeline

Policy Considerations

- The DA brings an additional 45 acres into the City Limits that is in close proximity to Preston Road and FM 455
- The proposed land uses are appropriate for the location
- Estate residential land uses are a good buffer and transition from the estate residential to the east of the subject property
- The DA pays homage to the “family homestead” tract through a deferred annexation plan



Recommendation

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in March
- Staff recommends approval as presented



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Planning and Zoning Commission**
 From: Madhuri Mohan/AICP, Planning Manager
 CC: Dusty McAfee AICP, Director of Development Services
 Date: February 18, 2020
 Re: Stearman Tract PD Zoning

Action Requested:

Conduct a Public Hearing to consider and make a recommendation on a request to rezone approximately 138 acres of land from Agricultural District (AG), to Planned Development (PD) with Dallas North Tollway Overlay (DNTOL) base zoning, generally located west of Dallas Parkway and south of the future Outer Loop, within the City Limits. (Stearman Tract PD Zoning)

Applicant:

Kimley-Horn & Associates, Inc.
 6160 Warren Parkway, Suite 210
 Frisco, TX 75034

Owner:

Celina Stearman 39, LP / Central Frisco, Ltd
 16400 Dallas Parkway, Suite 100
 Dallas, TX 75248

Background Information:

The applicant is requesting to rezone the property from Agricultural District (AG), to Planned Development (PD) with Dallas North Tollway Overlay (DNTOL) base zoning, generally located at the southwest corner of the future Outer Loop and Dallas North Tollway.

Board Review/Citizen Input:

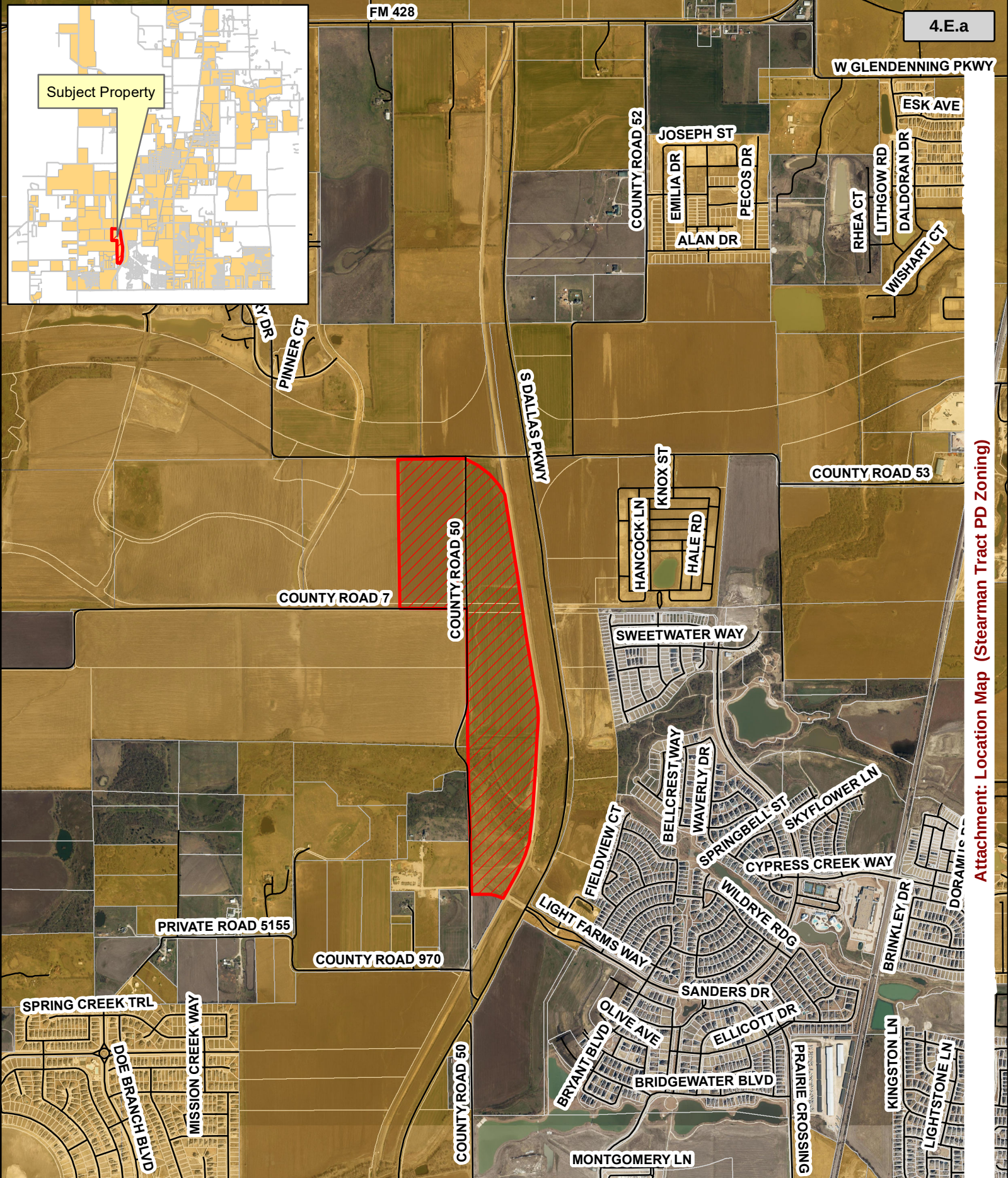
Notices of the public hearing have been sent to all owners of property residing within the city limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Document:

- Location Map
- DNTOL District Regulations
- Draft Development Regulations
- Staff Presentation

Staff Recommendation:

Staff recommends approval.



4.E.a

Attachment: Location Map (Stearman Tract PD Zoning)

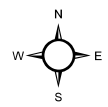


Location Map Stearman PD

Date: 2/4/2020

Legend

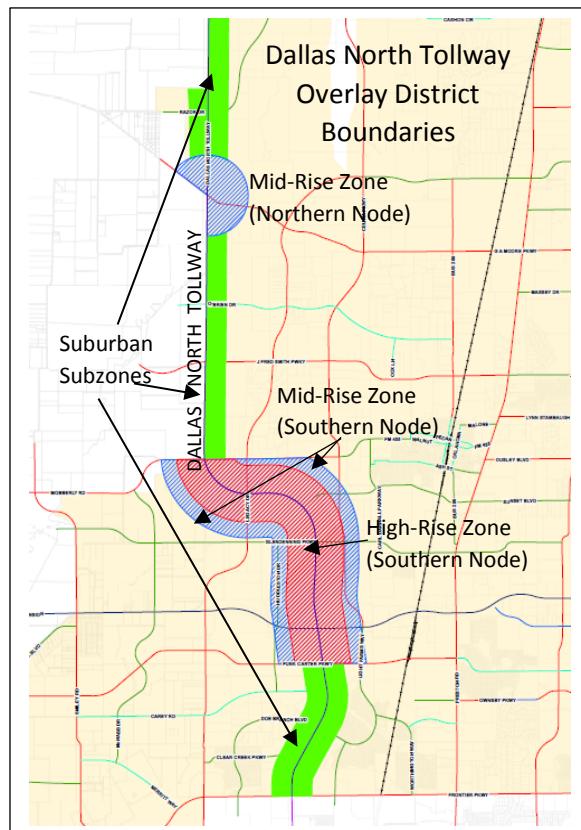
- Roads
- Stearman
- City Limits
- Parcels



Packet Pg. 108

14.02.503.....DNTO, Dallas North Tollway Overlay District

- (a) **Purpose.** The Dallas North Tollway Overlay District (DNTO) is intended to substantially advance a legitimate governmental interest that includes enhancing the quality of life in Celina, to regulate the character of growth, determine the highest and best use for valuable land situated adjacent to the future Dallas North Tollway, and to ensure the careful and orderly growth of a major regional thoroughfare that spans the City of Celina. Higher development standards in this significant corridor can effectively enhance the City's image as a desirable place to live, work, and shop. The DNTO provides development standards within an anticipated high traffic zone and allows greater height for buildings than would otherwise be allowed by the established base zoning districts. The DNTO district standards recognize that major regional highways act as an economic development engine that will be utilized to leverage a diverse and sustainable non-residential tax base for the City.
- (b) **Intent.** It is not the intent of the DNTO district to replace the zoning regulations governing the use on any individual parcel of property. Instead, these regulations are intended to supplement the existing zoning district regulations on individual parcels of property within the overlay district and to encourage high value development with an urban character.
- (c) **District Boundaries.**
- (1) Linear measurement. The DNTO's boundaries shall be measured 1,000 feet from the right-of-way boundary line of the service roads along the Dallas North Tollway (also known as "Dallas Parkway") that are not designated as a high-rise or mid-rise subzone. These areas shall be designated as "suburban subzones."
 - (2) Northern node. From the intersection box of the Dallas North Tollway and G.A. Moore Parkway (FM 455), a circle shall be drawn with a 2,500 foot radius in all directions within the city limits. This shall be designated as the "northern mid-rise subzone."
 - (3) Southern node (high-rise subzone). From the northern limit of Mobberly Road (CR 8) to the southern limit of Punk Carter Parkway (CR 7), a 1,500 foot width shall be drawn from the Dallas North Tollway right-of-way line outward within the city limits. This shall be designated as the "high-rise subzone."
 - (4) Southern node (mid-rise subzone). From the northern limit of Mobberly Road (CR 8) to the southern limit of Punk Carter Parkway (CR 7), beyond the high-rise subzone described above, a 2,500 foot width shall be drawn from the Dallas North Tollway right-of-way line outward within the city limits (or an additional 1,000 feet beyond the high-rise subzone). However, this subzone will follow the rights-of-way of future Huddleston Parkway as the western boundary and the Light Farms Way extension as the eastern boundary. This shall be designated as the "southern mid-rise subzone."
 - (5) The corridor and its subsequent regulations apply to all land within the corridor, as defined above, and properties beyond the official boundary lines with ingress and egress (access) to the Dallas North Tollway.
 - (6) However, the district boundaries exclude all single family subdivisions platted prior to the date of the adoption of Ordinance 2018-63 (11-13-18) establishing the DNT Overlay. The official boundaries of the DNT overlay district and its three subzones shall be as delineated on the City of Celina Official Zoning Map.
- (d) **Permitted Uses.** The following uses are allowed by right, by the approval of a Specific Use Permit (SUP), or as part of the development regulations of a Planned Development (PD). Other uses may be allowed, as allowed within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1A, below, the uses allowed by the chart below prevail.



ARTICLE II, PART FIVE, TABLE 1A Schedule of Permitted Uses for Dallas North Tollway Overlay District			
<i>Land Use</i>	<i>High-Rise Subzone</i>	<i>Mid-Rise Subzones</i>	<i>Suburban Subzones</i>
Alcohol Sales, Primary	S	S	S
Alcohol Sales, Secondary	P	P	P
Amusement Venue	P	P	P
Auto Repair, Minor			S
Auto Sales, Accessories Only			P
Auto Wash, Secondary Use			S
Bank, Savings & Loan, or Credit Union		P	P
Batch Plant, Temporary	C	C	C
Church/Place of Worship		P	P
Commercial Amusement, all types		S	S
Dwelling, Senior Living, all types		S	S
Entertainment Venues	P	P	P
Funeral Home/Mortuary		S	S
Gas Pumps/Fuel Sales			S
Greenhouse or Nursery, Retail		S	P
Hospital		P	P
Hotels, Full Service	P	P	P
Laundry/Dry Cleaning, Pickup Station		S	P
Manufacturing and Industrial Uses, Light			S
Median Studio (without tower)		P	P
MF-1, Multi-Family Garden Style		S	S
MF-2, Multi-Family Urban Edge		P	P
MF-3, Multi-Family Urban Living	P	P	P
Mini Warehouse & Self-Storage			S
Municipal Uses Operated by the City of Celina	P	P	P
Office, all types	P	P	P
Parking Structure	P	P	P
Restaurant, Dine-In	P	P	P
Restaurant, Drive-In or Drive-Thru		S	P
Restaurant, Pick-Up or Delivery Only		P	P
Seasonal Sales		S	S
Store, Big Box ¹	S	P	P
Store, General Retail	S	P	P
Store, Grocery	S	P	P
Store, Shopping Centers ²		P	P
Stores, Regional Mall ³	P	P	P
Theater, Indoor	P	P	P

1. A "Big Box" is defined as a major department store, a full-service grocery store, or similarly sized business.
2. "Shopping Centers" are defined as generally one-to-two story and linear in form, with parking at the front and associated pad sites nearer the roadway.
3. "Regional Malls" are defined as a one or more story building containing shops either with an air-conditioned court/walkways (examples are Stonebriar Mall or The Galleria Mall) or with outdoor walkable areas (such as Fire Wheel Center or Fairview Town Center).

- (e) **Prohibited Uses.** The following uses are strictly prohibited unless specifically approved through a planned development by the City Council. Other uses may be prohibited, as prohibited within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Use Chart). If a conflict exists between the Schedule of Uses and Table 1B, below, the uses prohibited by the chart below prevail.

ARTICLE II, PART FIVE, TABLE 1B Prohibited Uses for Dallas North Tollway Overlay District	
<i>Land Uses</i>	
Alternative Financial Services	
Alternative Retail Services	
Auto Repair, Major	
Auto Sales, New & Used	
Auto Wash, Full Service & Self-Service	
Batch Plant, Permanent	
Cemetery or Mausoleum	
Dwelling, Group Home, all types	
Dwelling, Manufactured Home Subdivision	
Dwelling, Single-Family Attached	
Dwelling, Single-Family Detached	
Dwelling, Two-Family	
Landfill	
Manufacturing & Industrial Uses, Heavy	
Manufacturing & Industrial Uses, High Risk	
Salvage Yard, Junk Yard, or Wrecking Yard	
Sexually Oriented Business	
Store, Pawn Shop	
Store, Tire Dealer	
Vending Kiosk, all types	
Wastewater Treatment Plant	
Water Treatment Plant	

(f) **Conflicts.**

- (1) The Director shall have the authority to approve minor modifications to development plans. Any major modification must be approved by the City Council.
- (2) Notwithstanding the prohibition of single family uses within the DNTD, a Planned Development that incorporates the majority of the overall tract in retail, office, and commercial development with vertically integrated residential development along with a minor component of detached single family uses, may be considered by the City Council and become an approved Planned Development use within the DNTD Suburban Subzone.

(g) **Development Standards.**

(1) **Character and intent:**

- i. *High-rise subzone:* The intent of the high-rise subzone is to create an urban character within the subzone, with minimal front yard setbacks that are primarily comprised of walkable sidewalks or plazas, especially on interior streets with more narrow travel lanes and on-street parking. Parking lots at the front of buildings is discouraged; although a drop-off zone with a porte cochere may be allowed. Parking should be structured or placed at the rear of buildings to provide minimum intrusion into the public pedestrian realm. Designs and site plans will be considered during the zoning process and approved as a function of the Concept Plan submitted with the zoning application.
- ii. *Mid-rise subzone:* The intent of the mid-rise subzone is to act as a transition from the more urban character of the high-rise subzone and the more typical suburban development found throughout north Texas. The mid-rise zone allows limited parking in front of the building with the majority of parking being located at the side or rear of the building. Site design should consider the pedestrian connections to both the high-rise subzone and the suburban subzones in addition to providing vehicle access.
- iii. *Suburban subzone:* The intent of the suburban subzone is to allow most commercial, office, and light industrial uses and to allow greater latitude with design of individual sites than in the high-rise or mid-

rise subzones. The suburban subzone prohibits single-family residential development, but may be located adjacent to such developments.

(2) Height of non-residential buildings:

ARTICLE II, PART FIVE, TABLE 2 Building Height in Dallas North Tollway Overlay District		
<i>Subzone:</i>	<i>Maximum height</i>	<i>Minimum height</i>
High-Rise subzone	No maximum	4 stories
Mid-Rise subzone	10 stories	3 stories
Suburban subzone	6 stories	1 story

(h) **Building Facade Standards.** Requirements are applicable to all structures. Color elevations as part of a facade concept plan of the entire proposed project shall be submitted with any zoning request, whether the zoning requested is straight zoning or a planned development.

(1) **Minimum exterior material standards.** Every elevation of each building shall be finished with masonry as specified below. Acceptable masonry finishing materials include brick, stone, synthetic stone, slate, flagstone, granite, limestone, glass, and marble. Three-step stucco may be used as a masonry product on all floors excluding one through three, unless used as an accent material on those floors and not to exceed twenty-five percent (25%).

- i. Floors one through three (1-3) shall be finished with a minimum of seventy-five percent (75%) masonry, as listed above;
- ii. Floors four through six (4-6) shall be finished with a minimum of twenty-five percent (25%) percent masonry, as listed above;
- iii. Masonry materials are not required but may be used on floors seven and above (7+).
- iv. Tilt wall construction is permitted for manufacturing and industrial uses.
- v. Synthetic stucco, such as exterior finish and insulation system (EIFS), may be utilized as an architectural accent material, not to exceed ten percent (10%) of the exterior surface of any building facade.
- vi. Metal or wood exterior construction is allowed as an accent material to enhance the overall architectural design, not to exceed ten percent (10%) of the exterior surface of any building facade.
- vii. No single building material shall cover more than eighty-five percent (85%) of any facade.
- viii. The balance of any exterior finishing materials shall be masonry, three-step stucco, EIFS, architectural concrete masonry units (CMU), concrete tilt wall construction, architectural metal panels (not including corrugated metal), treated engineered wood, and/or glass curtain wall systems.

(2) **Exterior materials exceptions.** These regulations are not meant to hinder or restrict innovative design. If an architectural design or percentage of materials differs from the requirements for minimum masonry percentages listed above, the Director may consider reducing or waiving the masonry requirement to accommodate specific "signature design aesthetic" or for specific branding requirements if the elevations/materials proposed are equal to or better than the required exterior products in terms of quality and durability.

(3) **Ground floor façade details.** Ground floor facades facing the Dallas North Tollway and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the façade. The entrance or entrances on all buildings shall be defined with strong architectural features.

(4) **Architectural articulation.** In addition to the above architectural requirements, all buildings shall incorporate horizontal and vertical articulation as described in Section 14.04.109(d), *Building Articulation Standards Required for Non-Residential Structures*.

(5) **Windows.** Windows shall not be glazed or reglazed with mirrored or reflective glass.

(6) **Roof pitch.** Minimum roof pitch shall be at least 4:12, except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.

(i) **Sidewalk & Parking Location Standards.**

- (1) Location. The required sidewalk in the DNTD district may be located within the front yard building and parking setbacks as well as the right-of-way parkway area from the back of curb to the property line.
- (2) Easement required. A public use or pedestrian access easement shall be provided for the required sidewalk when placed outside of street right-of-way and on private property.
- (3) Construction and location of sidewalks & parking. Sidewalks in the DNTD must adhere to the following standards:
 - i. High-rise Subzone - Minimum ten (10) foot wide sidewalks adjacent to buildings facing or siding streets, with buildings built to the sidewalk edge. Parking shall be structured with limited surface parking at the sides of buildings that do not face a street or at the rear of the building.
 - ii. Mid-rise Subzone – Minimum ten (10) foot wide sidewalks adjacent to buildings, with buildings either built to the sidewalk edge or separated from the sidewalk by a minimum six (6) foot wide landscaped buffer. One parking row and/or an access drive may also be placed between the sidewalk and the façade of a building that faces a street, provided that the landscape buffer is provided to screen the parking row. Additional parking shall be structured or provided as surface parking at the sides of buildings that do not face a street or at the rear of the building.
 - iii. Suburban Subzone - Minimum six (6) feet wide (unless adjacent to a four-lane or six-lane roadway), with buildings set back from the sidewalk by a landscape buffer of at least six (6) feet in width. Parking rows and/or an access drive may also be placed between the sidewalk and the façade of a building that faces a street or at the rear of the building.
 - iv. Sidewalks must be a minimum width of ten (10) feet wide adjacent to any four-lane or six-lane roadway. All other roadway agencies may allow a six (6) foot wide sidewalk.
 - v. In all subzones, regardless of width of sidewalk, a minimum of six (6) feet of clear walkable space shall be provided, free of street furniture, other seating, trees within tree wells, shrubbery, or landscaped containers.
 - vi. Sidewalk approaches to street and driveway intersections shall be straight and parallel to the adjacent street for a minimum of ten (10) feet, constructed with appropriate handicapped access ramps.
 - vii. Detailed construction plans shall be submitted to the Director or his designee for approval prior to construction of the sidewalk.
 - viii. Deviations from these criteria may be approved by the Director for good cause such as cases of unusual or unique topography or to preserve desirable natural features.
 - ix. A minimum six (6) foot wide, paved pedestrian sidewalk shall connect the perimeter sidewalk to the building entry, if the building is set back from the perimeter sidewalk. This connecting sidewalk shall be handicapped accessible.
 - x. Notwithstanding the above regulations, all sidewalks shall conform to the requirements of the Subdivision Ordinance and the *Engineering Design Standards* of the City of Celina, as they exist or may be amended.

- (j) **Trash & Recycling Receptacles**. See Article IV, PART THREE, *Screening Walls & Fences*.

EXHIBIT B

Development Regulations

Development within this Planned Development (PD) District will follow the regulations outlined below and meet the intent of the Concept Plan that is attached as Exhibit C and the permitted uses as noted herein. Any significant changes to the land uses set forth herein shall require approval of the City of Celina Planning & Zoning Commission, as well as the City of Celina City Council as outlined in Sec. 14.01.303.

These planned development standards are established to provide areas for mixed-use development, encourage and promote well-planned, compact and viable retail/commercial development, large scale office, or high-density multi-family.

All development within Tract 1 (see Exhibit C) shall meet the standards of the Dallas North Tollway Overlay (High Rise Subzone) zoning district as established in the City of Celina Zoning Ordinance, with the exceptions noted herein. All development within Tract 2 (see Exhibit C) shall meet the standards of the Dallas North Tollway Overlay (Suburban Subzone) zoning district as established in the City of Celina Zoning Ordinance, with the exceptions noted herein.

These planned development regulations will hold precedence over any conflicting regulations created by the Dallas North Tollway Overlay District, the Collin County Outer Loop Overlay District, the Zoning Ordinances, etc.

- (a) **Permitted Uses:** The following uses are allowed by right or by the approval of a Specific Use Permit (SUP) as noted herein. Other uses may be allowed, as allowed within the specific zoning district or the base zoning designation of the Planned Development, as applicable (see the Schedule of Uses Chart).

Schedule of Permitted Uses ¹		
<i>Land Use</i>	<i>Tract 1 (High Rise)</i>	<i>Tract 2 (Suburban)</i>
Alcohol Sales, Primary	S	S
Alcohol Sales, Secondary	P	P
Assisted Living		S
Auto Laundry or Carwash	S	S
Auto Repair, Minor		S
Auto Sales, Accessories Only		P
Auto Wash, Secondary Use		S
Bank, Savings & Loan, or Credit Union		P
Batch Plant, Temporary	C	C
Child Daycare (business)	S	P
Church/Place of Worship		P
Club, Private (Class I and II)	S	S
Commercial Amusement, all types	S	P
Dwelling, Senior Living, all types		S
Funeral Home/Mortuary		S
Funeral Home (without crematorium)		S
Gas Pumps/Fuel Sales, incl convenience stores, gas stations, etc ²		P
Greenhouse or Nursery, Retail		P
Hardware Stores/Home Garden Center		P
Helistop	S	S
Hospital	S	P

Hotels ^{3 & 4}	P	P
Kiosk (providing a service, must have a principal use)	S	S
Laundry/Dry Cleaning, Pickup Station	S	P
Manufacturing and Industrial Uses, Light		S
Media Studio (without tower)		P
Medical Facilities (secondary / ancillary)	P	P
MF-1, Multi-Family Garden Style ⁵		S
MF-2, Multi-Family Urban Edge ⁵		P
MF-3, Multi-Family Urban Living ⁵	P	P
Microbrewery Sales and Consumption (onsite mfg)	S	S
Mini Warehouse & Self-Storage ⁶		S
Municipal Uses Operated by the City of Celina	P	P
Nursey (retail sales outdoor)	S	S
Office, all types	P	P
Outdoor Display – Sales	S	S
Parking Structure	P	P
Research Lab (nonhazardous)	S	S
Restaurant, Dine-In	P	P
Restaurant, Drive-In or Drive-Thru	S	P
Restaurant, Pick-Up or Delivery Only	S	P
Seasonal Sales	S	S
Single Family Attached (Townhomes or other similar products)		S
Store, Big Box ⁷	S	P
Store, General Retail	S	P
Store, Grocery	S	P
Store, Shopping Centers ⁸	S	P
Stores, Regional Mall ⁹	P	P
Theater, Indoor ¹⁰	P	P
Veterinarian (indoor kennels)		P

- Other similar/complimentary uses may be approved by the City in addition to the specific uses noted herein. Other uses consistent with an urban mixed-use environment may be approved by the City with a Specific Use Permit.
- A maximum of 3 separate facilities are allowed by right (excluding fueling stations that are allowed as accessory uses herein). Additional facilities may be allowed by the City with a specific use permit process.
- Must have a minimum height of 4 stories in Tract 1.
- The Extended Stay use is limited to Tract 2 only with an SUP.
- Age restricted senior living is allowed within this multiple family use.
- Must be a majority climate controlled and majority 2 story minimum in height.
- A “Big Box” is defined as a major department store, a full-service grocery store, or similarly sized business and may include accessory fueling station facilities.
- “Shopping Centers” are defined as generally one-to-two story and linear in form, with parking at the front and associated pad sites nearer the roadway.
- “Regional Malls” are defined as a one or more story building containing shops either with an air-conditioned court/walkways (examples are Stonebriar Mall or The Galleria Mall) or with outdoor walkable areas (such as Fire Wheel Center or Fairview Town Center).
- On Tract 1, the use is permitted by right only if integrated into a mixed use environment. Otherwise, on Tract 1, the use requires an SUP

(b) Development Regulations:

1. Residential Density:

- Multiple-family units (Urban Living Style), minimum forty (40) dwelling units per acre with no maximum.

- B) Multiple-family units (Urban Edge Style), maximum thirty-five (35) dwelling units per acre.
- C) Multiple-family units (Garden Style), maximum twenty-four (24) dwelling units per acre.
- D) Single Family Attached (Townhomes), maximum twelve (12) dwelling units per acre.

2. Open Space:

- A) All multi-family districts require twenty percent (20%) of the gross acreage as open space with a minimum of fifty percent (50%) of that open space being “usable open space,” as defined in Section 14.01.115, *Other Zoning Ordinance Definitions*. Any open space area shall be platted as a common area lot, be owned and maintained by the owner or management firm and be designated with an “X” on the plat. Open space should be located to preserve existing trees and other desirable physical features. Detention/retention ponds may count towards up to 50% of the “useable open space” if amenitized and acceptable as determined by the City at the time of approvals for the preliminary site plan.
- B) MF-3 districts are subject to twenty percent (20%) open space of the building footprint (rather than the gross acreage of MF-1 and MF-2 districts). The Director has the discretion to reduce this percentage if conditions dictate that reducing the open space will be in the best interest of the City.
- C) It is expected that some or all of the shared amenities for MF-3 developments will be provided within interior spaces. Therefore, the open space requirement for this type of multi-family development may be reduced by the amount of shared interior open space provided, such as interior or rooftop swimming pools, sports courts, community rooms, etc.
- D) Applicant’s Request: Non-residential developments have no open space requirements beyond the standard landscape buffers, landscape islands, etc. This requirement does not preclude the requirements related to detention/retention facilities as specified in the City’s engineering standards.

Staff’s Recommendation: Delete Item D from this section.

3. Applicant’s Request – Setbacks:

	SETBACKS		
	<i>Common Property Line Adjacent to Single Family Residential</i>	<i>Common Property Line Adjacent to Non-Residential¹</i>	<i>Buffer Width within setback⁵</i>
Garden/Urban Edge MF	Forty (40) feet	Fifteen (15) feet	Twenty (20)/Ten (10) feet
Urban Living MF	Forty (40) feet	Fifteen (15) feet	Twenty (20)/Ten (10) feet
Non-Residential	Thirty (30) feet	Ten (10) feet	Twenty (20)/Ten (10) feet

1. There is no setback requirement when the building is attached.
2. The front setback for non-residential buildings is a minimum 20’
3. The front yard setback may be reduced to a minimum of fourteen (14) feet behind the face of curb in an urban mixed-use environment upon approval by the City at the time of approvals for the preliminary site plan/preliminary plat.

4. If setbacks are less than the required landscape buffers along ROW's, the greater setback/buffer will take precedence.
5. The required buffer may be adjusted by the City at the time of development, if the use is integrated into a mixed use/urban environment.

Staff's Recommendation – Setbacks:

ARTICLE II, PART FOUR, TABLE 1A SETBACKS AND LANDSCAPE BUFFERS ADJACENT TO SINGLE-FAMILY		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	40 feet	20 feet
3 story	60 feet	30 feet
4+ story	100 feet	40 feet

Note 1. Parking and/or drive aisles may be located within the setback, but not within the buffer.

Note 2. Refer to Section 14.04.207(c) for landscaping requirements within buffers.

ARTICLE II, PART FOUR, TABLE 1B SETBACKS AND LANDSCAPE BUFFERS ADJACENT TO OTHER THAN SINGLE-FAMILY DISTRICTS		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to Other than SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	10 feet	10 feet

Note 1. Parking and/or drive aisles may be located within the setback, but not within the buffer.

Note 2. Refer to Section 14.04.207(c) for landscaping requirements within buffers.

4. Heights:

- A) There is no maximum height limitation in Tract 1.
- B) There is a minimum height limitation in Tract 1 of two (2) stories unless otherwise approved by the City.
- C) The maximum height in Tract 2 for non-residential and urban living (MF 3) structures is seven (7) stories unless otherwise approved by the City. The minimum height is one (1) story.
- D) There is a maximum height of four (4) stories for garden style apartments.
- E) All buildings within an Urban Edge (MF 2) development shall be a minimum of two (2) stories in height and a maximum height of six (6) stories.
- F) All buildings within an Urban Living (MF 3) development shall be a minimum of four (4) stories in height.

5. Multiple Family Parking:

MULTI-FAMILY PARKING SPACES PER UNIT SIZE*	
<i>Type of Unit</i>	<i>Number of Spaces</i>
Studio	1.5
1 bedroom	1.5
2 bedrooms	2.0
3+ bedrooms	2.5
Total required spaces	No less than 1.6 spaces per dwelling unit overall

* Age restricted multifamily complexes can park at a ratio of 1 space per unit count, no matter what the size of an individual unit.

MULTI-FAMILY PERCENT OF ENCLOSED OR STRUCTURED PARKING	
<i>Type of Multi-Family</i>	<i>Minimum Percent of Enclosed or Structured Parking</i>
MF-1, Garden Style *	10%
MF-2, Urban Edge *	none required
MF-3, Urban Living	75%

*An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least fifty percent (50%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).

6. Multiple Family Amenities:

A) MF-1 Garden Style - A minimum of four (4) of the following must be incorporated into each MF-1 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan approval process.

1. Major amenities:
 - i. Dog park.
 - ii. Indoor exercise facility.
 - iii. Jogging trail.
 - iv. Sport courts or fields (volleyball, baseball, tennis etc.).
 - v. Swimming pool.
2. Minor amenities:
 - i. Gazebo.
 - ii. Improved picnic areas (with tables, grills, shading).
 - iii. Playground or tot lot.
 - iv. Splash pad.
 - v. Putting green.

B) MF-2 Urban Edge - A minimum of four (4) of the following must be incorporated into each MF-2 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan approval process.

1. Major amenities:
 - i. Indoor exercise facility.
 - ii. Jogging trail.
 - iii. Sport courts or fields (volleyball, baseball, tennis etc.).
 - iv. Swimming pool.
2. Minor amenities:
 - i. Gazebo.
 - ii. Improved picnic areas (with tables, grills, shading).
 - iii. Playground or tot lot.
 - iv. Splash pad.

C) MF-3 Urban Living - A minimum of three (3) of the following must be incorporated into each MF-3 development. A minimum of two (2) major amenities must be provided. The scale of the amenities as well as other comparable amenities shall be approved through the site plan

approval process.

1. Major amenities:
 - i. Indoor exercise facility.
 - ii. Indoor jogging trail.
 - iii. Sport courts or fields (volleyball, baseball, tennis etc.).
 - iv. Swimming pool.
 - v. Meeting room.
2. Minor amenities:
 - i. Playground or tot lot.
 - ii. Splash pad.

7. Miscellaneous Requirements:

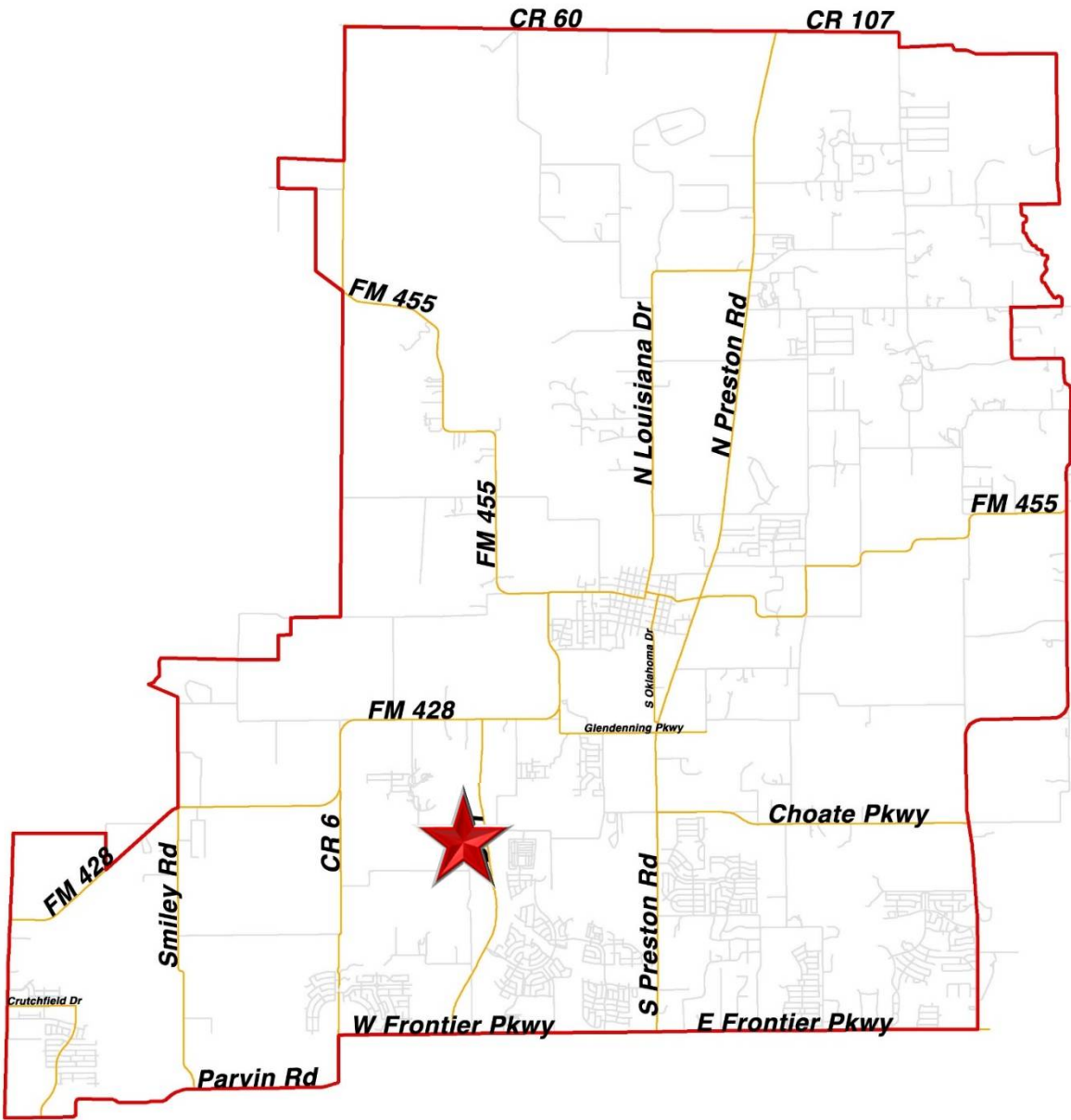
- A) No detailed concept plan is required beyond Exhibit C as provided herein.
- B) Alternative street sections are allowed in an urban mixed-use environment, subject to City approval (i.e. Director of Engineering and Director of Development Services) at the time of preliminary site plan/preliminary plat review and approvals.
- C) In MF-1 and MF-2, boats, campers, trailers, and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall generally not be visible from a public street.
- D) Multiple family buildings with enclosed garages in MF-1 and MF-2, when adjacent to a public street, must face the garage doors internally to the development. Garage doors may not face a public street unless otherwise approved by the City at time of approval of the preliminary site plan/site plan.
- E) Outdoor Sales: Large retail centers may include departments on the exterior of the air-conditioned portion of the building that allows for sales of additional goods and services including, but not limited to, plants and garden materials, equipment, tools, appliances, etc. When this option is utilized, the structure must be built of permanent materials and connected to the main building. Screening shall provide 85% opacity and be constructed with a dark grey mesh or other materials as approved by the City. Nothing shall be stored higher than the screening.
- F) The common boundary between Tract 1 and Tract 2 may be adjusted to accommodate minor changes to actual development uses, not to exceed five (5) percent change in area of either Tract.
- G) It is agreed that any prescriptive ROW for CR5 (north of Punk Carter) may be abandoned by the City at the time of development at the request of the landowner (developer). Any prescriptive ROW for CR5 (south of Punk Carter) may also be abandon at the time of development if agreed to by the City and/or the adjacent landowner.
- H) Applicant's Request – Architectural Standards: The Applicant desires to not have any architectural standards.
Staff's Recommendation – Architectural Standards: Staff believes that the PD should contain architectural standards compliance language.
- I) The thoroughfare alignments show on Exhibits A+C are for illustration purposes only and do not set the alignment(s), which will be determined at the time of the Final Plat.

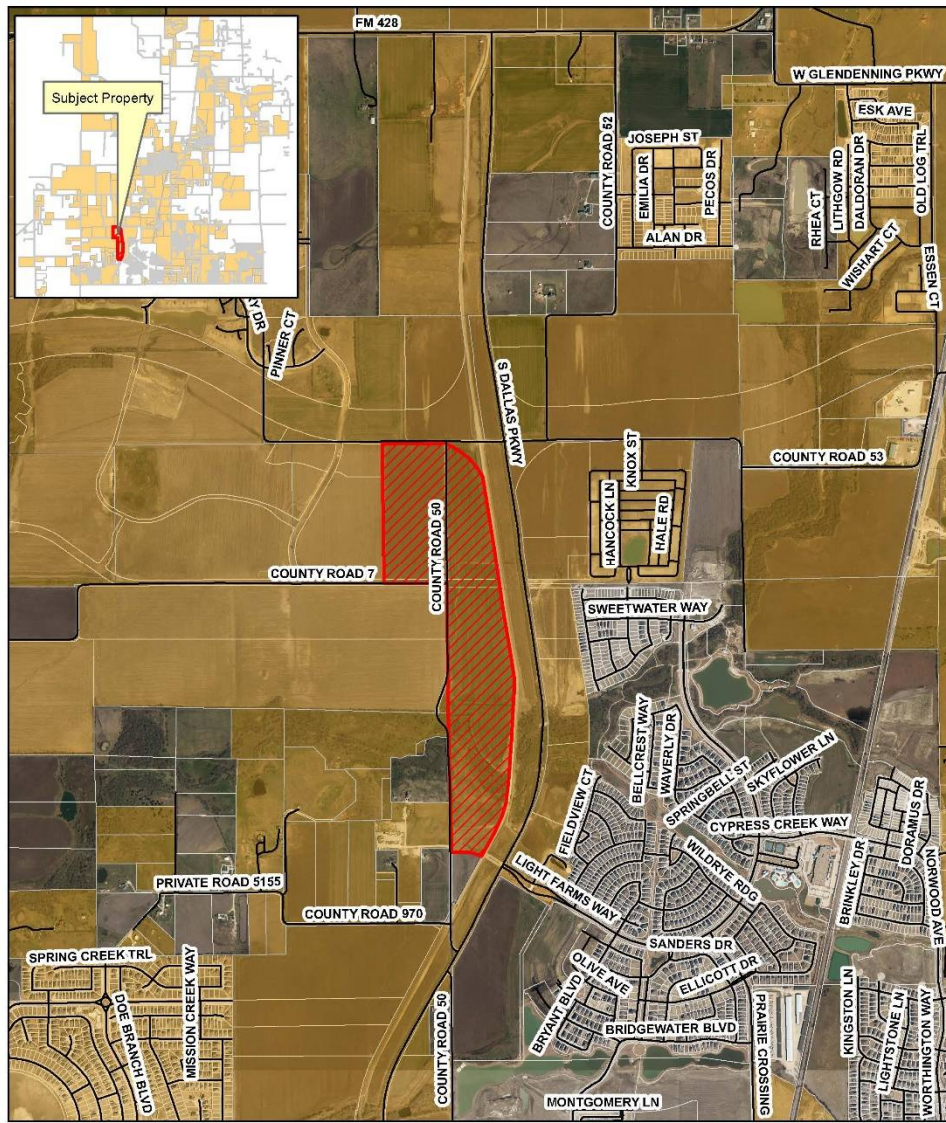
Stearman

Planned Development

Planning & Zoning Commission
February 18, 2020







Location Map

The subject property is generally located at the southwest corner of the future Outer Loop and Dallas North Tollway

Background

- The property is approximately 138 acres within the City Limits and currently zoned AG
- An existing Development Agreement includes broad “commercial, retail, office” land uses
- The property is at a major hard corner of the future Outer Loop and the DNT
- The Planned Development will have a base zoning of the Dallas North Tollway Overlay (DNTTO)



Project Overview

- Staff believes that the DNT0 base zoning sufficiently covers the City's needs and is appropriately market friendly
- The applicant is requesting the ability to apply for Specific Use Permits (SUPs) for a few additional land uses, such as hotels, nurseries, and microbreweries
- Staff has no objection on these land uses since the City retains final approval authority through the SUPs



Project Overview

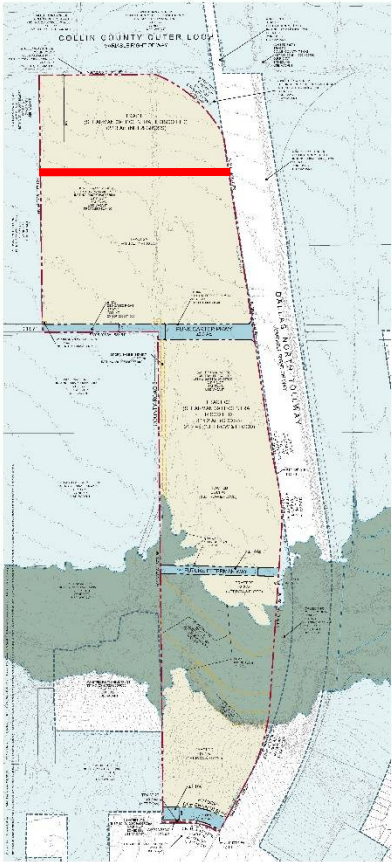
There are 4 individual areas where Staff and the Applicant could not achieve consensus:

- Ø1) Internal boundary line on the Concept Plan
- Ø2) Non-residential Landscaping
- Ø3) Setbacks
- Ø4) Architectural Standards

The Commission's recommendation should include direction on these 4 line items.



1 of 4 – Internal Boundary Line



Applicant Request
(750' south of CCOL)



Staff's
Recommendation
(at Punk Carter
per the DNTD)

Attachment: Staff Presentation (Stearman Tract PD Zoning)

2 of 4 – Non-residential Landscaping

- **Applicant Request:** Non-residential developments have no open space requirements beyond the standard landscape buffers, landscape islands, etc. This requirement does not preclude the requirements related to detention/retention facilities as specified in the City's engineering standards.
- **Staff's Recommendation:** No need to include language in PD, as base design standards govern this at time of permitting, which is best practice.

3 of 4 – Setbacks (DNT0)

ARTICLE II, PART FOUR, TABLE 1A SETBACKS AND LANDSCAPE BUFFERS ADJACENT TO SINGLE-FAMILY		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	40 feet	20 feet
3 story	60 feet	30 feet
4+ story	100 feet	40 feet

Note 1. Parking and/or drive aisles may be located within the setback, but not within the buffer.

Note 2. Refer to Section 14.04.207(c) for landscaping requirements within buffers.

ARTICLE II, PART FOUR, TABLE 1B SETBACKS AND LANDSCAPE BUFFERS ADJACENT TO OTHER THAN SINGLE-FAMILY DISTRICTS		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to Other than SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	10 feet	10 feet

Staff's Recommendation

3 of 4 – Setbacks (Applicant)

	SETBACKS		
	<i>Common Property Line Adjacent to Single Family Residential</i>	<i>Common Property Line Adjacent to Non-Residential ¹</i>	<i>Buffer Width within setback⁵</i>
Garden/Urban Edge MF	Forty (40) feet	Fifteen (15) feet	Twenty (20)/Ten (10) feet
Urban Living MF	Forty (40) feet	Fifteen (15) feet	Twenty (20)/Ten (10) feet
Non-Residential	Thirty (30) feet	Ten (10) feet	Twenty (20)/Ten (10) feet

Applicant Request

4 of 4 – Architectural Standards

- **Applicant's Request:** No architectural standards
- **Staff's Recommendation:** PD should contain standard compliance language for architectural standards. Future developments can always request relief, and the standards have built-in flexibility as well. Simply waiving them without knowing the ultimate project is not recommended.

Policy Considerations

- The PD uses the DNT0 base zoning (1st time – affirmation that it is market based)
- An existing DA applies to the subject property with broad entitlement language
- The PD will help market the subject property
- Staff and the applicant agree on the vast majority of the PD, save for the 4 minor areas where a recommendation is being sought



Recommendation

- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in March
- Staff recommends approval as presented with direction on the 4 individual line items

