

Agenda Section	Informational Items
Section Number	IV.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	1. Monthly Report 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



Main Street Monthly Report

November 2018

Prepared by Doris Cooks
Interim Main Street Manager

ORGANIZATION:

Dates	Update on projects or activities
November 2	Farmers and Fleas Market preparation: Contacted vendors and assigned rental spaces.
November 3	Farmers and Fleas Market event. Event was well attended. Rental spaces were almost filled to capacity. Several vendors paid rental space fees for December 1, 2018. The volunteer team was Awesome. The market yielded \$515.00 for Nov 2018.
November 4	Cleaned/Organized the Best Center, to include inventory of equipment and supplies.
November 5	Met with City Manager and staff to submit Farmers and Fleas Market report regarding fees and rental space reservations.
November 6	Met with City Manager regarding Texas Main Street monthly report.
November 7	Prepared/Completed the Texas Main Street monthly report for October, 2018.
November 8	Submitted the Texas Main Street monthly report to the Main Street State Office.
November 13	Attended City Council meeting: Council appointed a new Main Street board member.
November 14, 19, 20, 27 & 28	Interim Manager collaborated with City Manager and volunteer Les Cooks to update the vendor application form. The updated form is now "Fillable on Line".
November 27-30	Prepared for the December 2018 Farmers and Fleas Market: Assigned spaces and contacted vendors.

PROMOTION:

Dates	Update on projects or activities
November 14-16	Met with downtown business and building owners regarding the downtown Christmas light display. Received numerous positive comments regarding the perpetuation of the Main Street program.
November 15	Met with volunteer Leaca Caspari (Chairperson) to plan the Treats for Tatum Elementary event scheduled to be held Dec 5, 2018 on the square at the Gazebo.
November 19	Teleconferenced with the Main Street State Director, Debra Drescher to discuss Farmersville Main Street training to be held on Dec 10, 2018.
November 29	Attended Advocating for Your City webinar at City Hall. Networked with other trainees.

DESIGN:

Dates	Update on projects or activities
November 8	Collaborated with City Manager and Mayor Randy Rice regarding the placement of the Historical Marker. Placement still pending.

ECONOMIC RESTRUCTURING:

Dates	Update on projects or activities
November 29	Visited the historic movie theater (The Texan) in Greenville, Texas to observe the finished renovation. During the visit I met with the theater manager and gathered ideas regarding historical preservation and economic impact. The Texas Theater has the "Wow Factor".

Agenda Section	Informational Items
Section Number	IV.E
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	1. Minutes 2. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
REGULAR MEETING
October 15, 2018, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

- Chairman Paul Kelly presided over the meeting which was called at 6:30 p.m. Commissioners Lance Hudson, Russell Chandler, Sarah Jackson-Butler and Wyatt McGuire were in attendance. Commissioner Rachel Crist was absent. Also, in attendance were City Manager, Ben White; staff liaison, Sandra Green; and Council liaison, Craig Overstreet.
- Paul Kelly led the prayer and the pledges to the United States and Texas flags.

II. PUBLIC HEARING

- A. Public hearing to consider, discuss and act upon a recommendation to City Council regarding a request for a replat of certain property consisting of approximately 5.655 acres of land that is situated in the extraterritorial jurisdiction of the City of Farmersville in an area that is located generally south and east of Shinn Circle, east of Far Hills Lane, along a portion of Willow Bend Road and extending to the east and south from the terminus of Willow Bend Road, and which land is more particularly identified as being a part of Lot 57 of the Rolling Hills Addition Phase 1 (to be replatted as Lots 57A & 57D).
- Paul Kelly opened the public hearing at 6:31 p.m. and asked if anyone was in attendance to speak for the item.
 - Carl Mercy who resides at 810 Hill Street stated he borders the property and is concerned about the roadway. He explained that two vehicles cannot pass at the same time. He wanted the road widened and reconstructed to allow better access. He also wanted to make sure there were no electrical lines to where people could get shocked.
 - Sandra Green asked what material the current road was constructed with.

- Carl Mercy stated it was made of crushed asphalt.
- Sandra Green stated the applicant would have to complete the road to her property as per the Subdivision Ordinance. She explained that until the road was completed, and our engineers sign off on the work, then the plat could not be filed with the county.
- Ravina Jaiswal, who does not live in Farmersville, stated she was there representing her daughter. Her daughter owns property around the area. She was concerned the letter she received was an annexation letter.
- Sandra Green explained the letter was to separate one lot into two and it had nothing to do with annexation.
- Karen Adcox who lives at 205 Farr Hill stated the road was tar and gravel. She explained it was a one lane road. She was wanting to know if the right-of-way was being extended and if they have to make it a two lane road.
- Ben White stated the right-of-way would be 50 feet. He stated the road that was put in would have to meet City requirements. The requirements would be either 26 to 28 feet with curb and gutter.
- Paul Kelly asked if there was anyone else who wanted to speak for the replat.
- No one came forward so he asked if anyone wanted to speak against the replat.
- No one came forward so Paul Kelly closed the public hearing at 6:45 p.m.
- Paul Kelly stated he would like to table the item and let the engineer look at the property and the road and then bring it back to the Commission.
- Wyatt McGuire asked who was responsible for Willow Bend Road.
- Ben White stated it was a City road and the City would eventually be responsible for it, but it would be the applicant's responsibility to extend the road to her property.
- Wyatt McGuire questioned if the applicant would have to construct the road to City standards with curb and gutter for the area they are extending.
- Ben White stated it may be an estate development that would not require gutters. He explained Sandra Green would hold the plat until the road was extended and then file the plat at the county.
 - Motion to continue until the next meeting made by Sarah Jackson-Butler
 - 2nd to approve made by Russ Chandler
 - All members voted in favor

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider, discuss and act upon minutes from August 20, 2018.

- Motion to approve made by Sarah Jackson-Butler
- 2nd to approve made by Luke Ingram
- All members voted in favor

B. Consider, discuss and act upon minutes from September 17, 2018.

- Motion to approve made by Russell Chandler
- 2nd to approve made by Lance Hudson
- All members voted in favor

C. Consider, discuss and act upon special meeting minutes from September 27, 2018.

- Motion to approve made by Wyatt McGuire
- 2nd to approve made by Luke Ingram
- All members voted in favor

D. Consider, discuss and act upon a recommendation to City Council for the Minor Plat of The Lee Addition, Lot 1 an addition to the City of Farmersville being 0.206 acres in the W.B. Survey, Abstract No. 952.

- Paul Kelly stated it appeared this plat went to the Board of Adjustments for the lot width and lot square footage. He stated City Council did approve the variance.

- Motion to approve made by Wyatt McGuire
- 2nd to approve made by Sarah Jackson-Butler
- All members voted in favor

IV. ADJOURNMENT

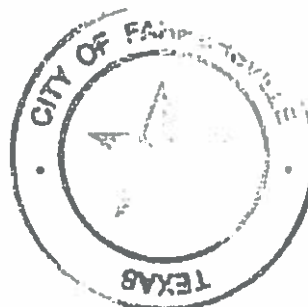
Meeting was adjourned at 6:54 p.m.

ATTEST:


Sandra Green, City Secretary

APPROVE:


Paul Kelly, Chairman





**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
SPECIAL MEETING
October 22, 2018, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

- Vice-Chairman Sarah Jackson-Butler presided over the meeting which was called at 6:30 p.m. Commissioners Russell Chandler, Rachel Crist and Wyatt McGuire were in attendance. Commissioners Lance Hudson, Paul Kelly and Luke Ingram were absent. Also, in attendance were City Manager, Ben White; staff liaison, Sandra Green; Council liaison, Craig Overstreet; and City Attorney, Alan Lathrom.
- Craig Overstreet led the prayer and the pledges to the United States and Texas flags.

II. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Public hearing to consider, discuss and act upon a recommendation to City Council regarding a request for a replat of certain property consisting of approximately 5.655 acres of land that is situated in the extraterritorial jurisdiction of the City of Farmersville in an area that is located generally south and east of Shinn Circle, east of Far Hills Lane, along a portion of Willow Bend Road and extending to the east and south from the terminus of Willow Bend Road, and which land is more particularly identified as being a part of Lot 57 of the Rolling Hills Addition Phase 1 (to be replatted as Lots 57A & 57D).
- Sarah Jackson-Butler opened the public hearing at 6:32 p.m. and asked if anyone wanted to speak for or against the replat.
 - No one came forward so Sarah Jackson-Butler closed the public hearing at 6:33 p.m.
 - Sarah Jackson-Butler asked if the Commission would like to discuss the replat and she stated it was continued from the last meeting because of the roadway. She explained the applicant wrote a letter to ask for a waiver from

completing the full length of the road with curb and gutter.

- Carl Mercy stood up and wanted to speak.
- Sara Jackson-Butler re-opened the public hearing at 6:34 p.m.
- Carl Mercy stated his house was the last one on the street and he is not against the replat, but he wants the Commission to require the roadway to be widened. He explained that two vehicles could not pass on the roadway without going into the grass. He indicated a contractor actually went off the side of the road when another car was going by and made ruts on his property and ruined his culvert.
- The Commission asked who was responsible for the roads there.
- Ben White indicated the City was responsible for them and there was approximately a 70 foot section from the end of the current road to the applicant's property. He stated the right-of-way showed to be 50 feet and the road is currently made of chip seal.
- Rachel Crist asked how many houses were past him on the road.
- Carl Mercy said the applicant would be the only house past his.
- Sarah Jackson-Butler closed the public hearing at 6:47 p.m.
- Alan Lathrom suggested the Commission go into Executive Session to discuss the replat under Section 551.071 of the Texas Local Government Code to consult with Attorney.
- Sarah Jackson-Butler stated the Commission would go into Executive Session at 6:48 p.m.
- Sarah Jackson-Butler announced the Commission would reconvene from Executive Session at 7:25 p.m.
 - Motion to approve a waiver to the plat for the owner to continue the current road approximately 70 feet from the current end point to the property line with the same specifications and material that the road is currently made of made by Russell Chandler
- Alan Lathrom asked if the motion also included the approval of the replat
- Russ Chandler stated it did include the approval of the replat.
 - 2nd to approve made by Wyatt McGuire
 - All members voted in favor


B. Public hearing to consider, discuss and act upon a text amendment to the Comprehensive Zoning Ordinance that will amend: Section 77-41, "Establishment of Zoning Districts," and Section 77-53, "Non-Residential and Mixed-Use Zoning District Regulations," to establish a new "HII - High Impact Industrial" zoning classification; Section 77-46, "Schedule of Permitted Uses," regarding uses to be allowed in the new "HII - High Impact Industrial" zoning classification as well as certain uses currently allowed in the "HI - Heavy Industrial" zoning classification; and, Section 77-54(a), "Highway Commercial Overlay District," as it may apply to uses allowed in the new "HII - High Impact Industrial" zoning classification that may be situated in the Highway Commercial Overlay District area.

- Sarah Jackson-Butler opened the public hearing at 7:28 p.m.
- Bill Cox who has a business located at 321 N. Central Expressway, McKinney, Texas owns the lot in front of Gerdau. He stated he wanted to encourage the Commission to consider rezoning his property at the same time as the other lots.
- Leasa Caspari who lives at 405 Summit Street stated this was the first she had heard about the HII – High Impact District. She wanted a definition of the district and wanted some clarification.
- Alan Lathrom stated the City was just looking at the district and not any particular properties or uses.
- Leasa Caspari stated she was concerned about high impact uses like feed lots and slaughter houses and if they would be allowed.
- Randy Smith who resides at 508 CR 610 stated he was concerned as to why the Ordinance was being rushed through the system. He stated he did not have enough information to have an opinion as to be for or against the Ordinance.
- Sarah Jackson-Butler stated the Commission conducted a workshop concerning the proposed Ordinance in the past.
- Randy Smith explained he was not sure all the uses would be a good idea in the HII - High Impact District. He pointed out he did not feel an airport would mix well in that area.
- Sarah Jackson-Butler asked if anyone else wanted to speak for or against the Ordinance.
- No one came forward so Sarah Jackson-Butler closed the public hearing at 7:39 p.m.
- Ben White wanted to clarify a few points. He stated that if people look at the proposed Ordinance they will see the uses that are allowed and those that are not allowed. He explained at the previous workshop there were only a few options the City could take. The thought process was doing something that allows uses, including batch plants, that would encourage them to annex into the City. But, if they were not allowed by right to operate their business they would not annex into the City and they would stay in the county. If the City created a separate zoning district for them, then the City could limit the amount of those uses that could come into the City. He explained they tried to line up with Light Industrial and Heavy Industrial uses and modified those allowed uses to make the HII – High Impact District. Some commercial did not apply and that was removed. He stated that was how the airport was a permitted use.
 - Motion to approve and recommend Ordinance to the City Council made by Wyatt McGuire
 - 2nd to approve made by Rachel Crist
 - All members voted in favor, except for Russell Chandler who voted no.

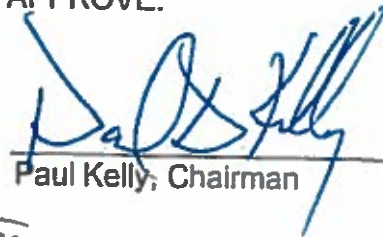
III. ADJOURNMENT

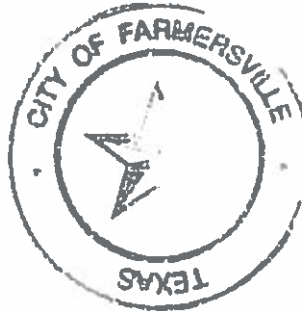
Meeting was adjourned at 8:05 p.m.

ATTEST:


Sandra Green, City Secretary

APPROVE:


Paul Kelly, Chairman



Agenda Section	Informational Items
Section Number	IV.F
Subject	Building & Property Standards Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

V. Public Hearing

Agenda Section	Public Hearing
Section Number	V.A
Subject	<p>Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the replat for Farmersville Market Center II, which property is generally located south of U.S. Highway 380 and west of County Road 607 subject to the consideration, discussion and action upon the following required waivers requested by Palladium Farmersville, Ltd., for such approval: A waiver of the requirement set out in Farmersville Code Section 65-42(b)(1) that each lot front onto a dedicated, improved public street given the fact that this development is a multi-family development situated within a subdivision that was originally platted as a commercial development and not a single-family residential development;</p> <ol style="list-style-type: none"> 3. A waiver of the requirement set out in Farmersville Code Section 65-42(b)(6) that each multi-family lot shall have a minimum of 100 feet of frontage on a dedicated street because this multi-family development is an in-fill development project on a property originally platted for commercial development; 4. A waiver of the requirement set out in Farmersville Code Section 65-44(c)(5) that Palladium Farmersville, Ltd., as the property owner, provide all rights-of way required for existing or future streets, and all required street improvements because this multi-family development is an in-fill project on a property originally platted for commercial development that is taking access to and from public thoroughfares upon and across easements internal to the overall commercial development; and, 5. A waiver of the requirement set out in Farmersville Code Section 65-42(c)(17) that all subdivisions have at least two points of access from improved public roadways, and that driveway access onto roadways shall be provided because this multi-family development is an in-fill project on a property originally platted for commercial development that is taking access to and from public thoroughfares upon and across easements internal to the overall commercial development including a new private access and fire lane easement acquired from Brookshire's to provide a second point of ingress and egress to this multi-family community.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	1. Staff Report

	<ol style="list-style-type: none"> 2. Application 3. Waiver letter from Palladium 4. Access Easement Documents 5. DBI Engineering Letter 6. Trip Calculations 7. Plat 8. Examples of other Palladium sites
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



PLANNING & ZONING AGENDA ITEM

SUBJECT: Farmersville Market Center II

MEETING DATE: December 11, 2018

DEPARTMENT: Planning

CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

- A. Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the replat for Farmersville Market Center II, which property is generally located south of U.S. Highway 380 and west of County Road 607 subject to the consideration, discussion and action upon the following required waivers requested by Palladium Farmersville, Ltd., for such approval:
1. A waiver of the requirement set out in Farmersville Code Section 65-42(b)(1) that each lot front onto a dedicated, improved public street given the fact that this development is a multi-family development situated within a subdivision that was originally platted as a commercial development and not a single-family residential development;
 2. A waiver of the requirement set out in Farmersville Code Section 65-42(b)(6) that each multi-family lot shall have a minimum of 100 feet of frontage on a dedicated street because this multi-family development is an in-fill development project on a property originally platted for commercial development;
 3. A waiver of the requirement set out in Farmersville Code Section 65-44(c)(5) that Palladium Farmersville, Ltd., as the property owner, provide all rights-of way required for existing or future streets, and all required street improvements because this multi-family development is an in-fill project on a property originally platted for commercial development that is taking access to and from public thoroughfares upon and across easements internal to the overall commercial development; and,
 4. A waiver of the requirement set out in Farmersville Code Section 65-42(c)(17) that all subdivisions have at least two points of access from improved public roadways, and that driveway access onto roadways shall be provided because this multi-family development is an in-fill project on a property originally platted for commercial development that is taking access

to and from public thoroughfares upon and across easements internal to the overall commercial development including a new private access and fire lane easement acquired from Brookshire's to provide a second point of ingress and egress to this multi-family community.

ITEM SUMMARY:

- The Planning & Zoning Commission was scheduled for Thursday, November 29, 2018 to make a recommendation to the City Council regarding the replat. The Planning & Zoning Commission approved items 1-3 by a unanimous vote. Item 4 was voted down due to concerns of traffic safety. When the replat came up for a vote it passed with all members voting in favor except for one who abstained.



SUBDIVISION APPLICATION FORM

City of Farmersville, Texas

Please Type or Print Information

This form shall be completed by the Applicant and submitted to the City Secretary's Office along with 6 copies of the respective plat, fees, and all other required information.

In order for a completed package to be considered for a Planning and Zoning Board meeting all application materials will need to be turned into the City staff at least 3 weeks prior. The package will need to be technically complete 6 working days prior to the Planning and Zoning Board meeting.

The use of City of Farmersville administrative forms, checklists, and routing sheets shall not relieve the applicant from following the rules, standards, ordinances, and laws governing the City of Farmersville.

The submission of plans/drawings, calculations, etc., along with this application, makes such items public record and the Applicant understands that they may be viewed and/or reproduced by the general public.

For a list of fees associated see the City of Farmersville Master Fee Schedule. Fees shall be collected for the purpose of defraying the costs of administrative, clerical, engineering, legal, planning, inspection, and other services deemed necessary to properly review and investigate plats and subdivision construction.

Exemptions to the platting process are listed in section 1.5 of the Subdivision Ordinance.

Subdivision Ordinance variances/waivers may be granted by following the steps outlined in section 1.10 of the Subdivision Ordinance.

Public infrastructure requirements established by the respective code (example, International Fire Code) and interpreted by the code official may be appealed based on a claim of incorrect interpretation, code applicability, or equivalent methodology. Code requirements cannot be waived.

Place "X" or check mark in appropriate box. All answers must be "Yes" to submit application.

Pre-Application Requirements		
Yes	No	Requirement
X		Attended Pre-Application Conference
X		Plat described by metes and bounds
X		Plat located with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part
X		Dimensions of plat and of each street, alley, square, park, or other part of the plat intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part
X		Plat is located in Collin County
		Plat is located in Hunt County
X		Plat is located within the City of Farmersville corporate limits or Extra-Territorial Jurisdiction (ETJ) limits

Subdivision Application Form

Place "X" or check mark in appropriate box. Use the N/A (not applicable) box if a line item is not applicable. Double asterisk items are required for all applications. Where separate documents are requested attach them to this submission.

Required Submission Materials			
Yes	No	N/A	Item Description
x			** Six copies of plat. Dimensions should be 24" X 36".
	x		* * Original certified tax certificate
x			** Utility service provider letters
x			** Proof of land ownership document
x			** Electronic version of plat on CD (.PDF and .DWG)
x			** Fees with appropriate retainer as required
		x	Governmental (TxDOT, Collin County, etc.) approval for major thoroughfare access such as driveway
		x	Farmersville Independent School District (FISD) accommodation letter (high impact residential or multi-family only)
x			Two copies of engineering plans
		x	On-Site Sanitary Sewer Facility (OSSF) certification document
		x	Engineer's Summary Report
x			Development schedule
		x	Development agreement
		x	Copy of covenants, conditions, restrictions, and agreements
		x	Geotechnical report
		x	Traffic study
		x	Application letter for proposed street names

Place "X" or check mark in appropriate box. Only one box may be indicated.

Type of Plat Document Submittal	
	Concept Plan
	Preliminary Plat
	Final Plat
	Development Plat
x	Replat
	Amending Plat
	Minor Plat
	Vacated Plat

Subdivision Application Form

Place information in all spaces that apply. Depending on the situation some spaces may be left empty.

Property Owner Information	
Name	III TO I FARMERSVILLE MP, LP, a Texas limited partnership
Address	6900 North Dallas Parkway Suite 625
City	Plano
State	TX
Zip	75024
Work Phone Number	
Facsimile Number	
Mobile Phone Number	972-345-6474
Email Address	esteenson46@gmail.com
Applicant/Responsible Party Information	
Name	Carlos E. Urzola
Address	13455 Noel Road, Suite 400
City	Dallas
State	Texas
Zip	75240
Work Phone Number	972-774-4448
Facsimile Number	
Mobile Phone Number	
Email Address	curzola@palladiumusa.com
Engineer Information	
Name	Jonathan Hake, Cross Engineering
Address	131 S. Tennessee Street
City	McKinney
State	Texas
Zip	75069
Work Phone Number	972-562-4409
Facsimile Number	972-562-4471
Mobile Phone Number	214-477-4581
Email Address	jhake@crossengineering.biz
Surveyor Information	
Name	Ringley & Associates, Inc.
Address	701 S. Tennessee Street
City	McKinney
State	Texas
Zip	75069
Work Phone Number	972-542-1266
Facsimile Number	972-542-8682
Mobile Phone Number	214-697-5029
Email Address	lhr@ringley.com

Subdivision Application Form

General Application Information	
Proposed Name of Subdivision	Farmersville Market Center II
Total Acreage of Development	6.742
Physical Location of Property	SEC U.S. Highway 380 and County Road 607
Legal Description of Property	Lot 4 of the Farmersville Market Center II Addition
Number of Lots	1

Place "X" or check mark in appropriate box indicating the form provided for proof of land ownership. Attach document to this submission.

Type of Plat Document Submittal	
	General Warranty Deed
X	Special Warranty Deed
	Title Policy
	Other (approved by City Manager):

Place "X" or check mark in appropriate box indicating the current zoning districts comprising the land. Depending on the situation more than one box may be indicated.

Current Zoning		
	A	Agricultural District
	SF-1	One-Family Dwelling District
	SF-2	One-Family Dwelling District
	SF-3	One-Family Dwelling District
	2F	Two-Family Dwelling District
	MF-1	Multiple-Family Dwelling District-1
X	MF-2	Multiple-Family Dwelling District-2
	P	Parking District
	O	Office District
	NS	Neighborhood Service District
	GR	General Retail District
	C	Commercial District
	HC	Highway Commercial
	CA	Central Area District
	I-1	Light Industrial District
	I-2	Heavy Industrial District
	PD	Planned Development District
		Extra-Territorial Jurisdiction

Subdivision Application Form

Place "X" or check mark in appropriate box indicating the proposed zoning districts comprising the land. Depending on the situation more than one box may be indicated. If zoning remains unaffected mark the same as above in the "Current Zoning Districts" table.

Proposed Zoning		
	A	Agricultural District
	SF-1	One-Family Dwelling District
	SF-2	One-Family Dwelling District
	SF-3	One-Family Dwelling District
	2F	Two-Family Dwelling District
	MF-1	Multiple-Family Dwelling District-1
X	MF-2	Multiple-Family Dwelling District-2
	P	Parking District
	O	Office District
	NS	Neighborhood Service District
	GR	General Retail District
	C	Commercial District
	HC	Highway Commercial
	CA	Central Area District
	I-1	Light Industrial District
	I-2	Heavy Industrial District
	PD	Planned Development District
		Extra-Territorial Jurisdiction

Place "X" or check mark in appropriate box indicating the proposed use of the land. Depending on the situation more than one box may be indicated.

Use of Land and Buildings	
Housing Uses	
	One Family Detached Dwelling
	One Family Attached Dwelling
	Zero Lot Line Dwelling
	Town Home
	Two Family Dwelling
X	Multiple Family Dwelling
	Boarding or Rooming House
	Bed and Breakfast Inn
	Hotel or Motel
	HUD Code Manufactured Home
	Industrialized Housing
	Mobil Home

Subdivision Application Form

Use of Land and Buildings	
Accessory And Incidental Uses	
	Accessory Building
	Farm Accessory Building
	Home Occupation
x	Off Street Parking Incidental to Main Use
	Stable
x	Swimming Pool
x	Temporary Field Office or Construction Office
Utility And Services Uses Electrical Substation	
	Electrical Energy Generating Plant
	Electrical Transmission Use
	Fire Station
	Gas Lines and Regulating Station
	Public Building Shop or Yard of Local State or General Agency
	Radio, Television, or Microwave Tower
	Radio or Television Transmitting Station
x	Sewage Pumping Station
	Sewage Treatment Plant
	Telephone Business Office
	Telephone Exchange, Switching Relay or Transmitting Station
	Utility Line, Local
	Utility Shops or Storage Yards or Buildings
	Water Standpipe or Elevated Water Storage
	Water Reservoir, Well or Pumping Station
	Water Treatment Plant
Recreational And Entertainment Uses	
	Amusement, Commercial
	Amusement, Commercial
	Country Club with Golf Course
	Dance Hall or Night Club
	Day Camp for Children
	Drag Strip or Commercial Racing
	Go Cart Track
	Gun Range
	Park or Playground
	Play Field or Stadium
	Rodeo Grounds
	Swim or Tennis Club
	Theater
	Trailer Park - Recreational Vehicle Park

Subdivision Application Form

Use of Land and Buildings	
Educational And Institutional Uses	
	Art Gallery or Museum
	Cemetery or Mausoleum
	Church or Rectory
	College, University or Private School
	Community Center
	Convent or Monastery
	Fairgrounds or Exhibition Area
	Fraternity, Sorority, Lodge or Civic Club
	Home for Alcoholic, Narcotic or Psychiatric Patients
	Hospital Acute Care
	Hospital Chronic Care
	Historical, Religious, Charitable or Philanthropic Nature
	Kindergarten or Nursery
	Library
	Nursing Home or Residence for Aged
	School, Business or Trade and
	School, Public or Parochial
Transportation Related Uses	
	Airport, Landing Field or Heliport
	Bus Station or Terminal and
	Motor Freight Terminal
	Parking Lot Truck
	Parking Lot Structure Commercial
	Railroad Freight Terminal
	Railroad Passenger Station
	Railroad Track or Right-of-Way
	Railroad Team Tracks
Automobile Service Uses	
	Auto Glass, Muffler or Seat Cover Shop
	Auto Laundry
	Auto Parts and Accessory Sales
	Auto Parts and Accessory Sales
	Auto Painting or Body Rebuilding Shop
	Automobile Repair Garage
	Gasoline or Fuel Service Station
	New or Used Auto Sales in Structure
	New or Used Auto Sales Outdoor Lot
	Motorcycle or Scooter Sales and Repair
	Steam Cleaning or Vehicles or Machinery
	Tire Retreading or Capping
	Trailer, Cargo Sales or Rental
	Wrecking or Auto Salvage Yard

Subdivision Application Form

Use of Land and Buildings	
Retail And Related Service Uses	
	Antique Shop
	Art Supply Store
	Bakery or Confectionery Shop
	Bank or Saving And Loan Office
	Barber or Beauty Shop
	Book or Stationery Shop
	Camera Shop
	Cleaning Shop or Laundry
	Cleaning Laundromat
	Clinic, Medical or Dental
	Custom Personal Service Shop
	Department Store or Discount Store
	Drug Store or Pharmacy
	Farmers Market
	Florist Shop
	Food Store
	Furniture or Appliance Store
	Garden Shop and Plant Sales
	Handcraft and Art Objects Sales
	Hardware Store or Hobby Shop <input type="checkbox"/> Key Shop
	Laboratory, Medical or Dental
	Medical Appliances, Fitting, Sales or Rental
	Mortuary
	Offices, General Business or Professional
	Office Showroom/Warehouse or Sales Facilities
	Optical Shop or Laboratory
	Pawn Shop
	Pet Shop, Small Animals, Birds, and Fish
	Private Club
	Repair of Appliances, T.V., Radio and Similar Equipment
	Restaurant or Cafeteria
	Restaurant or Eating Establishment
	Retail Shop, Apparel, Gift Accessory and Similarities
	Sexually Oriented Establishment
	Studio Decorator and Display of Art Objects
	Studio Health Reducing or Similar Service
	Studio, Photographer, Artist, Music, Drama, or Dance
	Tool Rental
	Trailer or RV Sales or Display
	Variety Store or Other Retail Outlet Store
	Veterinarian Office Only

Subdivision Application Form

Use of Land and Buildings	
Agricultural Types Uses	
	Farm or Ranch
	Animal Pound
	Animal Clinic or Hospital
	Animal Clinic, Hospital or Kennel
	Greenhouse or Plant Nursery
Commercial Type Uses	
	Bakery Wholesale
	Building Material Sale
	Cabinet and Upholstery Shop
	Cleaning, Drying or Laundry Plant
	Clothing or Similar Light Assembly Process
	Contractors Storage or Equipment Yard
	Heavy Machinery Sales, Storage or Repair
	Lithographic or Print Shop
	Maintenance and Repair Service for Buildings
	Milk Depot, Dairy or Ice Cream Plant
	Manufactured House or Industrialized Homes Sales and Display
	Open Storage of Furniture, Appliances or Machinery, Etc.
	Paint Shop
	Petroleum Products, Storage and Wholesale
	Plumbing Shop
	Propane Storage and Distribution
	Storage Warehouse
	Trailer or Recreational Vehicle Sales or Display
	Welding or Machine Shop
	Wholesale Office Storage or Sales Facilities
Industrial Uses	
	Asphalt Paving Batching Plant
	Concrete Batching Plant
	Concrete Products Manufacture
	Light Manufacturing
	Sand and Gravel Storage
	Sand, Gravel, Stone or Petroleum Extraction



Subdivision Application Form

Indicate the utility provider's name for the property in the space provided.

Utility Providers	
Description of Service	Name
Electrical Service Provider	Texas New Mexico Power
Water Supplier	City of Farmersville
Sewage Disposal	City of Farmersville
Telephone Service	Charter Communications
Cable TV Service	Charter Communications
Gas Service	Atmos Energy
Refuse Pick-Up	

The signatures of the owner(s) below indicate intention to follow through with the platting/subdivision process.

By: III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, its general partner
 By: III to I Property Management, L.L.C. a Texas limited liability company, its Manager

Owner's Signature  Co-Owner's Signature  Co-Owner's Signature	Owner's Name (Printed) Scott R. Steenson, Manager Co-Owner's Name (Printed) Darrell W. Cain, Manager Co-Owner's Name (Printed)	Date 10/26/2018 Date 10/30/2018 Date
--	--	--



October 24, 2018

Ms. Sandra Green
City Secretary
City of Farmersville
205 S. Main
Farmersville, TX 75422

RE: Palladium Farmersville
Plat Related Waivers

Dear Ms. Green:

We respectfully submit this letter requesting the approval of requested waivers for our Palladium Farmersville apartment community. Pursuant to Section 65-9 Farmersville Code for Platting

Section 65-42 (b)(1) – States that each lot shall front onto a dedicated, improved public street or private street. Our development, being an in-fill development will front onto an access drive. We request a waiver for this clarification.

Section 65-42 (b)(6) – States that each multi-family lot shall have a minimum 100' frontage on a dedicated street. Being an in-fill development, our lot (LOT 4) has slightly over 315' of frontage on an access drive. We request a waiver for this clarification.

Section 65-44 (c)(5) – States a dedication of right-of-way necessary for the approach road providing access to the subject property. Palladium has secured easements with adjacent property owners providing access to our property. We request a waiver for this clarification.

Section 65-44 (c)(17) – States that all subdivision shall have at least two (2) points of access from improved public roads. Palladium has secured an easement with Brookshire's which will provide our second point of access to an improved public road. We request a waiver for this clarification.

Palladium wishes to develop an 80 unit multi-family in-fill development creating modern mixed use feel. We respectfully request approval of the waivers based on the reasons given above. Approval, not based on any hardships but as utilizing better development means and methods.

If there are any comments or questions pertaining to our request, please do not hesitate to contact me at 972-774-4450 or by email at sjohnson@palladiumusa.com


Scott Johnson
Palladium Farmersville, Ltd.

FIRST AMENDMENT
TO
EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND

This **FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND** (the "**Amendment**") is made this 25th of October, 2018, among Brookshire Grocery Company, a Texas corporation ("**Brookshire**"), FMP5 LLC, a Texas limited liability company ("**FMP5**"), and III to I Farmersville MP, LP, a Texas limited partnership ("**Developer**").

WITNESSETH:

WHEREAS, Brookshire is the owner of Farmersville Market Center Lot 2 as shown on the plan attached hereto as Exhibit A-1, the same being more particularly described on Exhibit B attached hereto and made a part hereof (the "**Brookshire Property**"); and

WHEREAS, FMP5 is the owner of Farmersville Market Center II Lots 1 and 3 as shown on the plan attached hereto as Exhibit A-1, the same being more particularly described on Exhibit C attached hereto and made a part hereof, and Developer is the owner of Farmersville Market Center II Lot 4 as shown on the plan attached hereto as Exhibit A-1, the same being more particularly described on Exhibit C attached hereto and made a part hereof (collectively, "Lots 1, 3 and 4" or individually "Lot 1," "Lot 3" or "Lot 4"); and

WHEREAS, Brookshire and Developer entered into that certain agreement, styled Easements with Covenants and Restrictions Affecting Land, dated August 26, 2011, recorded as Document No. 20111013001099290 in the Real Property Records of Collin County, Texas (the "**Agreement**"), which imposed certain easements, covenants and restrictions on the Brookshire Property and on Lots 1, 3 and 4; and

WHEREAS, Developer now desires to modify certain easements, covenants and restrictions as affecting Lot 4 of Lots 1, 3 and 4, and FMP5 and Brookshire are willing to agree to such modifications as set forth in this Amendment; and

WHEREAS, these recitals are incorporated into and made a part of this Amendment for all purposes.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Brookshire, FMP5 and Developer agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined in this Amendment have the meanings given such terms in the Agreement.

2. **Connecting Drive**. Brookshire, FMP5 and Developer acknowledge and agree (i) that the Connecting Drive, as contemplated by Section 1(c) of the Agreement and shown on Exhibit A-1 attached hereto, has been constructed in accordance with the Agreement and completed; (ii) that Developer has performed all its obligations under Section 1(c) with respect to construction of the Connecting Drive, landscaping and parking spaces; and (iii) that no alternative, substitute parking spaces are required on Lot

4 to serve the Brookshire Property. Notwithstanding anything to the contrary contained in the Agreement, trucks may use the Connecting Drive located on Lot 4 of the Developer's property; however, the restrictions in Section 1(c) prohibiting truck traffic on the Brookshire Property and Section 1(d) against construction traffic utilizing the Common Areas on the Brookshire Property for access to the property of Developer remain in full force and effect. Except for police, fire and emergency vehicles, no construction, heavy load, or truck traffic may use the Connecting Drive located on the Brookshire Property.

3. Buildings.

a. Design and Construction. Section 4(a) of the Agreement is amended in its entirety to read as follows:

Design and Construction. The design and construction of any building located within the Building Areas on Lots 1 and 3 shall be of high quality consistent with that found in first class shopping centers. The design and construction of any building located within the Building Areas on Lot 4 shall be consistent with that found in Class A multi-family residential developments. Brookshire, FMP5 and Developer recognize a dashed line on Exhibit A-2 and labeled thereon as "Height Restriction Line". Any buildings located on Lot 1, Lot 3 or Lot 4 north of the Height Restriction Line shall be one-story permanent masonry buildings not to exceed twenty-four (24) feet in height above finished floor elevation (except specialty roof treatments which may extend to no greater than twenty-six (26) feet in height from finished floor elevation). Any rooftop equipment on any buildings on Lot 1, Lot 3 or Lot 4 shall be screened in a manner reasonably acceptable to Brookshire. Lots 1, 3 and 4 shall be kept neat and orderly until improved and developed.

b. Parking Ratio. Section 4(b) of the Agreement is amended in its entirety to read as follows:

Parking Ratio. FMP5 agrees that sufficient parking shall be provided and maintained on Lot 1 and on Lot 3 so as to provide at all times a minimum parking ratio of five parking spaces per 1,000 square feet of building area, or the minimum number of parking spaces necessary to satisfy the applicable city code or ordinance requirement, whichever is greater. With respect to Lot 4, Developer shall provide the minimum number of parking spaces necessary to satisfy the applicable city code or ordinance requirement.

c. Damage and Destruction. Section 4(d) of the Agreement is amended in its entirety to read as follows:

Damage and Destruction. Once constructed, in the event any building on Lot 1 or on Lot 3 is damaged or destroyed and FMP5 elects not to replace, repair or rebuild the same, then FMP5 shall, within twelve (12) months from the date of the damage or destruction, raze the building (or such parts thereof that have been damaged or destroyed), clean the area of all debris, and pave and/or landscape the same in a manner that is compatible with the Brookshire Property or otherwise acceptable to Brookshire. With respect to Lot 4, Developer shall have no obligation to raze any building for so long as Developer is proceeding in a commercially reasonable manner to replace, repair or rebuild any damage or destruction of any building or otherwise re-develop Lot 4, including, without limitation, working with insurers or lenders, preparing plans and other development activity; provided, however, in the event Developer elects not to replace, repair or rebuild

same, then Developer shall, within twenty-four (24) months from the date of the damage or destruction, raze the building (or such parts thereof that have been damaged or destroyed), clean the area of all debris, and pave and/or landscape the same in a manner that is compatible with the Brookshire Property or otherwise acceptable to Brookshire.

4. **Common Areas on Lot 4.** Brookshire, FMP5 and Developer agree that, from and after the date of this Amendment, the only Common Area on Lot 4 is the Connecting Drive, notwithstanding anything to the contrary contained in Section 5 of the Agreement. Any and all easements under the Agreement over, through or around Lot 4 for roadways, walkways, ingress and egress, parking of motor vehicles, access to service drives or loading are hereby terminated (and Section 5 of the Agreement is so amended), except for the non-exclusive easement over and through the Connecting Drive for ingress and egress by Permitted Users. Brookshire agrees that Developer may, in its discretion, limit or restrict access to Lot 4, except for ingress and egress over the Connecting Drive, including, without limitation, by signage, fencing and other methods, in connection with the ownership, development and operation of Lot 4. Developer has no obligation to provide or permit parking on Lot 4 to Brookshire, FMP5, Brookshire's Permitted Users or FMP5's Permitted Users, and Brookshire has no obligation to provide or permit parking on the Brookshire Property to Developer or Developer's Permitted Users. Notwithstanding anything to the contrary contained in Section 5(b) of the Agreement, in addition to the terms of said Section 5(b), Developer's Permitted Users shall be permitted to park on Lot 4 at all times consistent with the use of Lot 4 as a multi-family residential development.

5. **Insurance.** Section 6(b)(iii) is amended in its entirety to read as follows:

The policies of insurance required for each Party in Article 6.b.(i) shall name the other Party or Parties as additional insureds. Each Party shall provide to the other Party, upon written request, certificates evidencing the fact that the insurance coverages required by Section 6.b.(i) have been obtained.

6. **Intentionally Omitted.**

7. **Joint and Several Obligations: No Liability.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several. However, no owner of any of the Brookshire Property or any of Lots 1, 3 or 4 shall be liable for the acts, omissions or breaches under the Agreement of any other owner of any of such property.

8. **No Other Amendment.** Subject to the express amendments contained herein, the Agreement remains in full force and effect.

9. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one unified agreement.

[Signatures follow on the next pages.]

EXECUTED as of the date first set forth above.

BROOKSHIRE:

BROOKSHIRE GROCERY COMPANY,
a Texas corporation

By: 

Printed Name: Christopher Massey

Its: VP Corporate Counsel, Secretary

DEVELOPER:

III TO I FARMERSVILLE MP, LP,
a Texas limited partnership

By: **III to I Property Management-Farmersville MP, LLC,**
a Texas limited liability company,
its General Partner

By: **III:I Property Management, L.L.C.,**
a Texas limited liability company,
its Manager

By: _____
Scott R. Steenson, Manager

By: _____
Darrell W. Cain, Manager

EXECUTED as of the date first set forth above.

BROOKSHIRE:

BROOKSHIRE GROCERY COMPANY,
a Texas corporation

By: _____

Printed Name: _____

Its: _____

DEVELOPER:

III TO I FARMERSVILLE MP, LP,
a Texas limited partnership

By: **III to I Property Management-Farmersville MP, LLC,**
a Texas limited liability company,
its General Partner

By: **III:I Property Management, L.L.C.,**
a Texas limited liability company,
its Manager

By: 

Scott R. Steenson, Manager


By: 

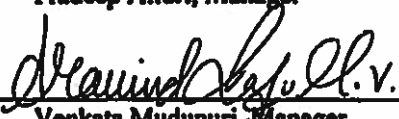
Darrell W. Cain, Manager

FMP5:

FMP5 LLC,
a Texas limited liability company

By: 
Raja Ramesh Kothapalli, Manager

By: 
Pradeep Alluri, Manager

By: 
Venkata Mudunuri, Manager

By: 
Surendra Rudraraju, Manager

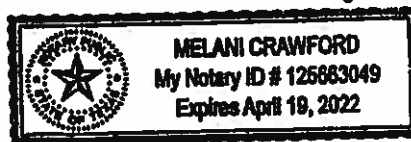
By: 
Srinivas Bogudameedi, Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 25 day of October, 2018, by Christopher Massey, the VP-Corporate Counsel, Secretary of Brookshire Grocery Company, a Texas corporation, on behalf of said corporation.

Melani Crawford
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Scott R. Steenson, the Manager of III:I Property Management, L.L.C., a Texas limited liability company, the Manager of III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, the General Partner of III to I Farmersville MP, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Darrell W. Cain, the Manager of III:I Property Management, L.L.C., a Texas limited liability company, the Manager of III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, the General Partner of III to I Farmersville MP, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

ACKNOWLEDGMENTS

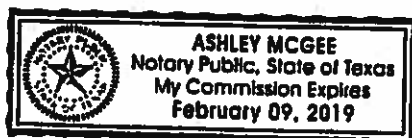
STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____, the _____ of Brookshire Grocery Company, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Willin §

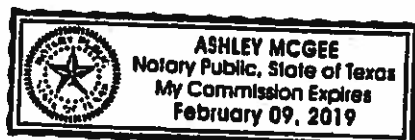
This instrument was acknowledged before me on the 24 day of October, 2018, by Scott R. Steenson, the Manager of III:I Property Management, L.L.C., a Texas limited liability company, the Manager of III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, the General Partner of III to I Farmersville MP, LP, a Texas limited partnership, on behalf of said limited partnership.



Ashley McGee
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 24 day of October, 2018, by Darrell W. Cain, the Manager of III:I Property Management, L.L.C., a Texas limited liability company, the Manager of III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, the General Partner of III to I Farmersville MP, LP, a Texas limited partnership, on behalf of said limited partnership.



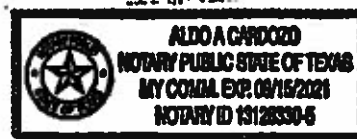
Ashley McGee
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Dallas §

Raja R. Kothapalli

This instrument was acknowledged before me on the 20th day of October, 2018, by Raja Ramesh Kothapalli, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.

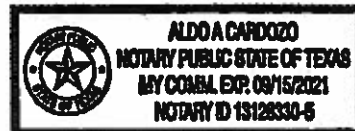
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF Dallas § Pradeep Alluri

This instrument was acknowledged before me on the 20th day of October, 2018, by Pradeep Alluri, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.

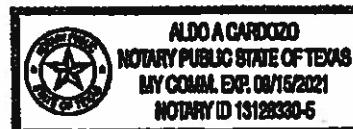
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF Dallas § Venkata Mudunuri

This instrument was acknowledged before me on the 20th day of October, 2018, by Venkata Mudunuri, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas



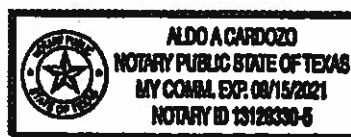
STATE OF TEXAS

COUNTY OF Dallas

Surendra Rudraraju

This instrument was acknowledged before me on the 20th day of October, 2018, by Surendra Rudraraju, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas



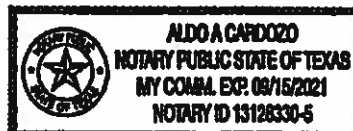
STATE OF TEXAS

COUNTY OF Dallas

Srinivas Bogudameedi

This instrument was acknowledged before me on the 20th day of October 2018, by Srinivas Bogudameedi, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas



U.S. HIGHWAY NO. 380
(Variable Width Right-of-Way)

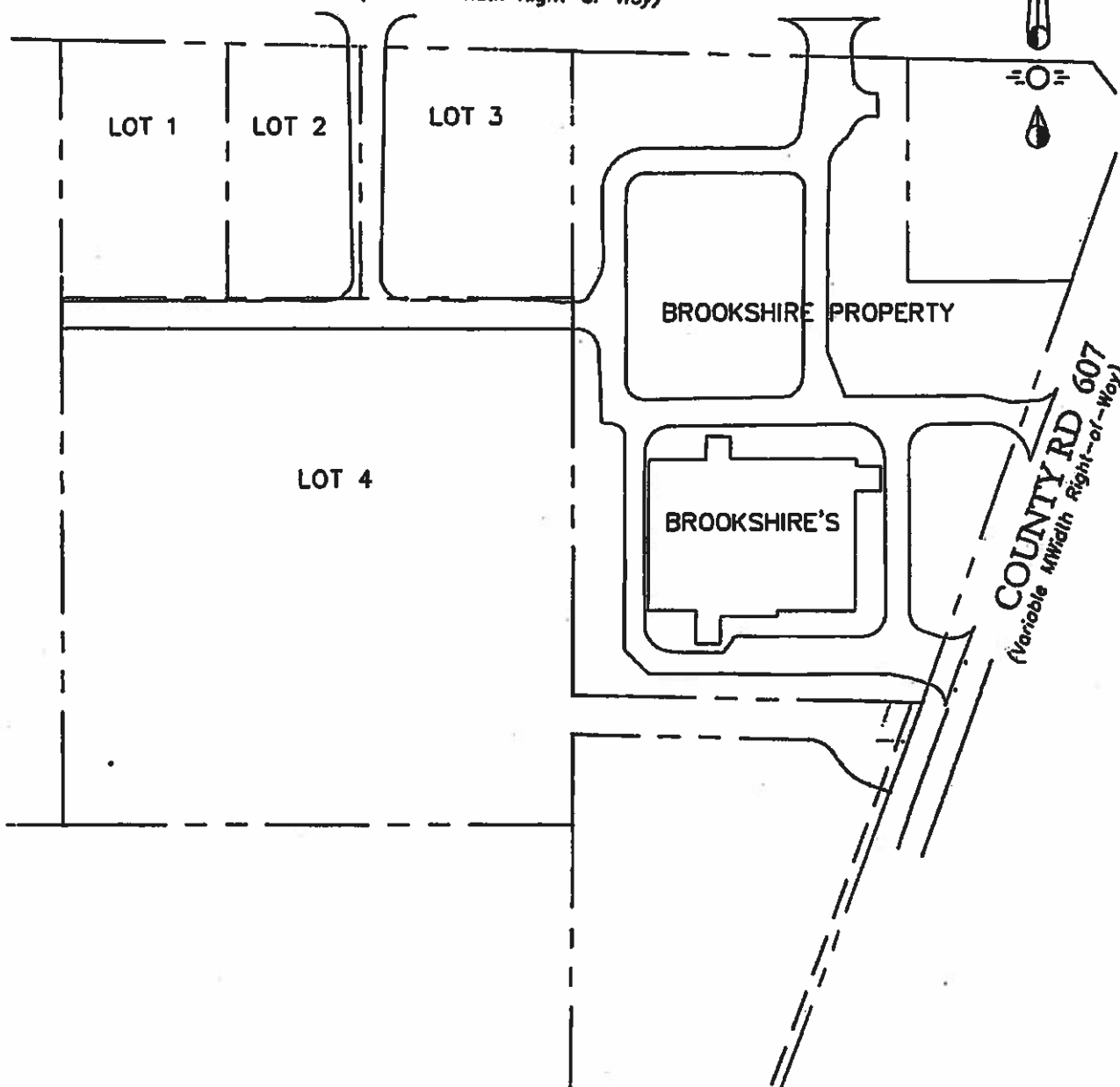


EXHIBIT "A-1"
PALLADIUM FARMERSVILLE APARTMENTS
#17162, October 22, 2018

CROSS ENGINEERING
CONSULTANTS, Inc.

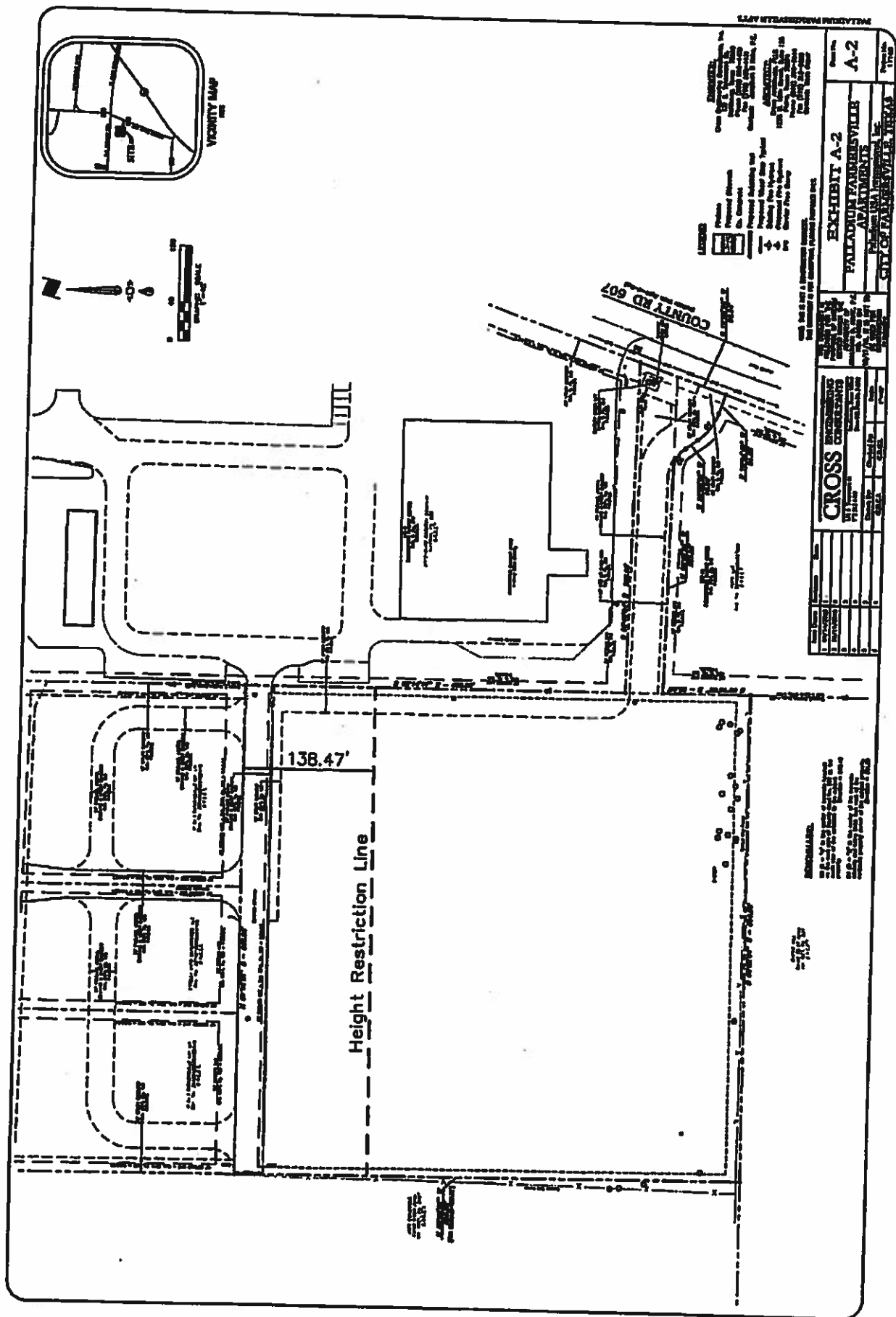


EXHIBIT B

Brookshire Property

All that certain tract or parcel of land located in the David J. Jaynes Survey, Abstract 471, Collin County, Texas, being part of a called 12.02 acre tract, described in a Deed from Garis Dale McGasick to J & J's Pflstop, Inc., dated January 25, 2002 recorded in Volume 5103 on Page 388 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod (set) for the northwest corner of the above referenced 12.02 acre tract, in the south right of way line of U. S. Highway No. 380, same being the northeast corner of a called 5.0 acre tract as described in a Partition Deed to Francis Dyer Hickman and recorded in Volume 807 on Page 527 in said Deed Records, from which a 3/8 inch iron rod in a 3" iron pipe (found) bears South 30 deg. 38 min. 18 sec. West -- 5.48 feet,

THENCE South 88 deg. 32 min. 35 sec. East with the north line of said 12.02 acre tract and the south right of way line of U. S. Highway No. 380, a distance of 338.22 feet to a 1/2 inch iron rod (set) for corner in same,

THENCE South across said 12.02 acre tract, a distance of 272.00 feet to a 1/2 inch iron rod (set) for corner,

THENCE East continuing across said 12.02 acre tract, a distance of 177.40 feet to a 1/2 inch iron rod (set) for corner in the east line of same, and being in the west right of way line of County Road 607 (Old Highway No. 78);

THENCE South 19 deg. 39 min. 34 sec. West with the east line of said 12.02 acre tract and the west right of way line of County Road 607 (Old Highway No. 78), a distance of 456.15 feet to a 1/2 inch iron rod (set) for corner in same;

THENCE North 88 deg. 32 min. 35 sec. West across said 12.02 acre tract, a distance of 362.50 feet to a 1/2 inch iron rod (set) for corner in the west line of same, and being in the east line of the aforementioned 5.0 acre tract;

THENCE North with the west line of said 12.02 acre tract and the of east line of said 5.0 acre tract, a distance of 700.00 feet to the PLACE OF BEGINNING, containing 6.425 acres (279,882 sq. ft.) of land.

EXHIBIT C

Lots 1, 3 and 4

Lots 1 and 3:

Being Lots 1 and 3, of Lots 1-4 of FARMERSVILLE MARKET CENTER II and Re-Plat - Lot 1R & 3R of Farmersville Market Center, an addition to the City of Farmersville, Collin County, Texas, according to the Plat thereof recorded in Volume 2011, Page 189, Map Records, Collin County, Texas. As affected by Certificate of Correction filed 09/30/2011, recorded under cc#20110930001046210, Real Property Records, Collin County, Texas.

Lot 4:

Being Lot 4, of Lots 1-4 of FARMERSVILLE MARKET CENTER II and Re-Plat - Lot 1R & 3R of Farmersville Market Center, an addition to the City of Farmersville, Collin County, Texas, according to the Plat thereof recorded in Volume 2011, Page 189, Map Records, Collin County, Texas. As affected by Certificate of Correction filed 09/30/2011, recorded under cc#20110930001046210, Real Property Records, Collin County, Texas.

EXHIBIT C



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
11/01/2018 08:10:50 AM
\$78.00 DFOSTER
20181101001357350

Stacey Kemp

PRIVATE FIRE LANE AND ACCESS EASEMENT

This **PRIVATE FIRE LANE AND ACCESS EASEMENT** (this "**Agreement**") is entered into this 25th day of October, 2018 (the "**Effective Date**"), by and among Brookshire Grocery Company, a Texas corporation ("**Brookshire**"), FMP5 LLC, a Texas limited liability company ("**FMP5**"), and III to I Farmersville MP, LP, a Texas limited partnership ("**Developer**").

WITNESSETH:

WHEREAS, Brookshire is the owner of Farmersville Market Center Lot 2, the same being more particularly described on Exhibit A attached hereto and made a part hereof (the "**Brookshire Property**"); and

WHEREAS, FMP5 is the owner of Farmersville Market Center II Lots 1 and 3 ("**Lot 1**" and "**Lot 3**"), the same being more particularly described on Exhibit B attached hereto and made a part hereof, and Developer is the owner of Farmersville Market Center II Lot 4 ("**Lot 4**"), the same being more particularly described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, reference is made to Farmersville Market Center II Lot 2 ("**Lot 2**"), the same being more particularly described on Exhibit B attached hereto and made a part hereof, and to the owner of Lot 2 (the "**Lot 2 Owner**") (Lot 1, Lot 2, Lot 3 and Lot 4, collectively, the "**Lots**"); and

WHEREAS, the relative location of the Brookshire Property and the Lots, one to the others, is depicted on Exhibit C attached hereto; and

WHEREAS, FMP5 and Developer have requested that Brookshire grant to FMP5, Lot 2 Owner and Developer and their respective successors and assigns a private access easement on, over, upon and across the access, ingress and egress easement area located on the Brookshire Property, such access easement area being more particularly described and depicted on Exhibit D attached hereto (the "**Access Easement Area**") for the benefit of the Lots; and

WHEREAS, Brookshire is willing to grant such easement on the terms and conditions set forth in this Agreement; and

WHEREAS, these recitals are incorporated into and made a part of this Agreement for all purposes.

NOW, THEREFORE, in consideration of the premises, to memorialize their respective agreements with respect to such matters and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brookshire, FMP5 and Developer hereby agree as follows:

1. **Grant of the Access Easement.** Brookshire hereby grants to FMP5, Lot 2 Owner and Developer, and their respective successors and assigns, a perpetual, non-exclusive private fire lane and access easement on, over, upon and across the Access Easement Area for the benefit of the Lots for the sole purpose (the "**Access Easement**") of vehicular and pedestrian access, ingress and egress, including, without limitation, police, fire and emergency vehicles, to and from the Lots on, over, upon and across the Access Easement Area (the "**Access Easement Purpose**"). The Access Easement and the Access Easement Area may be used by FMP5, Lot 2 Owner and Developer, and their respective successors,

assigns and invitees, and police, fire and emergency vehicles, only for the Access Easement Purpose. Except for police, fire and emergency vehicles, the Access Easement and the Access Easement Area shall not be used for construction, heavy load, or truck traffic. This Agreement is subject to all matters of record affecting the Access Easement Area. The Access Easement Area is only a portion of the Brookshire Property; the Access Easement will not extend beyond the boundaries of the Access Easement Area; and neither FMP5, Lot 2 Owner, Developer nor their respective successors, assigns or invitees have any rights or interests under this Agreement to the use of any other portion of the Brookshire Property.

PROVIDED, HOWEVER, as to any construction on the Lots, in no event shall construction traffic utilize the Access Easement or Access Easement Area for access to the Lots, and Developer shall erect and maintain signs on Lot 4 at the entrance to the Access Easement Area and elsewhere as appropriate and permitted that are visible to traffic approaching the Brookshire Property and directing such construction traffic to other access to the Lots.

2. Non-Exclusive. The rights of FMP5, Lot 2 Owner and Developer to use the Access Easement Area and the Access Easement are nonexclusive, and Brookshire reserves for itself and its successors and assigns the right to use all or part of the Access Easement Area for such purposes as Brookshire may deem appropriate, as long as such use does not unreasonably interfere with the Access Easement Purpose. Brookshire also reserves the right to convey to others the right to use all or part of the Access Easement Area as long as such further conveyance is subject to the terms of this Agreement.

3. Other Easement and CCRs. In the event of any conflict between the terms of this Agreement and the terms of that certain agreement between Brookshire and Developer, styled Easements with Covenants and Restrictions Affecting Land, dated August 26, 2011, recorded as Document No. 20111013001099290 in the Real Property Records of Collin County, Texas, as amended, which imposes certain easements, covenants and restrictions on the Brookshire Property and on Lots 1, 3 and 4, the terms of this Agreement shall control as to the Access Easement, the Access Easement Purpose and the Access Easement Area.

4. Compliance with Laws. FMP5, Lot 2 Owner and Developer shall not use the Access Easement Area in a manner which violates any law or regulation.

5. Maintenance: Casualty or Condemnation: Maintenance Fees. Brookshire shall maintain the Access Easement Area, and any improvements thereon, in good order, repair and condition. Also, Brookshire shall promptly repair and restore the Access Easement Area, and any improvements thereon, as nearly as practicable to the condition of same prior to any condemnation of any portion of the Access Easement Area or any casualty. Commencing on the Effective Date of this Agreement, the owner of Lot 4 shall pay to Brookshire annually the amount of ONE THOUSAND AND 00/100THS DOLLARS (\$1,000.00) as a contribution toward the cost of maintenance of the Access Easement Area located on the Brookshire Property (the "Maintenance Fee"). The first installment of the Maintenance Fee due hereunder shall be paid to Brookshire within thirty (30) days after the Effective Date of this Agreement and thereafter on or before October 1 of each successive calendar year. The Maintenance Fee shall be sent to Brookshire at the address below:

Brookshire Grocery Company
P.O. Box 910288
Dallas, Texas 75391-0288
RE: Facility Services - Store No. 79

(or at such other address as to which Brookshire gives written notice)

6. Mortgage. If by virtue of any right or obligations set forth herein a lien shall be placed upon the Brookshire Property, such lien shall expressly be subordinate and inferior to the lien of any first lien holder now or hereafter placed on the Brookshire Property. Any holder of a first lien on the Brookshire Property, and any assignee or successor in interest of such first lien holder, shall be subject to the terms and conditions of this Agreement in their capacity as lien holder or owner, whether acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise, and the terms and conditions of this Agreement shall be superior and senior to any lien placed upon the Brookshire Property. As of the Effective Date, there is no lien on the Brookshire Property.

7. Default by FMP5, Lot 2 Owner or Developer. In the event of any default by FMP5, Lot 2 Owner or Developer, after Brookshire's giving written notice to such owner of the alleged default with reasonable specificity and the continuance of such alleged default after the lapse of thirty (30) days, Brookshire shall have all rights and remedies under law for such default; provided, however, Brookshire shall have no right to terminate the Access Easement granted by this Agreement on account of any default by FMP5, Lot 2 Owner or Developer or their respective successors or assigns.

8. Covenants Running with the Land; Successors and Assigns; Release. The Access Easement is appurtenant to and runs with the Brookshire Property and the Lots, whether or not such easement is referenced or described in any conveyance of the Brookshire Property or the Lots or any portion thereof. Such Access Easement is for the benefit of FMP5, Lot 2 Owner and Developer and their respective successors and assigns who at any time own any of the Lots or any interest therein. Upon any conveyance of Lot 1, Lot 2, Lot 3 or Lot 4, the owner thereof shall be released from any further obligations under this Agreement relative to the property so conveyed; provided, however, no conveyance by such owner shall release such owner from any liability that resulted from an act or omission under this Agreement by such owner that occurred prior to the effective date of the conveyance unless Brookshire approves the release in writing. No owner of any of the Brookshire Property or any of the Lots shall be liable for the acts, omissions or breaches under this Agreement of any other owner of any of such property.

9. No Public Rights. The Access Easement granted by this Agreement is not intended, and shall not be construed, to be a dedication to the public or to create any rights in or for the benefit of the general public save and except to the extent the Access Easement provides access for police, fire and emergency vehicles. Notwithstanding the foregoing or any provision contained in this Agreement to the contrary, Brookshire may at any time and from time to time dedicate, convey or grant easements with respect to the Access Easement Area to any governmental authority provided that such additional grant does not interfere with the purpose of this Access Easement.

10. Enforcement. This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity, except as otherwise provided in Section 7 of this Agreement.

11. Attorneys' Fees. If any party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recovery reasonable attorneys' fees and court and other costs.

12. Governing Law. This Agreement will be construed under the laws of the State of Texas.

13. **Amendment: Cooperation.** This Agreement contains the complete agreement of the parties and cannot be amended or varied except by written agreement of the parties or their successors. Notwithstanding anything to the contrary set forth in this Agreement, in the event Brookshire should desire to alter or reconfigure any part of the Brookshire Property, including any improvement to or on the Brookshire Property, in any way that interferes with all or part of the Access Easement Area then Brookshire shall have the right to amend the Access Easement Area to accommodate such alteration or reconfiguration and the parties and their respective successors shall, at the request of Brookshire, reasonably cooperate with Brookshire to amend this Agreement accordingly, including executing or delivering any instrument, furnishing any information or performing any other act reasonably necessary to effectuate such amendment without undue delay, so long as the performance of such acts will not require the cooperating party to incur unreasonable costs and expenses.

14. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

15. **Severability.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

16. **Joint and Several Obligations: No Liability.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several. However, no owner of any of the Brookshire Property or any of the Lots shall be liable for the acts, omissions or breaches under this Agreement of any other owner of any of such property.

17. **Limitations on Termination and Amendment.** Notwithstanding anything herein to the contrary, no termination of this Agreement shall be effective without the prior written agreement of the City of Farmersville, Texas, and no amendment to any section granting the Access Easement for the benefit of the Lots herein and the right to police, fire and emergency vehicles to access the Access Easement Area shall be amended to abrogate those rights without the prior written agreement of the City of Farmersville, Texas.

[Signatures follow on the next pages.]

EXECUTED as of the date above set forth.

BROOKSHIRE:

BROOKSHIRE GROCERY COMPANY,
a Texas corporation

By: 

Printed Name: Christopher Massey

Its: VP - Corporate Counsel, Secretary

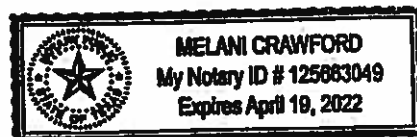
STATE OF TEXAS

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COUNTY OF SMITH §

This instrument was acknowledged before me on the 25 day of October, 2018, by Christopher Massey, the VP - Corporate Counsel, Secretary of Brookshire Grocery Company, a Texas corporation, for and on behalf of said corporation.


Notary Public, State of Texas



FMP5:

FMP5 LLC,
a Texas limited liability company

By: [Signature]
Raja Ramesh Kothapalli, Manager

By: [Signature]
Pradeep Alluri, Manager

By: [Signature]
Venkata Mudunuri, Manager

By: [Signature]
Surendra Rudraraju, Manager

By: [Signature]
Srinivas Bogudameedi, Manager

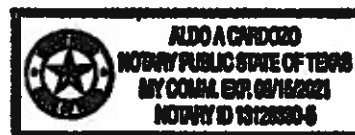
STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on the 20th day of October, 2018, by Raja Ramesh Kothapalli, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.

[Signature]
Notary Public, State of Texas



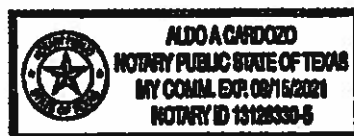
STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 20th day of October, 2018, by Pradeep Alluri, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas



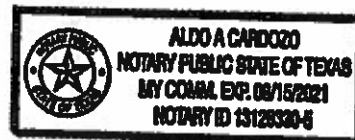
STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 20th day of October, 2018, by Venkata Mudunuri, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas



STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 20th day of October, 2018, by Surendra Rudraraju, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas



STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on the 20th day of October 2018, by Srinivas Bogudameedi, the Manager of FMP5 LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas





DEVELOPER:

III TO I FARMERSVILLE MP, LP,
a Texas limited partnership

By: **III to I Property Management-Farmersville MP, LLC,**
a Texas limited liability company,
its General Partner

By: **III:I Property Management, L.L.C.,**
a Texas limited liability company,
its Manager

By: 
Scott R. Steenson, Manager

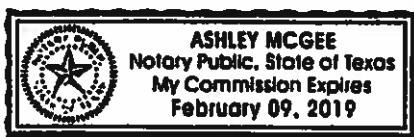
By: 
Darrell W. Cain, Manager

STATE OF TEXAS

COUNTY OF Collin

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This instrument was acknowledged before me on the 24 day of October, 2018, by Scott R. Steenson, the Manager of III:I Property Management, L.L.C., a Texas limited liability company, the Manager of III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, the General Partner of III to I Farmersville MP, LP, a Texas limited partnership, on behalf of said limited partnership.



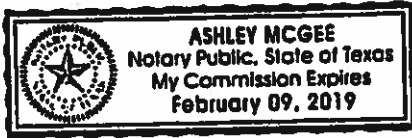

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Collin

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This instrument was acknowledged before me on the 24 day of October, 2018, by Darrell W. Cain, the Manager of III:I Property Management, L.L.C., a Texas limited liability company, the Manager of III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, the General Partner of III to I Farmersville MP, LP, a Texas limited partnership, on behalf of said limited partnership.



Ashley McGee
Notary Public, State of Texas

EXHIBIT A

Brookshire Property

All that certain tract or parcel of land located in the David J. Jaynes Survey, Abstract 471, Collin County, Texas, being part of a called 12.02 acre tract, described in a Deed from Garlis Dale McKlesick to J & J's Pitstop, Inc., dated January 25, 2002 recorded in Volume 5103 on Page 388 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod (set) for the northwest corner of the above referenced 12.02 acre tract, in the south right of way line of U. S. Highway No. 380, same being the northeast corner of a called 5.0 acre tract as described in a Partition Deed to Francis Dyer Hickman and recorded in Volume 807 on Page 527 in said Deed Records, from which a 3/8 inch iron rod in a 3" iron pipe (found) bears South 30 deg. 36 min. 18 sec. West - 5.48 feet,

THENCE South 88 deg. 32 min. 35 sec. East with the north line of said 12.02 acre tract and the south right of way line of U. S. Highway No. 380, a distance of 338.22 feet to a 1/2 inch iron rod (set) for corner in same,

THENCE South across said 12.02 acre tract, a distance of 272.00 feet to a 1/2 inch iron rod (set) for corner;

THENCE East continuing across said 12.02 acre tract, a distance of 177.40 feet to a 1/2 inch iron rod (set) for corner in the east line of same, and being in the west right of way line of County Road 607 (Old Highway No. 78);

THENCE South 19 deg. 39 min. 34 sec. West with the east line of said 12.02 acre tract and the west right of way line of County Road 607 (Old Highway No. 78), a distance of 455.15 feet to a 1/2 inch iron rod (set) for corner in same;

THENCE North 88 deg. 32 min. 35 sec. West across said 12.02 acre tract, a distance of 362.50 feet to a 1/2 inch iron rod (set) for corner in the west line of same, and being in the east line of the aforementioned 5.0 acre tract;

THENCE North with the west line of said 12.02 acre tract and the of east line of said 5.0 acre tract, a distance of 700.00 feet to the PLACE OF BEGINNING, containing 6.425 acres (279,892 sq. ft.) of land.

EXHIBIT B

Lots

Lots 1 and 3:

Being Lots 1 and 3, of Lots 1-4 of FARMERSVILLE MARKET CENTER II and Re-Plat - Lot 1R & 3R of Farmersville Market Center, an addition to the City of Farmersville, Collin County, Texas, according to the Plat thereof recorded in Volume 2011, Page 189, Map Records, Collin County, Texas. As affected by Certificate of Correction filed 09/30/2011, recorded under cc#20110930001046210, Real Property Records, Collin County, Texas.

Lot 2:

Being Lot 2, of Lots 1-4 of FARMERSVILLE MARKET CENTER II and Re-Plat - Lot 1R & 3R of Farmersville Market Center, an addition to the City of Farmersville, Collin County, Texas, according to the Plat thereof recorded in Volume 2011, Page 189, Map Records, Collin County, Texas. As affected by Certificate of Correction filed 09/30/2011, recorded under cc#20110930001046210, Real Property Records, Collin County, Texas.

Lot 4:

Being Lot 4, of Lots 1-4 of FARMERSVILLE MARKET CENTER II and Re-Plat - Lot 1R & 3R of Farmersville Market Center, an addition to the City of Farmersville, Collin County, Texas, according to the Plat thereof recorded in Volume 2011, Page 189, Map Records, Collin County, Texas. As affected by Certificate of Correction filed 09/30/2011, recorded under cc#20110930001046210, Real Property Records, Collin County, Texas.

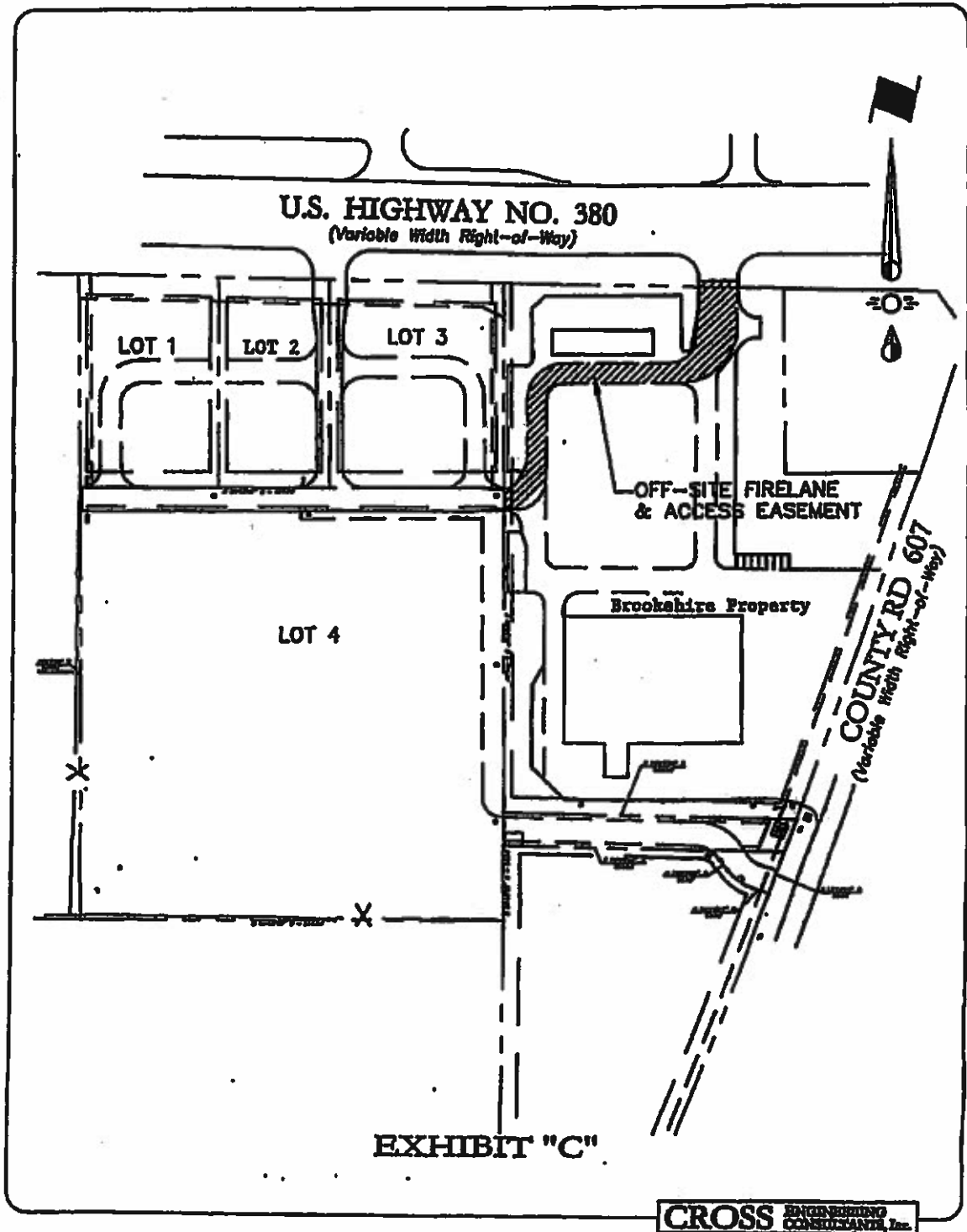


EXHIBIT D

Page 1 of 3

**VARIABLE WIDTH
FIRELANE & ACCESS EASEMENT
13,637 Sq. Ft./0.313 Acres
Lot 2 of Farmersville Market Center
David J. Jaynes Survey, Abstract No. 471
City of Farmersville
Collin County, Texas**

BEING a 0.313 acre strip of land situated in the City of Farmersville, in the David J. Jaynes Survey, Abstract No. 471 of Collin County, Texas and being a part of Lot 2 of Farmersville Market Center, an addition to the City of Farmersville, according to the plat thereof, recorded in Cabinet Q, Page 395, Plat Records, Collin County, Texas (P.R.C.C.T.) and as described in a deed to Brookshire Grocery Company, recorded in Volume 5844, Page 555, Deed Records, Collin County, Texas (D.R.C.C.T.) and said strip being more particularly described by metes & bounds as follows:

BEGINNING at a point on the south right-of-way line of U.S. Highway 380 (variable width right-of-way) and the north line of the above described Lot 2 and said point bears South 88 deg. 46 min. 00 sec. East - 237.72 feet from a Texas Department of Transportation aluminum disk, found at the northwest corner of said Lot 2;

THENCE: South 88 deg. 46 min. 00 sec. East, along the common line of said U.S. Highway 380 and Lot 2, a distance of 43.77 feet to a point for corner;

THENCE: Departing from said U.S. Highway 380, over and across said Lot 2 as follows:

South 00 deg. 12 min. 27 sec. East, a distance of 48.78 feet to a point for corner at the beginning of a curve to the right, having a radius of 65.00 feet, a central angle of 90 deg. 00 min. 00 sec. and a chord that bears South 44 deg. 47 min. 33 sec. West - 91.92 feet;

Along said curve, an arc distance of 102.10 feet to a point for corner at the end of said curve;

South 89 deg. 47 min. 33 sec. West, a distance of 144.02 feet to a point for corner at the beginning of a curve to the left, having a radius of 20.00 feet, a central angle of 90 deg. 00 min. 00 sec. and a chord that bears South 44 deg. 47 min. 33 sec. West - 28.28 feet;

Along said curve, an arc distance of 31.42 feet to a point for corner at the end of said curve;

South 00 deg. 12 min. 27 sec. East, a distance of 92.69 feet to a point for corner at the beginning of a curve to the right, having a radius of 50.00 feet, a central angle of 90 deg. 07 min. 11 sec. and a chord that bears South 44 deg. 51 min. 09 sec. West - 70.78 feet;

Along said curve, an arc distance of 78.64 feet to a point for corner at the end of said curve;

South 89 deg. 54 min. 44 sec. West, a distance of 2.10 feet to a point for corner on the west line of said Lot 2 and same being the east line of Lot 4 of Farmersville Market Center II, an addition

to the City of Farmersville, according to the plat thereof, recorded in Cabinet 2011, Page 189, P.R.C.C.T. and also being the east line of a 30' Firelane, Access, Drainage & Utility Easement as per said plat recorded in Cabinet 2011, Page 189, P.R.C.C.T.;

THENCE: North 00 deg. 14 min. 17 sec. West, along the common line of said Lot 2 and Lot 4 and the east line of said existing easement, a distance of 30.00 feet to a 1/2 inch iron rod found for the northeast corner of the above described Lot 4 and same being the southeast corner of Lot 3 of the above described Farmersville Market Center II addition;

THENCE: Departing from said common line, over and across said Lot 2 as follows:

North 89 deg. 55 min. 22 sec. East, a distance of 2.18 feet to a point for corner at the beginning of a curve to the left, having a radius of 25.00 feet, a central angle of 90 deg. 07 min. 49 sec. and a chord that bears North 44 deg. 51 min. 28 sec. East - 35.40 feet;

Along said curve, an arc distance of 39.33 feet to a point for corner at the end of said curve;

North 00 deg. 12 min. 27 sec. West, a distance of 87.18 feet to a point for corner at the beginning of a curve to the right, having a radius of 45.00 feet, a central angle of 90 deg. 00 min. 00 sec. and a chord that bears North 44 deg. 47 min. 33 sec. East - 63.64 feet;

Along said curve, an arc distance of 70.69 feet to a point for corner at the end of said curve;

North 89 deg. 47 min. 33 sec. East, a distance of 130.24 feet to a point for corner at the beginning of a curve to the left, having a radius of 35.00 feet, a central angle of 90 deg. 00 min. 00 sec. and a chord that bears North 44 deg. 47 min. 33 sec. East - 49.50 feet;

Along said curve, an arc distance of 54.98 feet to a point for corner at the end of said curve;

THENCE: North 00 deg. 12 min. 27 sec. West, a distance of 55.38 feet to the POINT OF BEGINNING and containing 13,637 square feet or 0.313 acres of land.

Note:

The Reference Bearing for the above prepared metes & bounds description is referenced to N 00°14' 17" W along the east line of Lot 4 of Farmersville Market Center II, according to the plat recorded in Cabinet 2011, Page 189, Plat Records, Collin County, Texas.

An Easement Exhibit of equal date accompanies this metes & bounds description.

Prepared Under My Hand & Seal,
This 13th Day of September, 2018.

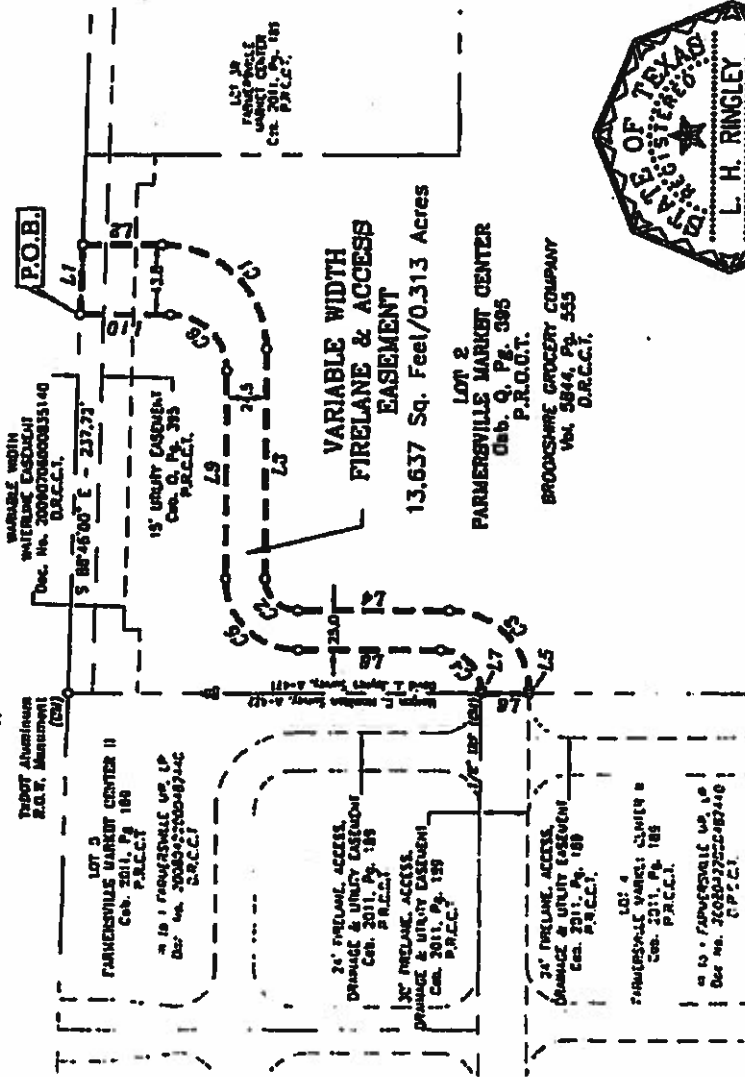


Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



U.S. HIGHWAY NO. 380

(Variable width Right-of-Way)



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD	BEARING	CHORD LENGTH
C1	90°00'00"	65.00'	102.10'	S 44°47'33" W		91.92'
C2	90°00'00"	20.00'	31.42'	S 44°47'33" W		28.28'
C3	90°07'11"	50.00'	78.64'	S 44°51'09" W		70.78'
C4	90°07'49"	25.00'	39.33'	N 44°51'28" E		35.40'
C5	90°03'00"	45.00'	70.69'	N 44°47'33" E		63.64'
C6	90°00'00"	35.00'	54.98'	N 44°47'33" E		49.50'

REFERENCE BEARING

The Bearings shown hereon are referenced to N 00°14' 17" W along the east line of Lot 4 of Farmersville Market Center II, according to the plat recorded in Cabinet 2011, Page 189, Plot Records, Collin County, Texas.

A map & bounds description of equal date accompanies this Easement Exhibit.

LEGEND

P.O.B. = POINT OF BEGINNING
Doc. = Document
Vol. = Volume
Cen. = Cabinet
Pg. = Page
P.R.C.C.T. = Plot Records, Collin County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
IRF = Iron Rod Found
CU = Contrasting Monument



Scale 1"=100'

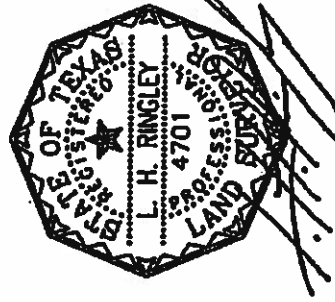
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 88°46'00" E	43.77'
L2	S 00°12'27" E	48.78'
L3	S 89°47'33" W	144.02'
L4	S 00°12'27" E	97.69'
L5	S 89°54'44" W	2.10'
L6	N 00°14'17" W	30.00'
L7	N 89°55'22" E	2.18'
L8	N 00°12'27" W	87.18'
L9	N 89°47'33" E	130.24'
L10	N 00°12'27" W	55.38'

EXHIBIT D

PAGE 3 OF 3

**VARIABLE WIDTH
FIRELANE & ACCESS
EASEMENT**
13.637 Sq. Ft./0.313 Acres
LOT 2 of
FARMERSVILLE MARKET CENTER
situated in
David J. Jaynes Survey
Abstract No. 471
City of Farmersville
Collin County, Texas

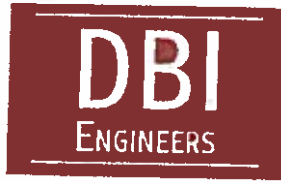


Drawn by	Date
10081	09/15/18
Scale	1" = 100'
Sheet	3 of 3

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
11/01/2018 10:59:31 AM
\$90.00 SCAPELA
20181101001360020



Stacey Kemp



25 October 2018

Mr. Ben White, P.E.
City of Farmersville
205 S Main St.
Farmersville, Texas 75442

RE: Replat: Farmersville Market Center II Lot 4R

Mr. White:

The above referenced replat has been reviewed according to the ordinances of the City of Farmersville. The owner intends to request the following variances:

Section 65-42(b)(1) – States that each lot shall front onto a dedicated, improved, public or private street.

Section 65-42(b)(6) – States that each multi-family lot shall have a minimum 100' frontage on an dedicated street.

Section 65-44(c)(5) – States a dedication of ROW necessary for the approach road providing access to the subject property.

Section 65-44(c)(17) – States that all subdivisions shall have at least two (2) points of access from improved public roads.

It is recommended that the replat be conditionally approved pending the completion of the proposed variances. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "James M. Shankles, Jr.", written over a circular professional engineer seal.

James M. Shankles, Jr. P.E.
DBI Engineers, Inc.



31 OCT 2018

DANIEL & BROWN INC.
118 MCKINNEY STREET | PO BOX 606 | FARMERSVILLE, TEXAS 75442
OFFICE 972-784-7777 | WWW.DBICONCONSULTANTS.COM
FIRM REGISTRATION NO: F-002225

Palladium Farmersville

Land Use		ITE Code	Rates							
			Average Weekday		AM Peak Hour		PM Peak Hour			
			T=5.45(X)-1.75		Ln(T) =		Ln(T) =			
Multi-Family Mid-Rise		221			0.98*Ln(X)-0.98		0.96*Ln(X)-0.63			
			Direction Split							
			Average Weekday		AM Peak Hour		PM Peak Hour			
			50/50		26/74		61/39			
			Average Weekday		AM Peak Hour		PM Peak Hour			
		Units	Total	In	Out	Total	In	Out	Out	
Multi-Family Mid-Rise		80	434	217	217	27.51	7	20	22	
									14	

Brookshire

		Rates					
Land Use	ITE Code	Average Weekday		AM Peak Hour		PM Peak Hour	
		106.78 / 1,000 GSF		3.82 / 1,000 GSF		9.24 / 1,000 GSF	
Supermarket	850						
		Direction Split					
		Average Weekday		AM Peak Hour		PM Peak Hour	
		50/50		60/40		51/49	
		Average Weekday		AM Peak Hour		PM Peak Hour	
	GSF	Total	In	Out	Total	In	Out
Supermarket	33000	3524	1762	1762	126	76	50
						305	156
							149

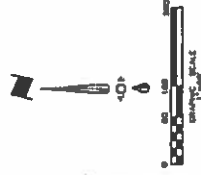


Pri

Palladium Denton

Lat/Lon: 33.2

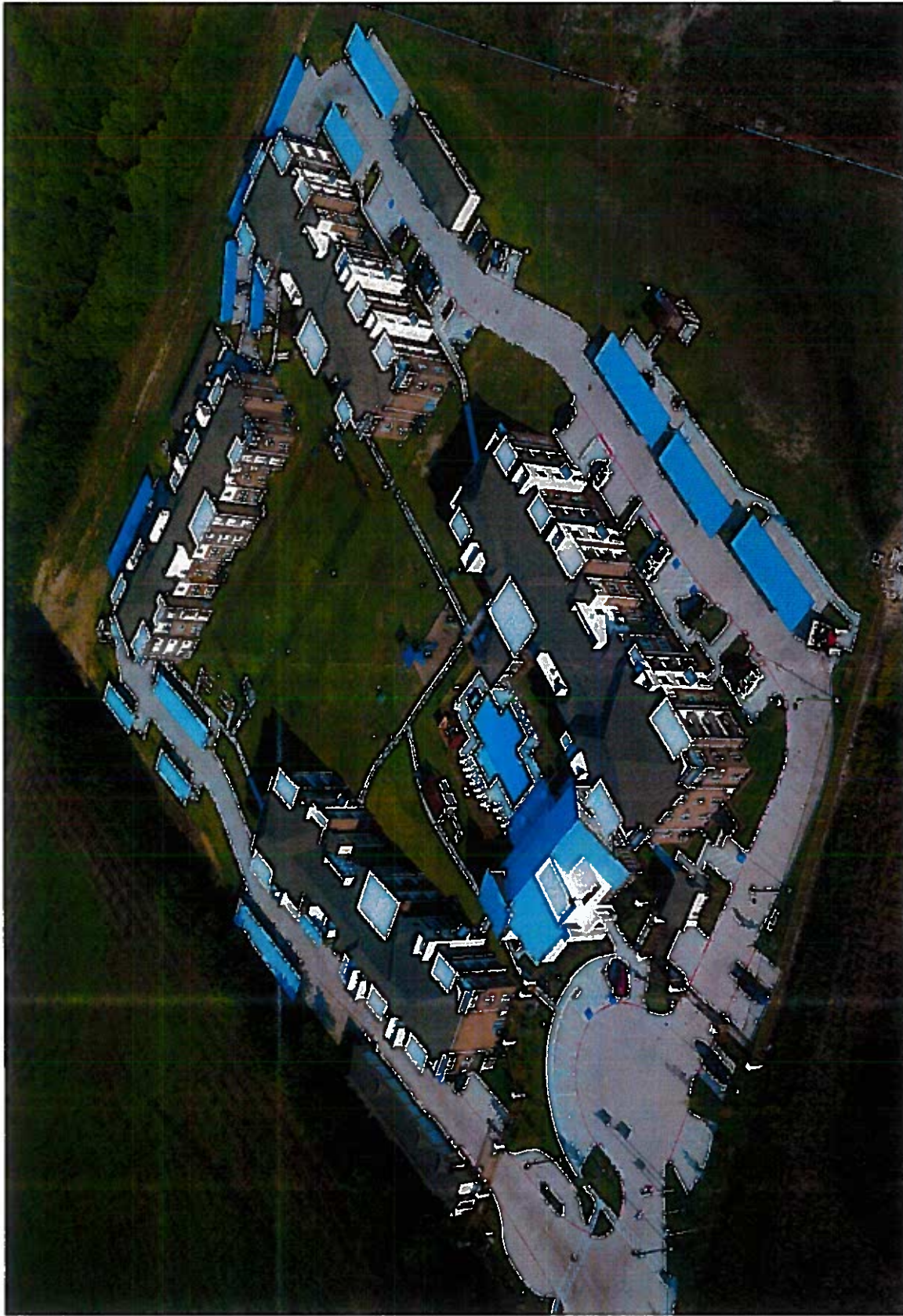
 Aerial Photograph



CROSS ENGINEERING CONSULTANTS 10000 N. Loop West, Suite 100 Houston, TX 77040 Tel: 281.460.1000 Fax: 281.460.1001 www.cross-engineering.com		EXHIBIT PALLADIUM PARTNERSVILLE APARTMENTS Palladium USA International, Inc. CITY OF PARTNERSVILLE, TEXAS		Sheet No. EX Project No. 17142
1. SHEET TITLE 2. SHEET NO. 3. SHEET DATE 4. SHEET SCALE 5. SHEET AUTHOR 6. SHEET CHECKER 7. SHEET DATE 8. SHEET SCALE	1. SHEET TITLE 2. SHEET NO. 3. SHEET DATE 4. SHEET SCALE 5. SHEET AUTHOR 6. SHEET CHECKER 7. SHEET DATE 8. SHEET SCALE	1. SHEET TITLE 2. SHEET NO. 3. SHEET DATE 4. SHEET SCALE 5. SHEET AUTHOR 6. SHEET CHECKER 7. SHEET DATE 8. SHEET SCALE	1. SHEET TITLE 2. SHEET NO. 3. SHEET DATE 4. SHEET SCALE 5. SHEET AUTHOR 6. SHEET CHECKER 7. SHEET DATE 8. SHEET SCALE	1. SHEET TITLE 2. SHEET NO. 3. SHEET DATE 4. SHEET SCALE 5. SHEET AUTHOR 6. SHEET CHECKER 7. SHEET DATE 8. SHEET SCALE



CROSS ENGINEERING		EXHIBIT	
PALLADIUM FARMERSVILLE APARTMENTS		EX	
PALLADIUM FARMERSVILLE APARTMENTS		PALLADIUM FARMERSVILLE APARTMENTS	
PALLADIUM USA INTERNATIONAL, INC.		PALLADIUM USA INTERNATIONAL, INC.	
CITY OF FARMERSVILLE, TEXAS		CITY OF FARMERSVILLE, TEXAS	
ALL INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.		ALL INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.	
CROSS ENGINEERING		CROSS ENGINEERING	
PALLADIUM FARMERSVILLE APARTMENTS		PALLADIUM FARMERSVILLE APARTMENTS	
PALLADIUM USA INTERNATIONAL, INC.		PALLADIUM USA INTERNATIONAL, INC.	
CITY OF FARMERSVILLE, TEXAS		CITY OF FARMERSVILLE, TEXAS	



Print #180815049
Date: 08/15/18
Lat/Lon: 33.333158 -96.550162
Order No. 63553

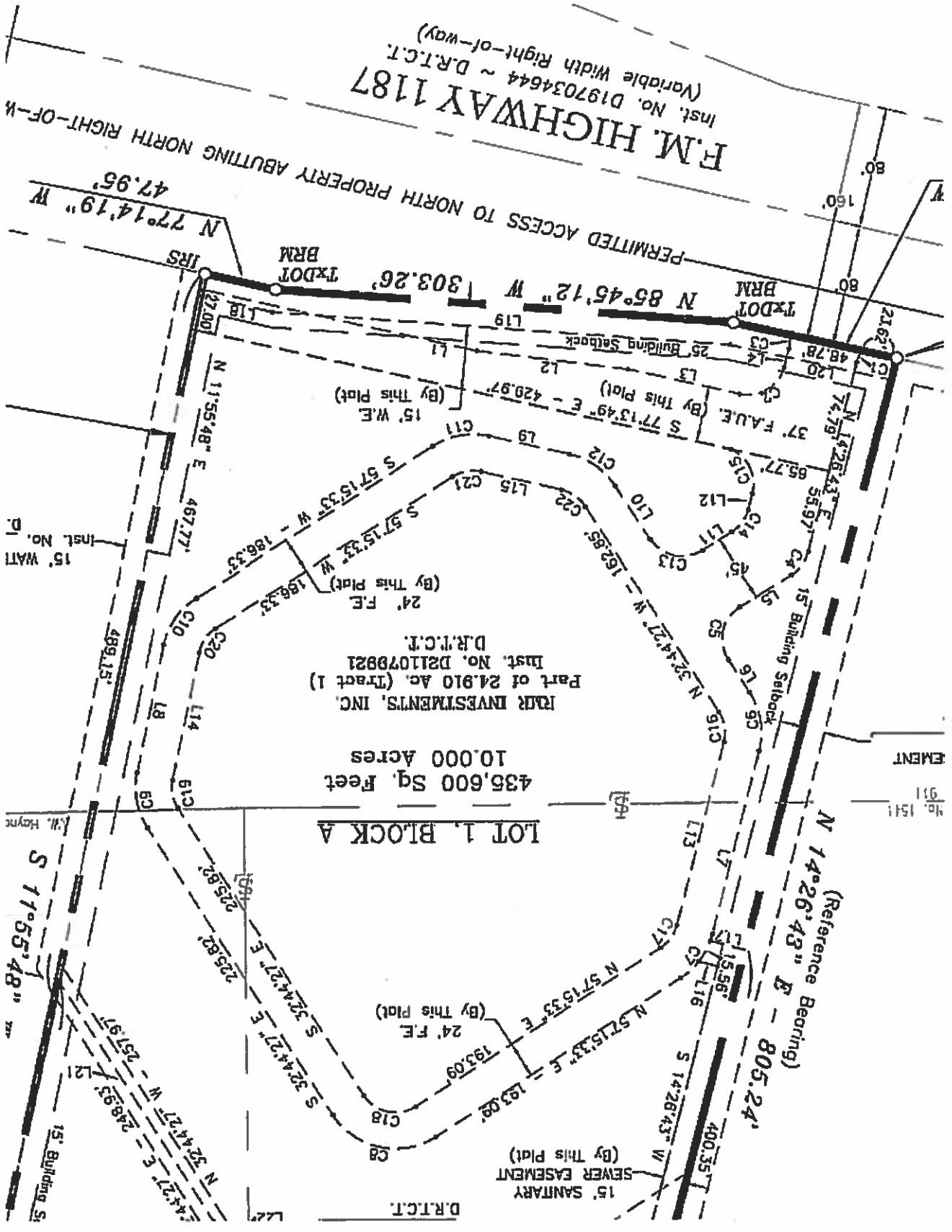


Aerial Photography, Inc. 954-588-0484

Palladium Anna



F.M. HIGHWAY 1187
(Variable Width Right-of-Way)
Inst. No. D197034644 ~ D.R.T.C.T.



LOT 1, BLOCK A

435,600 Sq. Feet
10.000 Acres

ROR INVESTMENTS, INC.
Inst. No. D211070921
D.R.T.C.T.

24' F.E.
(By This Plat)
S 57°15'33" W - 186.33'

15' W.E.
(By This Plat)
S 77°13'49" E - 420.97'

15' W.E.
(By This Plat)
S 77°13'49" E - 420.97'

15' W.E.
(By This Plat)
S 77°13'49" E - 420.97'

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15' W.E.
(By This Plat)
S 77°13'49" E - 420.97'

15' W.E.
(By This Plat)
S 77°13'49" E - 420.97'

Agenda Section	Public Hearing
Section Number	V.B
Subject	<p>Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the Site Plan and Landscape Plan for the apartment community identified as Palladium Farmersville Apartments situated on property that is generally located south of U.S. Highway 380 and west of County Road 607, subject to the consideration, discussion and action upon the following required waivers requested by Palladium Farmersville, Ltd., for such approval:</p> <ol style="list-style-type: none"> 1. A permanent waiver of the requirement that Palladium Farmersville, Ltd., erect a screening wall or fence of not less than six nor more than eight feet in height along the entire property line separating the multi-family district and the adjoining nonresidential district because the construction of such screening wall or fence is impractical under Farmersville Code Section 77-69(a)(1); 2. A waiver allowing the buildings making up the apartment community identified as Palladium Farmersville Apartments to be placed on this single lot or tract of land such that said buildings will be oriented to create a courtyard effect rather than face upon a public street in accordance with Farmersville Code Section 77-8(b)(2); and 3. A waiver allowing the buildings making up the apartment community identified as Palladium Farmersville Apartments to be placed on this single lot or tract of land such that said buildings will be oriented to create a courtyard effect rather than face upon a public street in accordance with Farmersville Code Section 77-8(b)(2); and A waiver from the requirements that Palladium Farmersville, Ltd., plant one canopy tree per 40 linear feet, or portion thereof, of street frontage as required by Farmersville Code Section 77-71(h)(4) on the grounds that the proposed apartment community does not have any frontage along a public street or road.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Staff Report 2. Application 3. Waiver letter from Palladium 4. DBI Engineering Letter 5. Site Plan 6. Landscape Plan
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <input type="checkbox"/> Approve

	<ul style="list-style-type: none"><input type="checkbox"/> Approve with Updates<input type="checkbox"/> Disapprove• Motion/second/vote to continue to a later date. _____<ul style="list-style-type: none"><input type="checkbox"/> Approve<input type="checkbox"/> Disapprove• Move item to another agenda. _____• No motion, no action
--	---



CITY COUNCIL AGENDA ITEM

SUBJECT: Palladium
MEETING DATE: December 11, 2018
DEPARTMENT: Planning
CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

- A. Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding the Site Plan and Landscape Plan for the apartment community identified as Palladium Farmersville Apartments situated on property that is generally located south of U.S. Highway 380 and west of County Road 607, subject to the consideration, discussion and action upon the following required waivers requested by Palladium Farmersville, Ltd., for such approval:
1. A permanent waiver of the requirement that Palladium Farmersville, Ltd., erect a screening wall or fence of not less than six nor more than eight feet in height along the entire property line separating the multi-family district and the adjoining nonresidential district because the construction of such screening wall or fence is impractical under Farmersville Code Section 77-69(a)(1);
 2. A waiver allowing the buildings making up the apartment community identified as Palladium Farmersville Apartments to be placed on this single lot or tract of land such that said buildings will be oriented to create a courtyard effect rather than face upon a public street in accordance with Farmersville Code Section 77-8(b)(2); and
 3. A waiver from the requirements that Palladium Farmersville, Ltd., plant one canopy tree per 40 linear feet, or portion thereof, of street frontage as required by Farmersville Code Section 77-71(h)(4) on the grounds that the proposed apartment community does not have any frontage along a public street or road.

ITEM SUMMARY:

- The Planning & Zoning Commission was scheduled for Thursday, November 29, 2018, to make a recommendation to the City Council regarding the Site Plan and Landscape Plan. The Planning & Zoning Commission approved all three waivers presented to them with all members voting in favor, except for one.



COMMERCIAL SITE PLAN APPLICATION FORM

City of Farmersville, Texas

Please Type or Print Information

This form shall be completed by the Applicant and submitted to the Developmental Services Department along with 2 copies of the respective site plan, fees, and all other required information.

If the site plan is for a lot located in a highway commercial zone 12 additional copies will be required once the site plan has been reviewed and approved by engineering. The site plan package will then be considered for a Planning and Zoning Board meeting and all application materials will need to be turned into the City staff at least 1 week prior to the targeted Planning and Zoning Board meeting.

The use of City of Farmersville administrative forms, checklists, and routing sheets shall not relieve the applicant from following the rules, standards, ordinances, and laws governing the City of Farmersville.

The submission of plans/drawings, calculations, etc., along with this application, makes such items public record and the Applicant understands that they may be viewed and/or reproduced by the general public.

For a list of fees associated see the City of Farmersville Master Fee Schedule for pre-permit plan review. Fees shall be collected for the purpose of defraying the costs of administrative, clerical, engineering, legal, planning, inspection, and other services deemed necessary to properly review and investigate plats and subdivision construction.

Place "X" or check mark in appropriate box. Use the N/A (not applicable) box if a line item is not applicable. Double asterisk items are required for all applications. Where separate documents are requested attach them to this submission.

Required Submission Materials			
Yes	No	N/A	Item Description
X			** Two copies of the site plan.
X			** Proof of land ownership document
X			** Electronic version of site plan on CD (.PDF and .DWG)
X			** Fees with appropriate retainer as required
		X	Development agreement
		X	Copy of covenants, conditions, restrictions, and agreements

Place "X" or check mark in appropriate box. Only one box may be indicated.

Type of Site Plan Document Submittal	
	Highway Commercial Site Plan
	Commercial Site Plan
	Industrial Site Plan
X	Multi-Family Development

Commercial Site Plan Application Form

Place "X" or check mark in appropriate box indicating the current zoning districts comprising the land. Depending on the situation more than one box may be indicated.

Current Zoning		
	A	Agricultural District
	SF-1	One-Family Dwelling District
	SF-2	One-Family Dwelling District
	SF-3	One-Family Dwelling District
	2F	Two-Family Dwelling District
	MF-1	Multiple-Family Dwelling District-1
X	MF-2	Multiple-Family Dwelling District-2
	P	Parking District
	O	Office District
	NS	Neighborhood Service District
	GR	General Retail District
	C	Commercial District
	HC	Highway Commercial
	CA	Central Area District
	I-1	Light Industrial District
	I-2	Heavy Industrial District
	PD	Planned Development District
		Extra-Territorial Jurisdiction

Place information in all spaces that apply. Depending on the situation some spaces may be left empty.

Property Owner Information	
Name	Ill to Farmersville MP LP
Address	6900 Dallas Parkway, Suite 625
City	Plano
State	Texas
Zip	75024-7144
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
Applicant/Responsible Party Information	
Name	Jonathan Hake, Cross Engineering
Address	131 S. Tennessee Street
City	McKinney
State	Texas
Zip	75069
Work Phone Number	972-562-4409
Facsimile Number	972-562-4471
Mobile Phone Number	214-477-4581
Email Address	jhake@crossengineering.biz

Commercial Site Plan Application Form

Engineer/Architect Information	
Name	Same as Applicant Above
Address	
City	
State	
Zip	
Work Phone Number	
Facsimile Number	
Mobile Phone Number	
Email Address	
General Application Information	
Physical Location of Property	SEC U.S. Highway 380 and County Road 607
Legal Description of Property	Lot 4 of the Farmersville Market Center II Addition
Number of Lots	1
Is There a Special Use Permit Associated with the Property?	No

Place "X" or check mark in appropriate box indicating the proposed use of the land. Depending on the situation more than one box may be indicated.

Use of Land and Buildings	
Housing Uses	
	One Family Detached Dwelling
	One Family Attached Dwelling
	Zero Lot Line Dwelling
	Town Home
	Two Family Dwelling
X	Multiple Family Dwelling
	Boarding or Rooming House
	Bed and Breakfast Inn
	Hotel or Motel
	HUD Code Manufactured Home
	Industrialized Housing
	Mobil Home
Accessory And Incidental Uses	
	Accessory Building
	Farm Accessory Building
	Home Occupation
	Off Street Parking Incidental to Main Use
	Stable
	Swimming Pool
	Temporary Field Office or Construction Office

Commercial Site Plan Application Form

Use of Land and Buildings	
Utility And Services Uses Electrical Substation	
	Electrical Energy Generating Plant
	Electrical Transmission Use
	Fire Station
	Gas Lines and Regulating Station
	Public Building Shop or Yard of Local State or General Agency
	Radio, Television, or Microwave Tower
	Radio or Television Transmitting Station
	Sewage Pumping Station
	Sewage Treatment Plant
	Telephone Business Office
	Telephone Exchange, Switching Relay or Transmitting Station
	Utility Line, Local
	Utility Shops or Storage Yards or Buildings
	Water Standpipe or Elevated Water Storage
	Water Reservoir, Well or Pumping Station
	Water Treatment Plant
Recreational And Entertainment Uses	
	Amusement, Commercial
	Amusement, Commercial
	Country Club with Golf Course
	Dance Hall or Night Club
	Day Camp for Children
	Drag Strip or Commercial Racing
	Go Cart Track
	Gun Range
	Park or Playground
	Play Field or Stadium
	Rodeo Grounds
	Swim or Tennis Club
	Theater
	Trailer Park - Recreational Vehicle Park

Commercial Site Plan Application Form

Use of Land and Buildings	
Educational And Institutional Uses	
	Art Gallery or Museum
	Cemetery or Mausoleum
	Church or Rectory
	College, University or Private School
	Community Center
	Convent or Monastery
	Fairgrounds or Exhibition Area
	Fraternity, Sorority, Lodge or Civic Club
	Home for Alcoholic, Narcotic or Psychiatric Patients
	Hospital Acute Care
	Hospital Chronic Care
	Historical, Religious, Charitable or Philanthropic Nature
	Kindergarten or Nursery
	Library
	Nursing Home or Residence for Aged
	School, Business or Trade and
	School, Public or Parochial
Transportation Related Uses	
	Airport, Landing Field or Heliport
	Bus Station or Terminal and
	Motor Freight Terminal
	Parking Lot Truck
	Parking Lot Structure Commercial
	Railroad Freight Terminal
	Railroad Passenger Station
	Railroad Track or Right-of-Way
	Railroad Team Tracks
Automobile Service Uses	
	Auto Glass, Muffler or Seat Cover Shop
	Auto Laundry
	Auto Parts and Accessory Sales
	Auto Parts and Accessory Sales
	Auto Painting or Body Rebuilding Shop
	Automobile Repair Garage
	Gasoline or Fuel Service Station
	New or Used Auto Sales in Structure
	New or Used Auto Sales Outdoor Lot
	Motorcycle or Scooter Sales and Repair
	Steam Cleaning or Vehicles or Machinery
	Tire Retreading or Capping
	Trailer, Cargo Sales or Rental
	Wrecking or Auto Salvage Yard

Commercial Site Plan Application Form

Use of Land and Buildings	
Retail And Related Service Uses	
	Antique Shop
	Art Supply Store
	Bakery or Confectionery Shop
	Bank or Saving And Loan Office
	Barber or Beauty Shop
	Book or Stationery Shop
	Camera Shop
	Cleaning Shop or Laundry
	Cleaning Laundromat
	Clinic, Medical or Dental
	Custom Personal Service Shop
	Department Store or Discount Store
	Drug Store or Pharmacy
	Farmers Market
	Florist Shop
	Food Store
	Furniture or Appliance Store
	Garden Shop and Plant Sales
	Handcraft and Art Objects Sales
	Hardware Store or Hobby Shop <input type="checkbox"/> Key Shop
	Laboratory, Medical or Dental
	Medical Appliances, Fitting, Sales or Rental
	Mortuary
	Offices, General Business or Professional
	Office Showroom/Warehouse or Sales Facilities
	Optical Shop or Laboratory
	Pawn Shop
	Pet Shop, Small Animals, Birds, and Fish
	Private Club
	Repair of Appliances, T.V., Radio and Similar Equipment
	Restaurant or Cafeteria
	Restaurant or Eating Establishment
	Retail Shop, Apparel, Gift Accessory and Similarities
	Sexually Oriented Establishment
	Studio Decorator and Display of Art Objects
	Studio Health Reducing or Similar Service
	Studio, Photographer, Artist, Music, Drama, or Dance
	Tool Rental
	Trailer or RV Sales or Display
	Variety Store or Other Retail Outlet Store
	Veterinarian Office Only

Commercial Site Plan Application Form

Use of Land and Buildings	
Agricultural Types Uses	
	Farm or Ranch
	Animal Pound
	Animal Clinic or Hospital
	Animal Clinic, Hospital or Kennel
	Greenhouse or Plant Nursery
Commercial Type Uses	
	Bakery Wholesale
	Building Material Sale
	Cabinet and Upholstery Shop
	Cleaning, Drying or Laundry Plant
	Clothing or Similar Light Assembly Process
	Contractors Storage or Equipment Yard
	Heavy Machinery Sales, Storage or Repair
	Lithographic or Print Shop
	Maintenance and Repair Service for Buildings
	Milk Depot, Dairy or Ice Cream Plant
	Manufactured House or Industrialized Homes Sales and Display
	Open Storage of Furniture, Appliances or Machinery, Etc.
	Paint Shop
	Petroleum Products, Storage and Wholesale
	Plumbing Shop
	Propane Storage and Distribution
	Storage Warehouse
	Trailer or Recreational Vehicle Sales or Display
	Welding or Machine Shop
	Wholesale Office Storage or Sales Facilities
Industrial Uses	
	Asphalt Paving Batching Plant
	Concrete Batching Plant
	Concrete Products Manufacture
	Light Manufacturing
	Sand and Gravel Storage
	Sand, Gravel, Stone or Petroleum Extraction

The signature of the applicant below indicates an intention to follow through with the site plan approval process.



Applicant's Signature

Jonathan Hake
Applicant's Name (Printed)

9/18/2018
Date



October 25, 2018

Ms. Sandra Green
City Secretary
City of Farmersville
205 S. Main
Farmersville, TX 75422

RE: Palladium Farmersville
Site Plan Related Waivers

Dear Ms. Green:

We respectfully submit this letter requesting the approval of requested waivers for our Palladium Farmersville apartment community for site plan approval.

Section 4.9.1 of the Zoning Ordinance requires screening of not less than six feet, nor more than eight feet in height shall be erected along property line backing up to a nonresidential district. Our development will require retaining walls on the perimeter of our development. Paving grades will be on average 5'-7' below top of retaining walls or adjacent property. Top of retaining walls will have an additional 48" railing attached as fall protection. Given the average 8' height from paving to top of rail, we request a waiver for additional screening.

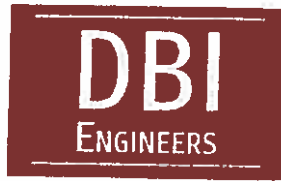
Section 77.8 (b)(2) of the Zoning Ordinance requires that the main buildings of a development to face a public street. Our development being an in-fill MF development, will be a better design if the 3 residential buildings are orientated to create a courtyard effect, thus enhancing a private neighborhood feel. Our main building for leasing and management will face our primary drive.

Frontage tree spacing of 1:40' between parking and access drive. Our development will have adequate screening as described above with the addition of landscape shrubs and trees providing additional green screening at property frontage and parking spaces, both conditions will screen parking and reduce headlight glare. Trash compactor enclosures will be screened with shrubs and trees as well.

Palladium wishes to develop an 80 unit multi-family in-fill development creating modern mixed use feel. We respectfully request approval of the waivers based on the reasons given above. Approval, not based on any hardships but as utilizing better development means and methods.

Respectfully,


Scott Johnson
Palladium Farmersville, Ltd.



26 October 2018

Mr. Ben White, P.E.,
City Manager & Public Works Director
City of Farmersville
205 S Main Street
Farmersville, Texas 75442

RE: Palladium Apartments
Site Plan
Landscape Plans
Building Elevations
Construction Plans

Mr. White:

The above referenced project has been reviewed according to the ordinances of the City of Farmersville. The owner intends to request the following variances:

Section 4.9.1 – Requires screening wall of not less than 6 feet nor more than 8 feet in height along property line backing up to a nonresidential district.

Section 77.8(b)(2) – Requires that the main buildings of a development to face a public street.

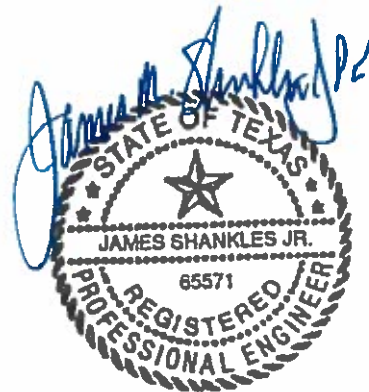
Section 4.11.8 (4) - Frontage tree spacing of 1 per 40'.

It is recommended that the above plans be conditionally approved pending the completion of the proposed variances. Please contact me if you should have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "James M. Shankles, Jr., P.E.".

James M. Shankles, Jr., P.E.
DBI Engineers, Inc.



31 Oct 2018

[illegible]

TOTAL SITE AREA
253,119 SQ. FT. (5.73 ACRES)
TOTAL SITE LANDSCAPE
REQUIRED: 19% OF TOTAL SITE (48,103 SQ. FT.)
PROVIDED: 35% (89,140 SQ. FT.)

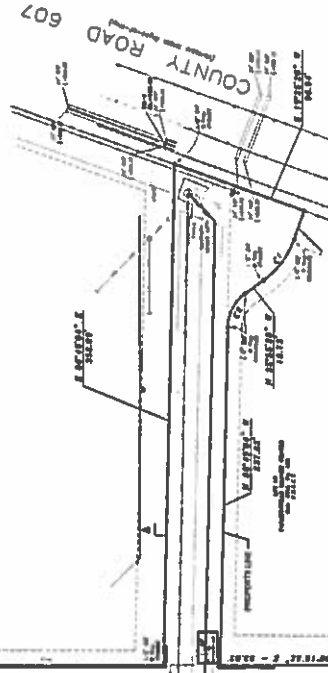
STREET YARD
REQUIRED: 15% OF STREET YARD (4,425 SQ. FT.)
PROVIDED: 15% (4,425 SQ. FT.)

PAVING LOT TREES
REQUIRED: THREE PER 10 PARKING SPACES
1 TREE WITHIN 5' OF EVERY PARKING SPACE
(170 PARKING SPACES) (18 - 11.5 TREES)
PROVIDED: 32 CAN'T TREES

STREET FRONTAGE
REQUIRED: LANDSCAPE TREES PER 50' OF FRONTAGE
400 FT. (40 - 11 TREES)
PROVIDED: 3 TREES

SYMBOL	PLANT NAME	BIOMASS
	Large tree, dominant evergreen	20 t/ha, 1.0 to 100 t/ha
	Shrubby and herbaceous broadleaves	20 t/ha, 1.0 to 100 t/ha
	Conifer broadleaves	20 t/ha, 1.0 to 100 t/ha
	Grasses and ferns	5 t/ha, 0.1 to 10 t/ha
	Fungi, bacteria and soil	

NOTE: NO PARKING SPACE IS MORE THAN 15' AWAY FROM A TREE



1 LANDSCAPE PLAN

[illegible]

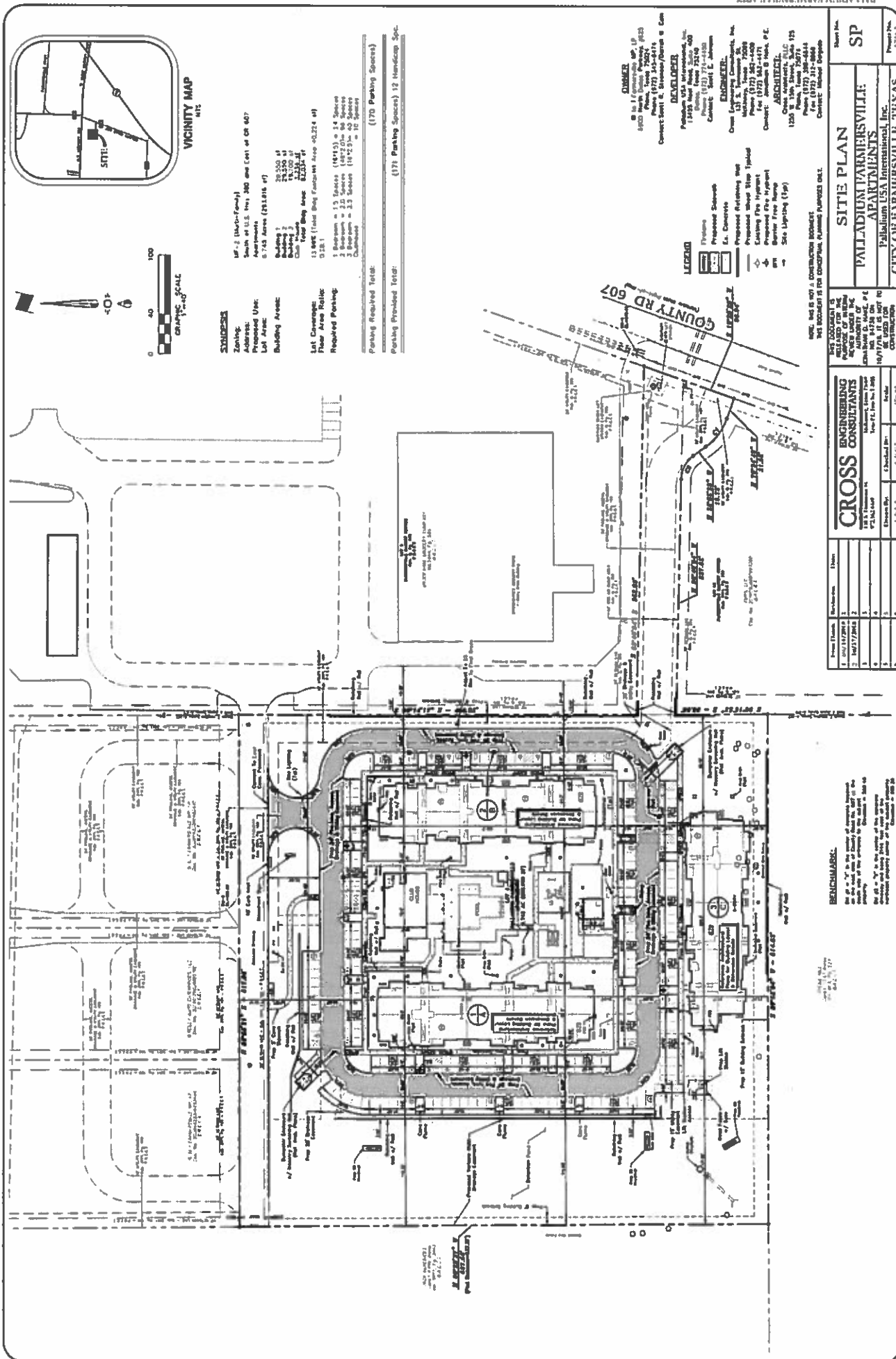
CLIENT:
 Coast Associates
 1200 W. 10th St. Suite 125
 P.O. Box 1000
 Ft. Worth, Texas 76102
 Tel. (817) 338-6644
 Fax (817) 338-6644

**PALLADIUM FARMERSVILLE
APARTMENTS
FARMERSVILLE, TEXAS**



PERCENT	COLLAGE OF SUBMITTALS APPLICANTS	RECOMMENDED TEAM FOR PROJECT DESIGN	CITY SUBMITTAL LANDSCAPE PLAN
100%	100%	100%	100%

LP0.01



VICINITY MAP
HTS

0 40 100
GRAPHIC SCALE
FOOT

SUMMARY

Zone: U-1 (Urban-Family)
Address: South of U.S. Hwy. 380 and East of CR 607
Proposed Use: Apartments
Lot Area: 6.743 Acres (291,918 sq ft)

Building Area:

Building 1: 28,500 sq ft
Building 2: 18,000 sq ft
Building 3: 18,000 sq ft
Club House: 2,500 sq ft
Total Building Area: 67,000 sq ft

Lot Coverage:

1.08% (Total Bldg Footprint Area = 0.224 ac)
1.08% (Total Bldg Footprint Area = 0.224 ac)
1.08% (Total Bldg Footprint Area = 0.224 ac)

Required Parking:

1.08% (Total Bldg Footprint Area = 0.224 ac)
1.08% (Total Bldg Footprint Area = 0.224 ac)
1.08% (Total Bldg Footprint Area = 0.224 ac)

(170 Parking Spaces)

Parking Provided Total: (170 Parking Spaces) 12 Handicap Spc.

OWNER
City of Farmersville, TX
1000 South Loop West, Suite 200
Farmersville, TX 77834
Phone: (772) 340-5415
Contact: Scott E. Brinkman/Dan R. Cox

DEVELOPER
Palladium USA International, Inc.
1400 West Loop South, Suite 200
Houston, TX 77027
Phone: (772) 340-5415
Contact: Scott E. Brinkman/Dan R. Cox

ENGINEER
Crawford Engineering Consultants, Inc.
1400 West Loop South, Suite 200
Houston, TX 77027
Phone: (772) 340-5415
Contact: Scott E. Brinkman/Dan R. Cox

ARCHITECT
Crawford Architects, LLC
1400 West Loop South, Suite 200
Houston, TX 77027
Phone: (772) 340-5415
Contact: Scott E. Brinkman/Dan R. Cox

LEGEND
Proposed Building and
Existing Fire Hydrant
Proposed Fire Hydrant
Proposed Fire Hydrant
Proposed Fire Hydrant
Proposed Fire Hydrant

NOTES: SEE ALSO A CONSTRUCTION REQUEST
THIS DOCUMENT IS FOR THE CITY OF FARMERSVILLE, TEXAS
PALLADIUM USA INTERNATIONAL, INC.
PALLADIUM USA INTERNATIONAL, INC.
CITY OF FARMERSVILLE, TEXAS

CROSS ENGINEERING CONSULTANTS

1000 West Loop South, Suite 200
Houston, TX 77027
Phone: (772) 340-5415
Contact: Scott E. Brinkman/Dan R. Cox

Drawn	Checked	Reviewed	Date
1. 10/17/2011	2. 10/17/2011	3. 10/17/2011	4. 10/17/2011
5. 10/17/2011	6. 10/17/2011	7. 10/17/2011	8. 10/17/2011
9. 10/17/2011	10. 10/17/2011	11. 10/17/2011	12. 10/17/2011

Drawn	Checked	Reviewed	Date
1. 10/17/2011	2. 10/17/2011	3. 10/17/2011	4. 10/17/2011
5. 10/17/2011	6. 10/17/2011	7. 10/17/2011	8. 10/17/2011
9. 10/17/2011	10. 10/17/2011	11. 10/17/2011	12. 10/17/2011

Drawn	Checked	Reviewed	Date
1. 10/17/2011	2. 10/17/2011	3. 10/17/2011	4. 10/17/2011
5. 10/17/2011	6. 10/17/2011	7. 10/17/2011	8. 10/17/2011
9. 10/17/2011	10. 10/17/2011	11. 10/17/2011	12. 10/17/2011

Drawn	Checked	Reviewed	Date
1. 10/17/2011	2. 10/17/2011	3. 10/17/2011	4. 10/17/2011
5. 10/17/2011	6. 10/17/2011	7. 10/17/2011	8. 10/17/2011
9. 10/17/2011	10. 10/17/2011	11. 10/17/2011	12. 10/17/2011

Drawn	Checked	Reviewed	Date
1. 10/17/2011	2. 10/17/2011	3. 10/17/2011	4. 10/17/2011
5. 10/17/2011	6. 10/17/2011	7. 10/17/2011	8. 10/17/2011
9. 10/17/2011	10. 10/17/2011	11. 10/17/2011	12. 10/17/2011

Drawn	Checked	Reviewed	Date
1. 10/17/2011	2. 10/17/2011	3. 10/17/2011	4. 10/17/2011
5. 10/17/2011	6. 10/17/2011	7. 10/17/2011	8. 10/17/2011
9. 10/17/2011	10. 10/17/2011	11. 10/17/2011	12. 10/17/2011

Agenda Section	Public Hearing
Section Number	V.C
Subject	Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding a request to amend Ordinance No. 2002-13 that established Planned Development District (PD) Zoning for Residential Uses having a base zoning district of SF-3 One Family Dwelling District uses on approximately 13.05 acres of land generally located between Sycamore Street and Gaddy Street and between Meadowview Street and Jouette Street and more particularly described as being located in the W. B. Williams Survey, Abstract No. 952, Farmersville, Collin County, Texas, and to amend Ordinance No. O-2013-0212-003 that amended Ordinance No. 2002-13, in part, in order to adopt a new concept plan or site plan for approximately 5.065 acres of land out of the referenced parent tract of land to develop a twenty-one lot residential subdivision.
To	Mayor and Council Members
From	Ben White, City Manager
Date	December 11, 2018
Attachment(s)	<ol style="list-style-type: none"> 1. Staff Report 2. Application 3. Old Site Plan & Ordinances 4. Proposed Site Plan
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



CITY COUNCIL AGENDA ITEM

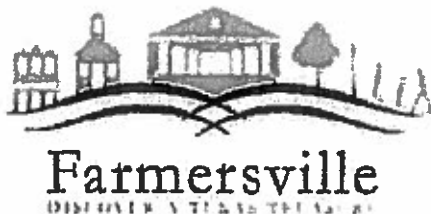
SUBJECT: Aston Estates Phase II
MEETING DATE: December 11, 2018
DEPARTMENT: Planning
CONTACT: Sandra Green, City Secretary

RECOMMENDED CITY COUNCIL ACTION:

- A. Consider, discuss and act upon a recommendation from the Planning & Zoning Commission regarding a request to amend Ordinance No. 2002-13 that established Planned Development District (PD) Zoning for Residential Uses having a base zoning district of SF-3 One Family Dwelling District uses on approximately 13.05 acres of land generally located between Sycamore Street and Gaddy Street and between Meadowview Street and Jouette Street and more particularly described as being located in the W. B. Williams Survey, Abstract No. 952, Farmersville, Collin County, Texas, and to amend Ordinance No. O-2013-0212-003 that amended Ordinance No. 2002-13, in part, in order to adopt a new concept plan or site plan for approximately 5.065 acres of land out of the referenced parent tract of land to develop a twenty-one lot residential subdivision.

ITEM SUMMARY:

- The Planning & Zoning Commission met on Thursday, November 29, 2018 to make a recommendation to the City Council regarding the rezoning of Ashton Estates Phase 2. All members voted in favor of approving the new site plan for the property.



Zoning Change Application

Today's Date: 10/17/2018

"Contact Information"

Property Location: Between Sycamore Street & Graddy Street, and between
(street address) Meadowview Street & Souette Street

Subdivision: Aston Estates, Phase 2 Lot: 3A Block: C

Acreage: (if acreage, provide separate miles and bounds description) 5.065 ac

Existing Use and Current Zoning of Property: PD 02-13

Property Owner/Applicant Owner: Angel Jara 1427 E Shady Grove Rd. Irving, TX 75060
(Name) (Address) (City, State) & Zip Code

Property Owner Signature: _____

ajara@sbcglobal.net
(Email)

214-923-1683
(Phone)

"REQUEST"

PLEASE DESCRIBE YOUR REQUEST IN DETAIL.

The proposed development is looking to rezone the site to have 21 lots with lot 10 serving as detention. This results in having one additional buildable lot. Per the previous Pre-Development Exhibit lot 17 will now be two lots annotated as lot 17 and 18.

NOTICE: This publication can be made available upon request in alternative formats, such as, Braille, large print, audiotape or computer disk. Requests can be made by calling 972-782-6151 (Voice) or email: open@farmersville.com. Please allow at least 48 hours for your request to be processed.

**CITY OF FARMERSVILLE
ORDINANCE #O-2013-0212-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 2004-01, AS AMENDED, THROUGH THE AMENDMENT OF ORDINANCE NO. 2002-13 THAT ESTABLISHED PLANNED DEVELOPMENT DISTRICT (PD) ZONING FOR RESIDENTIAL USES HAVING A BASE ZONING DISTRICT OF SF-3 ONE FAMILY DWELLING DISTRICT USES ON APPROXIMATELY 13.05 ACRES OF LAND IN THE W. B. WILLIAMS SURVEY, ABSTRACT NO. 952, IN FARMERSVILLE, COLLIN COUNTY, TEXAS, BY INCORPORATING INTO SAID ORDINANCE AMENDMENTS PREVIOUSLY APPROVED BY THE CITY COUNCIL ON NOVEMBER 8, 2005, THAT AMENDED CERTAIN OF THE STANDARD REQUIREMENTS OF THE BASE ZONING DISTRICT AND DELETED THE SITE PLAN ATTACHED THERETO AS EXHIBIT B AND REPLACED SAID SITE PLAN WITH A NEW SITE PLAN AND BY AMENDING THE SITE PLAN APPROVED IN 2005 BY ADOPTING A NEW SITE PLAN FOR THE SECOND PHASE OF DEVELOPMENT ON APPROXIMATELY 3.25 ACRES OF THE SUBJECT PROPERTY FOR A CHURCH FACILITY AND REQUIRING THAT THE PROPERTY BE DEVELOPED IN ACCORDANCE WITH THE SITE PLANS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on or about October 17, 2005, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Farmersville, Texas, recommended that Ordinance No. 2002-13 be amended by amending certain of the standard requirements of the base zoning district and by deleting the Site Plan attached thereto as Exhibit B and replacing said Site Plan with the Site Plan attached hereto as Exhibit B-1; and

WHEREAS, on or about November 8, 2005, after public notice and public hearing as required by law and upon due consideration of the recommendation of the Planning and Zoning Commission, the City Council of the City of Farmersville, Texas, approved the amendment of Ordinance No. 2002-13 by amending certain of the standard requirements of the base zoning district and by deleting the Site Plan attached thereto as Exhibit B and replacing said Site Plan with the Site Plan attached hereto as Exhibit B-1 (the "2005 Site Plan"); and

WHEREAS, there does not appear to be an ordinance reducing the determination of the City Council of the City of Farmersville, Texas, regarding the amendment of Ordinance No. 2002-13 to writing in conformity to the decision of the City Council as reflected in the approved minutes of the November 8, 2005, meeting and the City desires to incorporate that previous determination with this amendment to Ordinance No. 2002-13; and

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Farmersville, Texas, has recommended that the 2005 Site Plan be amended by adopting a new Site Plan for the second phase of development on approximately 3.25 acres of the subject property for a church facility and requiring that said property be developed in accordance with the Site Plan attached hereto as Exhibit B-2 (the "LDS Site Plan"); and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the City Council of the City of Farmersville; and

WHEREAS, the City Council of the City of Farmersville, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the City of Farmersville and of all testimony and information submitted during said public hearings, has determined that in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, Ordinance No. 2002-13 should be amended by amending certain of the standard requirements of the base zoning district and by deleting the Site Plan attached thereto as Exhibit B and replacing said Site Plan with the Site Plans attached hereto as Exhibits B-1 and B-2 and as hereinafter described;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, THAT:

SECTION I. All of the above premises are found to be true and correct legislative and factual determinations of the City of Farmersville and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION II. From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the Official Zoning Map of the Comprehensive Zoning Ordinance, Ordinance No. 2004-01, as amended, of the City of Farmersville, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of the City's Zoning Ordinance are not amended but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

The Site Plan attached to Ordinance No. 2002-13 as Exhibit B is hereby deleted in its entirety and replaced with the 2005 Site Plan and the 2005 Site Plan is hereby amended, in part, by adopting a new Site Plan for the second phase of development on approximately 3.25 acres of the subject property for a church facility and requiring that approximately 3.25 acres of the property be developed in accordance with the LDS Site Plan.

SECTION III. From and after the adoption of this Ordinance, Subparagraph a) of Section II of Ordinance No. 2002-13 is deleted in its entirety and replaced with a new Subparagraph a) to read as follows:

a) The property identified in Exhibit A shall be developed in accordance with the site plan documents, hereinafter referred to collectively as the "Site Plan," attached hereto as Exhibits B-1 and B-2 and made a part hereof. In the event of any conflict between Exhibit B-1 and Exhibit B-2 regarding the development of the 3.25 acre LDS church site the requirements of Exhibit B-2 shall control.

SECTION IV. It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance.

SECTION V. All provisions of the ordinances of the City of Farmersville in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Farmersville not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION VI. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION VII. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION VIII. This ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

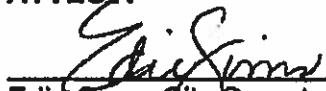
PASSED on first and final reading on the 12th day of February, 2013, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 12th DAY OF FEBRUARY, 2013.

APPROVED:


Joseph E. Helmberger, Mayor

ATTEST:


Edie Sims, City Secretary

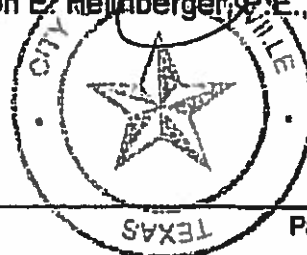


Exhibit A
Legal Property Description

WHEREAS, Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole is the Owner of a tract of land situated in the W.B. Williams Survey, Abstract No. 952, Collin County, Texas and being all of a 3.2512 acre tract conveyed to them by RYNER LLC, A Texas Limited Company, by General Warranty Deed recorded in Volume 6063, Page 3307, Deed Records, Collin County, Texas, same being all Lot 2A, Block C of Aston Estates Phase 2, an addition to the City of Farmersville, Collin County, Texas as recorded in Cabinet R, Slide 178 Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the south line of Sycamore Street (50' R.O.W.) at the northwest corner of said Lot 2A, same being the northeast corner of Lot 10, Block E, Lincoln Heights Addition, an addition to the City of Farmersville as recorded in Cabinet D, Slide 159, Plat Records, Collin County, Texas, same also being a called distance of 90.00 feet from the north end of a corner clip at the intersection of said south line of Sycamore Street and the east line of Meadowview Street (called 27' R.O.W.);

THENCE S89°54'28"E, along said south line of Sycamore Street, for a distance of 359.84 feet to a 1/2" iron rod with an orange plastic cap, stamped "Piburn Partners" set for corner at the intersection of said south line of Sycamore Street with the west line of Jouette Street (50' R.O.W.);

THENCE S00°18'00"E, along said west line of Jouette Street, for a distance of 151.78 feet to a 1/2" rod with an orange plastic cap, stamped "Piburn Partners" set for corner at the intersection of said west line of Jouette Street with the south line of said Jouette Street;

THENCE N89°42'00"E, along said south line of Jouette Street, for a distance of 6.99 feet to a 1/2" iron rod with an orange plastic cap, stamped "Piburn Partners" set for corner at the northwest corner of Lot 4, Block D, Aston Estates, Phase 1 Addition, an addition to the City of Farmersville as recorded in Cabinet N, Slide 669, Plat Records, Collin County, Texas;

THENCE S00°18'00"E, along the west line of said Lot 4, for a distance of 100.00 feet to a 1/2" iron rod with an orange plastic cap, stamped "Piburn Partners" set for corner in a north line of Lot 3A, Block C, of the aforementioned Aston Estates, Phase 2 Addition;

THENCE S89°42'00"W, along said north line, for a distance of 32.35 feet to a 1/2" iron rod with an orange plastic cap, stamped "Piburn Partners" set for corner at an inner-ell corner of said Lot 3A;

THENCE South, along the inner-ell northerly line of said Lot 3A, for a distance of 138.00 feet to a 1/2" iron rod with an orange plastic cap, stamped "Piburn Partners" set for corner at the beginning of a non-tangent curve to the left, having a radius of 50.00 feet and a chord which bears S45°03'07"W, for 17.46 feet;

THENCE Southwesterly along said curve to the left and said northerly line, through a central angle of 20°06'39", for an arc distance of 17.55 feet to a 1/2" iron rod with an orange plastic cap, stamped "Piburn Partners" set for corner;

THENCE West, continuing along said northerly line, for a distance of 321.49 feet to a 1/2" iron rod with an orange plastic cap, stamped "Piburn Partners" set for corner in the east line of Lot 5, Block E, at the aforementioned Lincoln Heights Addition;

THENCE N00°16'38"W, along the east line of Block E of said Addition, for a distance of 402.83 feet to the POINT OF BEGINNING, and containing 141,622 square feet or 3.2512 acres of land more or less.

Exhibit B

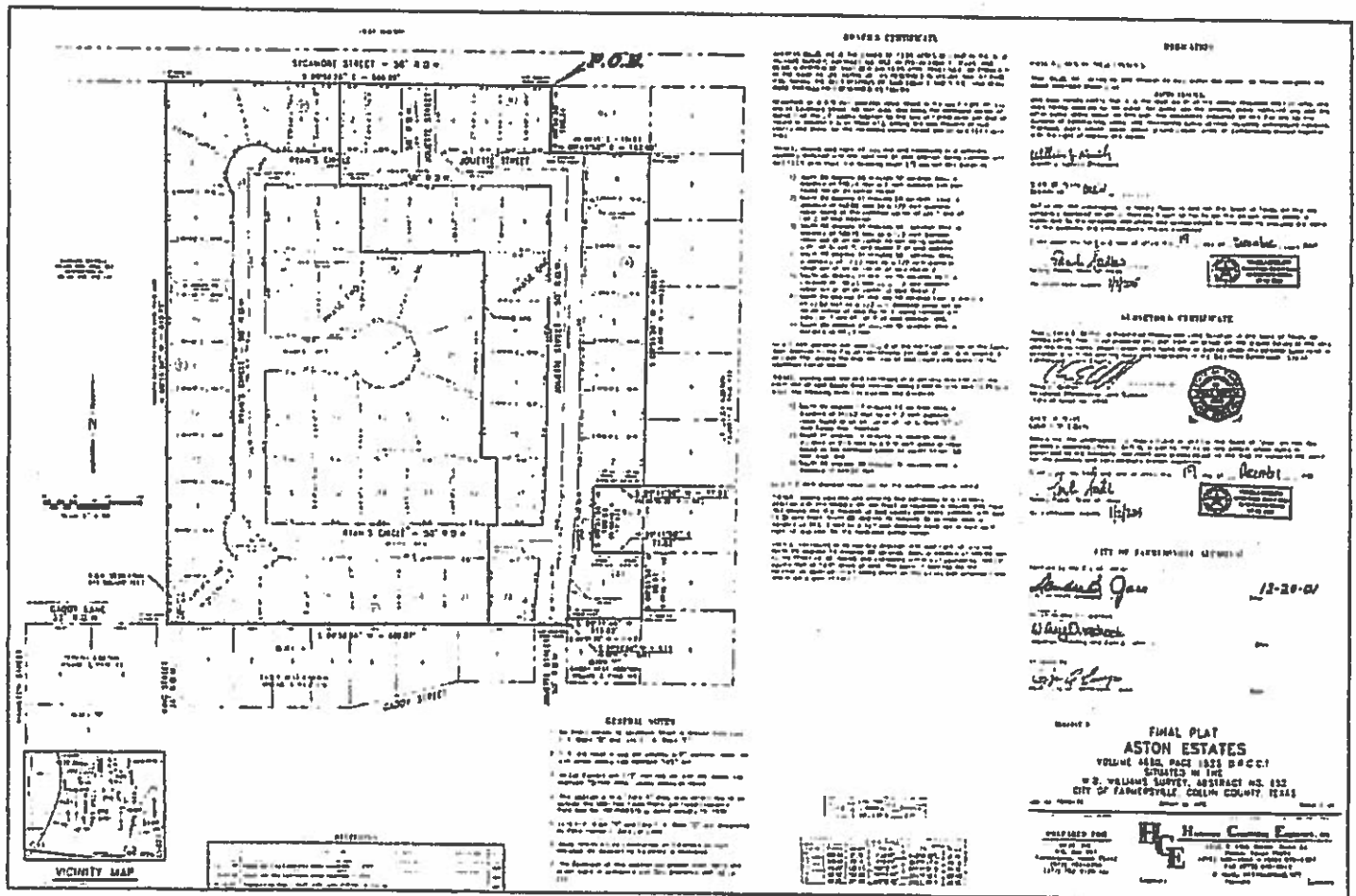


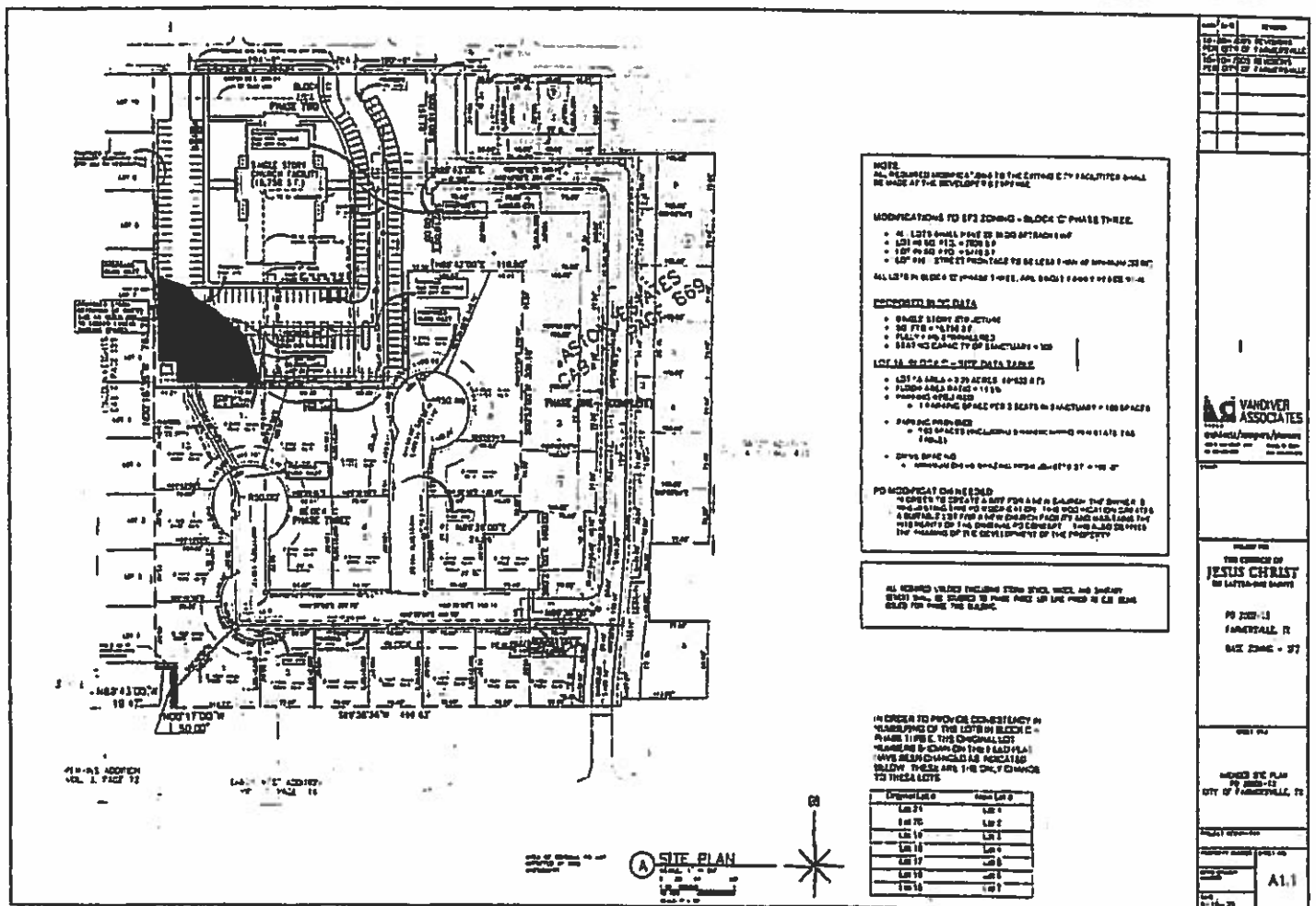
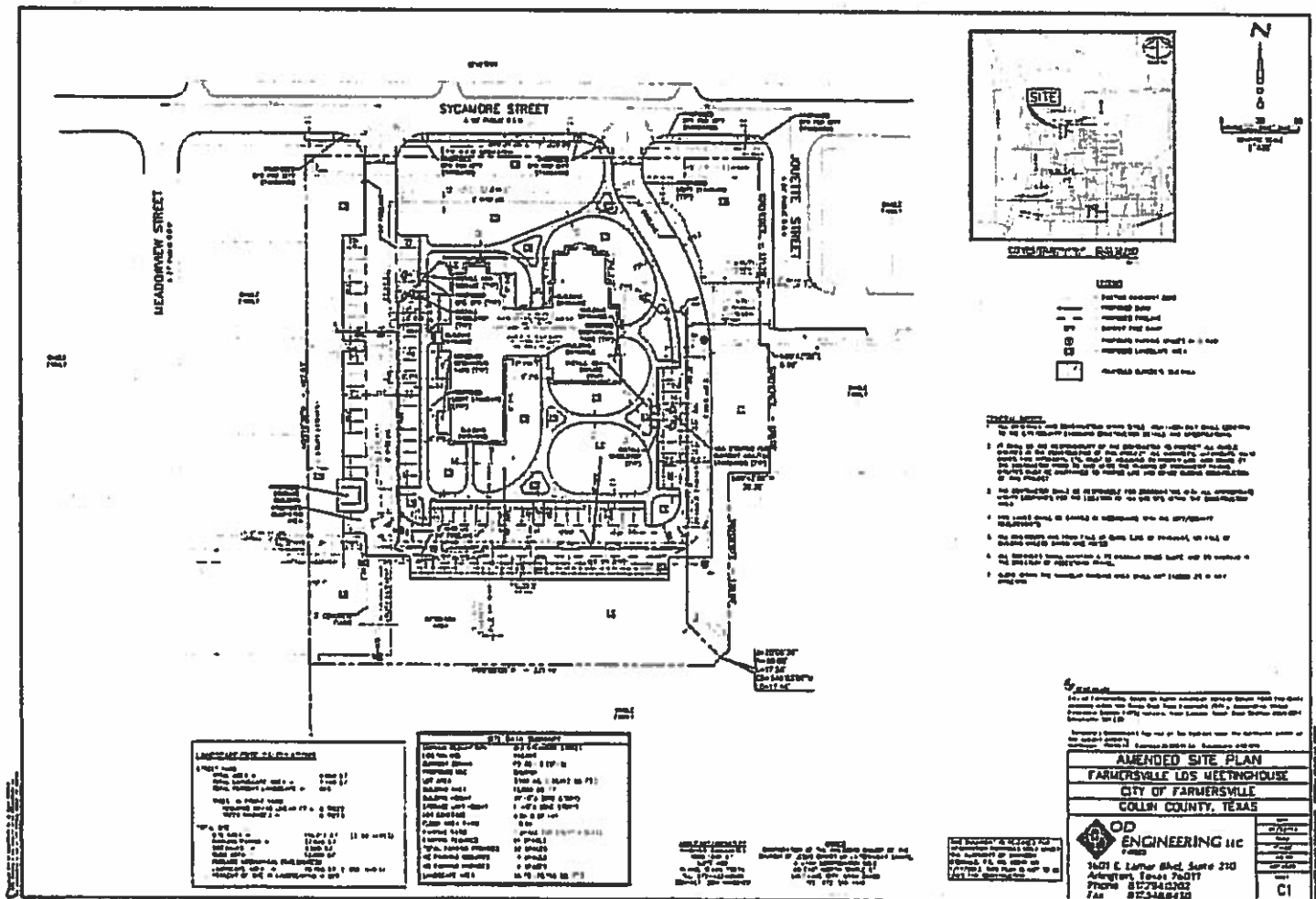
Exhibit B-1

Exhibit B-2



CITY OF FARMERSVILLE

ORDINANCE #2002-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE #98-01, AS HERETOFORE AMENDED, TO ZONE 13.05 ACRES AS HEREINAFTER DESCRIBED; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Farmersville, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Farmersville and laws of the State of Texas, at a meeting of the City Council, held on the 11th day of December, 2001, for the purpose of considering a change in the Zoning Ordinance; and,

WHEREAS, the City Secretary of said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Farmersville, Texas, at least fifteen (15) days prior to the time set for such hearings; and,

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, the 11th day of December, 2001; and,

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and as well, the owners and occupants thereof, and the City generally;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE:

SECTION I. The Comprehensive Zoning Ordinance #98-01, as the same has been heretofore amended, is hereby further amended so as to assign Planned Development-Residential Development zoning to the following described property:

Situated in the W. B. Williams Survey, Abstract No. 952 in Collin County, Texas, and being a portion of that certain 13.05 acre tract, now, or formerly in the name of Joe Aston, Jr., as described in Volume 564, at page 435, of the Deed Records in Collin County, Texas, being more particularly described in Exhibit "A".

SECTION II. The following are adopted in conjunction with this zoning:

- a) The "Site Plan" document submitted by the developer and dated December 17, 2001, is hereby attached as Exhibit B and made a part hereof.
- b) Conditions as described on Exhibit C hereto are incorporated and made a part hereof.
- c) A monetary sum for parks and other public uses as described in Section 6.2 of Subdivision Ordinance #98-02, in the amount of three thousand dollars (\$3000.00) will be provided to the City.
- d) Except as specifically indicated otherwise on the "Site Plan" or the exhibits attached hereto, all requirement of the Subdivision Ordinance #98-02 and the Zoning Ordinance #98-01 shall remain in full force and effect as set forth for Zoning District SF - 3.

SECTION III. It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance.

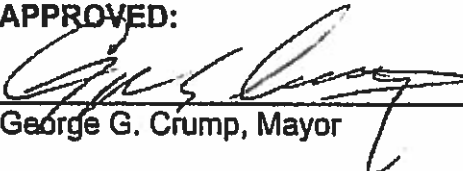
SECTION IV. All provisions of the ordinances of the City of Farmersville in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Farmersville not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION V. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

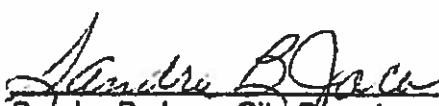
SECTION VI. This ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS on this the 12th day of March, 2002.

APPROVED:


George G. Crump, Mayor

ATTEST:


Sandra B. Jaco, City Secretary

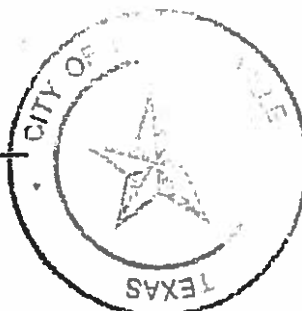


EXHIBIT A

Situated in the W. B. Williams Survey, Abstract No. 952 in Collin County, Texas, and being a portion of that certain 13.05 acre tract, now, or formerly in the name of Joe Aston, Jr., as described in Volume 564, at page 435, of the Deed Records in Collin County, Texas, and being more particularly described by metes and bounds to wit:

BEGINNING at a 5/8 inch diameter rebar found in the south right-of-way line of Sycamore Street, 50 feet wide, and being the northwest corner of Outlot 1 of the L. F. Gaddy Addition to the Town of Farmersville, per plat of record in Volume 413, at Page 433, among the Map Records of said County and state, for the northeast corner hereof and of said 13.05 acre tract;

THENCE, leaving said right-of-way line and continuing in a generally southerly direction with the west line of said addition, being common with said 13.05 acre tract, the following seven (7) courses and distances

- 1) South 00 degrees 50 minutes 50 seconds West, a distance of 100.24 feet to a 1 inch diameter iron pipe found for an ell corner hereof
- 2) North 89 degrees 41 minutes 58 seconds East, a distance of 152.00 feet to a 1/2 inch diameter rebar found at the common corner of Lot 1 and of Lot 2 of said Addition
- 3) South 00 degrees 51 minutes 56 seconds West, a distance of 500.15 feet to a 5/8 inch diameter rebar set an ell corner hereof, being common with Lot 6, Lot 7, and Outlot 2 of said Addition
- 4) South 89 degrees 41 minutes 58 seconds West, a distance of 77.02 feet to a 5/8 inch diameter rebar set at an ell corner of said Outlot 2
- 5) South 00 degrees 51 minutes 56 seconds West, a distance of 100.03 feet to a 5/8 inch diameter rebar set at an ell corner of said Outlot 2
- 6) North 89 degrees 41 minutes 58 seconds East, a distance of 77.02 feet to a 5/8 inch diameter rebar set at an ell corner of said Outlot 2, being common with said Lot 7 and of Lot 8 of said Addition, and,
- 7) South 00 degrees 51 minutes 56 seconds West, a distance of 98.93 feet

to a 1 inch diameter iron pipe found at the northeast corner of the Gaddy West Addition to the Town of Farmersville, per plat of record in Volume 3, at Page 116, among the Map Records of said county and state for the southeast corner hereof;

THENCE, leaving said line and continuing in a westerly direction with the north line of said Gaddy West Addition, being common with said 13.05 acre tract, the following three (3) courses and distances

- 1) South 89 degrees 17 minutes 49 seconds West, a distance of 113.62 feet to a 1/2 inch diameter rebar found at an ell corner of Lot 1, Block "F", of said Gaddy West Addition

- 2) South 01 degrees 14 minutes 34 seconds West a distance of 9.13 feet to a 5/8 inch diameter rebar found at the northeast corner of Jouette Street, 50 feet wide, and,
- 3) South 89 degrees 38 minutes 36 seconds West, a distance of 609.07 feet

to a 5/8 inch diameter rebar set for the southwest corner hereof;

THENCE, leaving said line and entering and continuing in a northerly direction with the Barbara Whitsell Tract as recorded in Volume 899, Page 362 among the Map Records of said county and state, common with said 13.05 acre tract, North 00 degrees 16 minutes 38 seconds West, a distance of 813.73 feet to a 5/8 inch diameter rebar set in said south right-of-way line, for the northwest corner hereof;

THENCE, continuing in a easterly direction with said right-of-way line, North 89 degrees 54 minutes 28 seconds, West, a distance of 586.85 feet to the POINT OF BEGINNING and containing within said boundaries, 568,640 square feet or 13.05 acres of land.

EXHIBIT C

RESTRICTIVE COVENANTS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN)

THAT WHEREAS, BILJO, INC., OWNER OF ASTON ESTATES, hereinafter called declarant, being owners of a tract of land situated in Farmersville, Collin County, Texas, part of the following surveys: W. B. Williams Survey, Abstract No. 952 in Collin County, Texas, and being the land conveyed to Joe Aston Jr. in Deed recorded in volume 364 page 435, of the Deed Records of Collin County, Texas, and containing 13.05 acres, more or less. Being more particularly described as ASTON ESTATES according to the map or plat thereof recorded in cabinet _____, page _____, of the Map of Records of Collin County, Texas, that said declarants, the owners of said tract of land, hereby place the following restrictions on the property described in section 1.2 hereof:

ARTICLE I

Section 1.1 Definitions. The following words, when used in this Declaration or supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

a. "ASTON ESTATES" shall mean and refer to the development located on the Property subject to this Declaration as described in Exhibit "A" attached hereto and for all purposes made a part hereof.

b. "Declarant" shall mean and refer to BILJO, INC., Owner of ASTON ESTATES, a Texas Corporation may assign its rights, privileges, duties and obligations hereunder, which rights, privileges, duties and obligations hereunder, are and shall be assignable, but only in writing, duly executed and notarized and recorded in the Land Records of Collin County, Texas.

c. "Property" shall mean and refer to real property described in Section 1.2 hereof and any and all improvements thereon as are subject to this declaration.

d. "Homestead" shall mean and refer to any plot or tract of land shown on the plat of the Property filed or to be filed by Declarant in the Map Records of Collin County, Texas, and any amendments thereto, together with any and all improvements that are now or may hereafter be placed or constructed thereon, and subject to any easements, restrictions, reservations or other encumbrances burdening same.

e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee and simple title to any Homestead, including the Declarants, but excluding any person or entity having an interest in a Homestead merely as security for performance of any obligation.

f. "Improvement" shall mean and include all buildings and roofed structures, parking areas, fences, walls, driveways, ponds, lakes, swimming pools, tennis courts, changes in any exterior color or shape, and any new exterior construction or exterior improvement exceeding \$5,000.00 in cost which may not be included in any of the foregoing. It does not, however, include landscaping or any other replacement or repair of any magnitude which ordinarily would be expensed in the maintenance of residential property and which does not change exterior colors or exterior appearances.

Section 1.2 Property Subject to Declaration. The real property covered by this Declaration shall be and include the surface estate only in and to all Homestead(s) of ASTON ESTATES located in the City of Farmersville, Collin County, Texas, according to the Map or plat thereof recorded in Cabinet _____, page _____, of Map Records of Collin County, Texas, incorporated herein by reference for all purposes, together with any future Homestead(s) located on any real property added to the ASTON ESTATES through amendments to such Map, subsequent recorded plats, and amendments to this Declaration and together with any and all Improvement(s) located thereon. The Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions and charges set forth herein.

RESTRICTIVE COVENANTS - page one

EXHIBIT C, Page 1

ARTICLE II

BUILDING & ARCHITECTURAL COMMITTEE

Section 2.1 Function. No improvement, as that term is defined in Section 1.1.g. above, shall be erected, constructed, placed or altered on any portion of Property until plans and specifications in such form and detail as the Building and Architectural Control Committee may deem necessary, and shall have been submitted to and approved in writing by such committee. The decision of the Building and Architectural Control Committee shall be final, conclusive and binding upon the applicant. The committee shall consist of the officers of BILJO, INC. or their successors, or appointees as determined by them.

Section 2.2 Content of plans and specifications. Prior to the construction of any improvement(s), two sets of plans and specifications shall be submitted to the Building and Architectural Control Committee, BILJO, INC., P.O. Box 857, Farmersville, Texas 75442, and shall include the following: (i) structural design (including floor plan), (ii) exterior elevations, (iii) exterior material, colors, textures and shapes.

Section 2.3 Approval Criteria. Approval of plans and specifications shall be based, among other things, on general adequacy of size dimensions, structural design, conformity and harmony of exterior design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, compliance with applicable governmental requirements, and conformity to both the specific and general intent of the restrictions and covenants set forth herein.

Section 2.4 Failure to Act. If the Building and Architectural Control Committee fails to approve or disapprove submitted plans and specifications or reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, except that the Building and Architectural Control Committee shall have no right or power, by failure to act, to waive or approve any substantial deviations from the restrictions and covenants set forth herein, as is more specifically set out in Article IV hereof.

Section 2.5. Clarification. For purposes of clarification in this Declaration, all references to the Building & Architectural Control Committee shall simply refer to the "Committee".

Section 2.6. Additional Committees. Declarants shall have the right and the power to create additional committees to serve as landscape or management committees and delegate responsibility to such committees. Such committees shall serve for a period of time designated by Declarants, their heirs, successors or assigns.

Section 2.7 Limitation of Liability. Neither the Committee nor any sub-committee nor any member thereof shall be liable in damages or otherwise to anyone submitting plans or specifications for approval or to any Owner or to any other party by reason of mistake of judgment, negligence or non-feasance arising out of or in connection with: (i) the approval or disapproval or failure to approve or disapprove any plans or specifications, or (ii) the performance or non-performance by the committee or sub-committee of any of its duties hereunder.

ARTICLE III

PROTECTIVE COVENANTS

Section 3.1. Covenants Applicable to the Property. The following provisions shall be applicable to any and all construction on, alterations and additions to, or use of the Property and all improvements thereon and shall be deemed, for all purposes, to be covenants running with the Property.

a. Residential use. All Homestead(s) shall be used for residential purposes only, with the following additional restrictions and stipulations:

- (1) No trailer, basement, tent, shack, or garage erected or placed on any Homestead or any vehicle or any kind placed on any Homestead shall be used as either a permanent or temporary residence or dwelling.
- (2) No outbuildings or garage on any Homestead shall be lived in as a home.
- (3) No temporary structure of any kind shall be erected or placed on any Homestead and in no event shall any residential dwelling upon any Homestead be occupied until occupancy permit has been issued and no such "occupancy permit" will be issued until said dwelling has been fully completed in accordance with plans and specifications approved by the committee.
- (4) No part of any Homestead shall be used for business purposes or for any purpose other than a private residence with the customary outbuildings and garage.

RESTRICTIVE COVENANTS - page two

EXHIBIT C, Page 2

(5) Notwithstanding any of the above restrictions to the contrary, Declarants shall have the right to use any Homestead owned by Declarants for erection and operation of sales office, a construction office, and/or model homes.

b. Use Limitations. The following uses of Homestead(s), tracts or parcels of land in the Property are not permitted:

- (1) Any prohibited use set out in section 3.1.a above.
 - (2) Any use of a Homestead or portion thereof for a residence other than one (1) detached single family residence per Homestead, which detached single family residence may not exceed two (2) stories in height or, unless otherwise approved in writing by the Committee, have for the use thereof more than one (1) private garage.
 - (3) Any use which generally constitutes a nuisance or which involves a noxious odor, excessive emission of smoke, dust, steam, or vapor or any excessive noise level.
 - (4) Any use involving further subdividing of Homestead(s), tracts or parcels without the prior written approval of the Committee.
 - (5) Any use involving the keeping on any Homestead of any animals or domestic fowl shall comply with the provisions of section 3.1.c. Hereof, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose.
 - (6) Any use or maintenance of any Homestead as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All equipment for the storage and disposal of such materials shall be kept clean and in sanitary condition.
 - (7) Unless otherwise approved in writing by the Committee, no radio television tower or antenna shall be constructed or erected on any Homestead which extends higher than fifteen (15) feet over the highest point of the residential structure constructed on such Homestead (including chimneys) or extends higher than thirty-five (35) feet from the ground level of the Homestead if such tower or antenna is not attached to such residential structure.
 - (8) No automobiles, trucks, boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character, shall be left on the street, except that vehicles operated by guests of Owner(s) may be temporarily parked on the street during the hours of parties or other similar functions sponsored by Owner(s). No trucks (with size designation of greater than one ton), boats, trailers, recreational vehicles, or other similar large vehicles, shall ever be parked or stored on front yards of Homestead(s) or on side yards of Homestead(s) adjacent to streets, where corner Homestead(s) are involved. Automobiles and light trucks (with a size designation of one ton or less) may be parked on front and side yards of Homestead(s), but may not be permanently stored on front or side yards of Homestead(s). Outside storage for all vehicles must be located in the back yard of Homestead(s). No vehicles of any size which transports flammable or explosive cargo may be kept on the property at any time. No vehicle of any size that is non-functional and inoperable may be kept on the premises.
 - (9) All residences or other structures constructed or erected upon any Homestead shall be of new construction and in no event shall any prefabricated or existing structures be moved onto any Homestead, provided, however, that with the express prior written approval of the Committee, an Owner may transport or locate prefabricated storage buildings on the Homestead.
 - (10) No communication receiving or transmitting device or equipment shall be used on any Homestead which interferes with the television reception on any other Homestead without the prior written consent of the Committee, which consent may be withheld or, once given, revoked for any reason. Satellite receivers may be allowed if constructed and maintained in a manner satisfactory to the Committee.
- c. Side Line and Front Line Set - Back Restrictions.
- (1) All residences or dwellings erected or placed on any Homestead shall face the front road or street adjacent to the Homestead as shown on the plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by declarants. No structure of any kind, residential or otherwise, shall be constructed within ten (10) feet from any rear lot line or within ten (10%) of any side lot line, and all such structures shall be constructed behind the front building lines as shown on the recorded plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by the Declarants. Placement of all dwellings and structures must be submitted with plans and approved by the Committee.

(2) Exception to c.1. above, concerning eight (8) lots to be used for Town Homes, being the eight lots with backs to Sycamore Street, being forty (40) feet in width. These lots to have zero lot lines, except for street set backs as shown on plat.

d. Construction Term. If a residence is not completed on any Homestead on or before twelve (12) months from the beginning date of construction, the owner will pay to Declarants for each such Homestead the sum of \$10.00 per day beginning on the first day thereafter and continuing until the final completion of the residence, as liquidated damages to Declarants. Declarants shall have the right to grant extensions of the aforesaid nine (9) month period from time to time in Declarants' discretion for reasonable cause.

e. Signs. No signs of any kind shall be displayed to public view on any Homestead with the following exceptions:

- (1) One (1) professional sign of not more than six (6) square feet advertising the Homestead for sale.
- (2) Not more than two (2) signs used by a builder to advertise the Homestead during the construction and sale of a residence thereon.
- (3) any sign used by the Declarants for sale or advertising purposes.

f. Illegal Trade. No illegal activity of any kind shall be carried on upon the Homestead.

g. Landscaping. Landscaping will:

- (1) Be required on all Homestead(s) contemporaneously with completion of other improvements, but in no event later than one hundred eighty (180) days after first occupancy or completion of improvement (s), whichever is first to occur.
- (2) Comply with and conform to the following:
 - a. May not obstruct sight lines at streets or driveway intersections. Specifically, no hedge or shrub which obstructs sight lines between elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Homestead within the triangular area formed by the street property lines and the lines connecting them at points twenty (20) feet from the intersection of the street right-of-way lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any Homestead within ten (10) feet of the intersection of any driveway with a public street. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.
 - b. Preserve existing trees to the extent practical.
 - c. Permit reasonable access to public and private utility lines and easements for installation and repair.
 - d. May not divert in any way creeks, or increase such creeks in size through dams or other obstructions, without prior written permission from the Committee.
 - e. Any Homestead purchased but left vacant shall be mowed and maintained at all times. In accord with the City of Farmersville, ordinances.

h. Construction standards.

- (1) All home must have composition shingle roofs. Approval to use other material must be obtained in writing from the committee.
- (2) (a) The total habitable floor area of the main structure on each Homestead shall have the following minimum square footage exclusive of porches, stoops, terraces, and garages: (i) single story residences - 1200 square feet and (ii) two story residences - 1600 square feet.
- (2) (b) All foundations must be concrete slab or standard pier and beam with outside concrete beam unless otherwise approved by the Committee. All foundation plans must be presented and approved with the house plans.

(3) Driveways shall be constructed of concrete, and shall be completed before occupancy of the dwelling on the Homestead for which the driveway is being built. All approaches and culverts connecting the driveway and street shall be approved for design and materials by the Committee.

(4) All structures shall be constructed of new material or material approved by the Committee, and be of 60% masonry construction unless otherwise approved by the Committee.

(5) All utility services to the residence on each Homestead shall be installed entirely underground from the residence on such Homestead to the front or rear boundary line of such Homestead as the case may be provided, however, that if existing utility lines or connections are located on a Homestead at a place other than the front or rear boundary line of such Homestead, then such utility services shall be installed entirely underground from the residence to such existing lines or connections.

(6) All mailbox structures, including the possible use of the Owner's name or address either affixed or attached thereto, and any structure placed within any street right-of-way, shall be subject to the prior approval of the Committee.

i. Miscellaneous Restrictions

(1) No hunting or shooting of firearms is allowed on any Homestead.

(2) No motorcycles, minibikes or off - road vehicles shall be permitted to use any part of the Property other than the streets and driveways provided therein and, with an Owner's permission, the Homestead of an Owner.

ARTICLE IV

MAINTENANCE

Section 4.1. Duty of Maintenance. Owner(s) and occupants (including lessees) of any Homestead shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Homestead so owned or occupied, including but not limited to improvement(s), grounds or drainage easements or other rights-of-ways located thereon or incident thereto, in a well maintained state and a clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following: (i) prompt removal of all litter, trash, refuse and wastes; (ii) lawn mowing as necessary to maintain lawns in a trimmed and orderly condition; (iii) tree and shrub pruning as necessary to maintain a neat appearance; (iv) watering sufficient to keep landscaping green; (v) keeping the parkway area between Homestead lines and adjoining streets mowed and clean; (vi) keeping areas and driveways in good repair; (vii) complying with governmental health requirements; (viii) repair of any exterior damage to improvement(s); and (ix) except as otherwise necessary on days of collection, keeping garbage containers placed so as not to be visible from the street or any Homestead.

Section 4.2. Enforcement. If the Committee determines, in its sole discretion, that the Owner or occupant (including lessees) of any Homestead has failed to abide by the duty of maintenance set forth in the above Section 4.1., the Committee shall have the right, but not the obligation, to enter upon such Homestead and to perform or cause to be performed such maintenance and to assess such Owner or occupant for any expenses so incurred. In order to secure the payment of any such assessments, together with interest thereon at the highest rate then permitted by applicable Texas or Federal law from the date of such assessment until paid, together with all of the costs, including reasonable attorney's fees, of collecting same, a lien to the extent permitted by law shall be and is hereby reserved in and to each Homestead and any and all improvements located thereon and is hereby assigned to the Association, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Committee or any member of such Committee or by any Owner on behalf of such Committee or by the Association. Any such lien shall be deemed subordinate and inferior to the liens of any mortgage which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Homestead. The collection of any such assessment, including such interest and costs may, in addition to any other applicable method in law in equity, be enforced by suit for a money or judgment or collected out of proceeds from the foreclosure sale of such Homestead in accordance with Texas law. Each such assessment including such interest and costs of collection, also shall be the continuing personal obligation of the Owner and, if applicable, the occupant of any such Homestead at the time when the violation leading to such assessment occurred. Each and every Owner of any Homestead, by the acceptance of a deed or other conveyance of any Homestead, shall be deemed to covenant and agree, for and on behalf of such Owner and any occupant occupying such Owner's Homestead by license of such Owner, to pay any such assessment.

ARTICLE V

MISCELLANEOUS

Section 5.1. Duration. This Declaration and the covenants and restrictions set forth herein shall run with and bind the Property, subject to the provisions of Sections 5.2, 5.3 and 5.4 here of, and shall inure to the benefit of every Owner of every Homestead, and their respective legal representatives, personal representatives, devisees, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including _____. However, at such time, the covenants and restrictions shall be extended automatically for a period of ten (10) additional years unless by a sixty-six and two-thirds per cent (66 2/3%) vote of the Owner(s) the restrictions are revoked or amended. The covenants and restrictions shall continue automatically for additional ten (10) year periods unless altered, specified herein. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given by the Committee to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 5.2 Amendment. Any article of this Declaration may be amended in the following manner:

a. After one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or after _____, (or an earlier date designated by Declarants), whichever is first to occur, those persons or legal entities who own Homestead(s) shall, by sixty-six & two-thirds per cent (66 2/3%) vote, have exclusive power and right to amend any article hereof. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when instrument is filed of record in the Deed Records of Collin County, Texas with signatures of the requisite number of Owner(s).

Section 5.3. Deviation from Restrictions and Covenants.

a. Any substantial deviation from present form or the specific and general intentions and purposes of any of the restrictions and covenants set forth herein shall be allowed only as follows:

(1) Until one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or until _____, (or an earlier date designated by Declarants), whichever is first to occur, Declarants shall have the exclusive power and right to allow substantial deviations and such right and power must be exercised in writing.

(2) After one hundred percent (100%) of Homestead(s) have been sold to persons or legal entities not affiliated with or controlled by Declarants, or after _____, (or an earlier date designated by Declarants), whichever is first to occur, Owner(s) shall by sixty-six & two-thirds per cent (66 2/3%) vote have the exclusive power and right to allow such substantial deviations. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting.

b. During the existence of this Declaration, as from time to time supplemented or amended, the Committee and any sub-committee formed pursuant hereto, shall have the exclusive power and right to allow minor deviations from the present form of or the specific and general intentions and purposes of the restrictions and covenants set forth herein.

Section 5.4. Enforcement. The restrictions and covenants set out in this Declaration shall be enforced as follows:

a. Until one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or until _____, (or an earlier date designated by Declarants), whichever is first to occur, Declarants through their duly designated representatives or through the Committee appointed by Declarants, shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including, but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

b. After one hundred percent (100%) of the Homestead(s) are sold by Declarant to persons or legal entities not affiliated with or controlled by Declarants, or after _____, (or an earlier date designated by Declarants), whichever is first to occur, the Owner of any Homestead may (but only after the then Owner(s) of other Homestead(s) have by two-thirds (2/3) vote approved such action) bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such violation. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of the meeting, including the name of the alleged violator and detailed description of alleged violation. Any legal or other expenses incurred incident to such legal action shall be born by the Owner(s) bringing such action and shall in no event be owed by any of the Owner(s) not involved in bringing such action.

Section 5.5. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, invalid or unenforceable for any reason or shall be held by any court or competent jurisdiction to be illegal, null or void, such provision shall be fully severable and remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Furthermore, in lieu of each illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Declaration, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 5.6. Notice. Whenever written notice to the Owner(s) is permitted or required hereunder, such notice shall be given by Declarants, the Committee or by any appropriate sub-committee formed pursuant hereto by the mailing of such notice to the address of such Owner(s) appearing on the records of the Committee (and as furnished to the Committee by such Owner(s)). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, properly addressed, postage prepaid, whether received by addressee or not.

Section 5.7. Headings. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 5.8. Effective Violation of Covenants on Existing Liens. Violation of or failure to comply with any of these restrictions, covenants and conditions shall in no way effect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

SIGNED this _____ Day of _____, 2001

DECLARANT:

BILJO, INC.

WILLIAM J. NERWICH VP

THE STATE OF TEXAS)
COUNTY OF COLLIN)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William J. Nerwich, Vice President for BILJO, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expresses, in the capacity therein stated, and as the act and deed of Aston Estates

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2001

Notary Public in and for State of Texas

(Typed or printed name of Notary)
My commission expires _____

Address of Declarants:
BILJO, INC.
P.O. BOX 857
Farmersville, TX 75442

2002- 0019389

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RESTRICTIVE COVENANTS

THE STATE OF TEXAS)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS

THAT WINIFRAS, DILJO, INC., OWNER OF ASTON ESTATES, hereinafter called declarant, being owners of a tract of land situated in Farmersville, Collin County, Texas, part of the following survey: W-21, Walcott Survey, Adams No. 932 in Collin County, Texas, and being the land conveyed to Joe Aston Jr. in Deed recorded in volume 364 page 111 of the Deed Records in Collin County, Texas, and containing 11.83 acres, more or less. Declarant, particularly described as ASTON ESTATES according to the map or plat thereof recorded in exhibit _____, page _____ of the Map of Records of Collin County, Texas, that said declarant, the owners of said tract of land, hereby place the following restrictions on the property described in Section 1.2 hereof.

ARTICLE I

Section 1.1 Definitions. The following words, when used in this Declaration or supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

- a. "ASTON ESTATES" shall mean and refer to the development located on the Property subject to this Declaration as described in Exhibit "A" attached hereto and for all purposes made a part hereof.
- b. "Declarant" shall mean and refer to WINIFRAS, DILJO, INC., Owner of ASTON ESTATES, a Texas Corporation may assign its rights, privileges, duties and obligations hereunder, which rights, privileges, duties and obligations hereunder, are and shall be assignable but only in writing duly executed and notarized and recorded in the Map of Records of Collin County, Texas.
- c. "Property" shall mean and refer to real property described in Section 1.2 hereof and any and all improvements thereon to be subject to this declaration.
- d. "Homestead" shall mean and refer to any plot or tract of land shown on the plat of the Property filed or to be filed by Declarant in the Map of Records of Collin County, Texas, and any amendments therein, together with any and all improvements that are now or may hereafter be placed or constructed thereon, and subject to any easements, restrictions, reservations or other circumstances burdening same.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee and simple title to any Homestead, including the Declarant, but excluding any person or entity having an interest in a Homestead merely as security for performance of any obligation.

"Improvement" shall mean and include all buildings and roofed structures, parking areas, fences, walls, driveways, ponds, lakes, swimming pools, tennis courts, changes in any exterior color or shape, and any new exterior construction or exterior improvement exceeding \$3,000.00 in cost which may not be included in any of the foregoing. It does not, however, include landscaping or any other replacement or repair of any magnitude which ordinarily would be expected in the maintenance of residential property and which does not change exterior color or exterior appearance.

Section 1.2 Property Subject to Declaration. The real property covered by this Declaration shall be and include the surface estate only in and to all Homestead(s) of ASTON ESTATES located in the City of Farmersville, Collin County, Texas, according to the Map or plat thereof recorded in Exhibit _____, page _____ of Map Records of Collin County, Texas, incorporated herein by reference for all purposes, together with any future Homestead(s) located on any real property added to the ASTON ESTATES through amendments to such Map, subsequent recorded plats, and amendments to this Declaration and together with any and all improvement(s) located thereon. The Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions and charges set forth herein.

ARTICLE II

BUILDING & ARCHITECTURAL COMMITTEE

Section 2.1 Function. No improvement, as that term is defined in Section 1.1.g. above, shall be erected, reconstructed, placed or altered on any portion of Property until plans and specifications in such form and details the Building and Architectural Control Committee may deem necessary, and shall have been submitted to and approved in writing by such committee. The decision of the Building and Architectural Control Committee shall be final, conclusive and binding upon the applicant. The committee shall consist of the officers of ILLJO, INC. or their successors, or appointees as determined by them.

Section 2.2 Control of plans and specifications. Prior to the construction of any improvement(s), in a set of plans and specifications shall be submitted to the Building and Architectural Control Committee, ILLJO, INC., P.O. Box 837, Farmersville, Texas 75442, and shall include the following: (i) structural design (including floor plan), (ii) exterior elevations, (iii) exterior material, colors, textures and shapes.

Section 2.3 Approval Criteria. Approval of plans and specifications shall be based, among other things, on general adequacy of size dimensions, structural design, consistency and harmony of exterior design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, compliance with applicable governmental requirements, and conformity to both the specific and general intent of the restrictions and covenants set forth herein.

Section 2.4 Failure to Act. If the Building and Architectural Control Committee fails to approve or disapprove submitted plans and specifications or rejects same as being incomplete within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, except that the Building and Architectural Control Committee shall have no right or power, by failure to act, to waive or approve any substantial deviations from the restrictions and covenants set forth herein, as is more specifically set out in Article IV hereof.

Section 2.5. Clarification. For purposes of clarification in this Declaration, all references to the Building & Architectural Control Committee shall simply refer to the "Committee".

Section 2.6. Additional Committees. The Owners shall have the right and the power to create additional committees to serve as advisors to the Owners in connection with and delegate responsibility to such committees. Such committees shall serve for a period of time designated by the Owners, their heirs, successors or assigns.

Section 2.7 Limitation of Liability. Neither the Committee nor any sub-committee nor any member thereof shall be liable in damages or otherwise to anyone submitting plans or specifications for approval or to any Owner or to any other party by reason of mistake or judgment, negligence or non-feasance arising out of or in connection with (i) the approval or disapproval or failure to approve or disapprove any plans or specifications, or (ii) the performance or non-performance by the committee or sub-committee of any of its duties hereunder.

ARTICLE III

PROTECTIVE COVENANTS

Section 3.1. Covenants Applicable to the Property. The following provisions shall be applicable to any and all construction on, alterations and additions to, or use of the Property and all improvements thereon and shall be deemed, for all purposes, to be covenants running with the Property.

a. **Restricted use.** All Homestead(s) shall be used for residential purposes only, with the following additional restrictions and stipulations:

- (1) No trailer, basement, tent, shack, or garage erected or placed on any Homestead or any vehicle of any kind placed on any Homestead shall be used as either a permanent or temporary residence or dwelling.
- (2) No outbuildings or garage on any Homestead shall be lived in as a home.
- (3) No temporary structure of any kind shall be erected or placed on any Homestead and in no event shall any residential dwelling upon any Homestead be occupied until occupancy permit has been issued and no such "occupancy permit" will be issued until said dwelling has been fully completed in accordance with plans and specifications approved by the committee.
- (4) No part of any Homestead shall be used for business purposes or for any purpose other than a private residence with the customary outbuildings and garage.

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(5) Notwithstanding any of the above restrictions to the contrary, Declarants shall have the right to use any Homestead owned by Declarant for creation and operation of sales office, a construction office, and/or model homes.

b. Use Limitations The following uses of Homestead(s), tracts or parcels of land in the Property are not permitted:

(1) Any prohibited use set out in section 3.1.a above.

(2) Any use of a Homestead or portion thereof for a residence other than one (1) detached single family residence per Homestead, which detached single family residence may not exceed two (2) stories in height or, unless otherwise approved in writing by the Committee, more for the use thereof more than one (1) private garage.

(3) Any use which generally constitutes a nuisance or which involves a noxious odor, excessive emission of smoke, dust, fumes, or vapor or any excessive noise level.

(4) Any use involving further subdividing of Homestead(s), tracts or parcels without the prior written approval of the Committee.

(5) Any use involving the keeping on any Homestead of any animals or domestic fowl shall comply with the provisions of section 3.1.c. Hereof, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose.

(6) Any use or maintenance of any Homestead as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sanctioned containers which are not visible from the front of any residence. All equipment for the storage and disposal of such materials shall be kept clean and in sanitary condition.

(7) Unless otherwise approved in writing by the Committee, no radio television tower or antenna shall be constructed or erected on any Homestead which extends higher than fifteen (15) feet over the highest point of the residential structure constructed on such Homestead (including chimneys) or extends higher than thirty-five (35) feet from the ground level of the Homestead if such tower or antenna is not attached to such residential structure.

(8) No automobiles, trucks, boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character, shall be left on the street, except that vehicles operated by guests of Owner(s) may be temporarily parked on the street during the hours of parties or other similar functions sponsored by Owner(s). No trucks (with size designation of greater than one ton), buses, trailers, recreational vehicles, or other similar large vehicles, shall ever be parked or stored on front yards of Homestead(s) on side yards of Homestead(s) adjacent to streets, where corner Homestead(s) are involved. Automobiles and light trucks (with a size designation of one ton or less) may be parked on front and side yards of Homestead(s), but may not be permanently stored on front or side yards of Homestead(s). Collision damage for all vehicles must be located in the back yard of Homestead(s). No vehicles of any size which transports flammable or explosive cargo may be kept on the property at any time. No vehicle of any size that is non-functional and inoperable may be kept on the premises.

(9) All residences or other structures constructed or erected upon any Homestead shall be of new construction and in no event shall any prefabricated or existing structures be moved onto any Homestead, provided, however, that with the express prior written approval of the Committee, an Owner may transport or locate prefabricated storage buildings on the Homestead.

(10) No communication receiving or transmitting device or equipment shall be used on any Homestead which interferes with the television reception on any other Homestead without the prior written consent of the Committee, which consent may be withheld or, once given, revoked for any reason. Satellite receivers may be allowed if constructed and maintained in a manner satisfactory to the Committee.

c. Side Line and Front Line Set - Back Restrictions.

(1) All residences or dwellings erected or placed on any Homestead shall face the front road or street adjacent to the Homestead as shown on the plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by declarants. No structure of any kind, residential or otherwise, shall be constructed within ten (10) feet from any rear lot line or within ten (10)% of any side lot line, and all such structures shall be constructed behind the front building lines as shown on the recorded plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by the Declarants. Placement of all dwellings and structures must be submitted with plans and approved by the Committee.

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(2) Exception to c. 1. above, concerning eight (8) lots to be used for Pailo Homes, being the eight lots with backs to Sycamore Street, being forty (40) feet in width. These lots to have zero lot lines, except the street set backs as shown on plat.

d. Construction Term. If a residence is not completed on any Homestead on or before twelve (12) months from the beginning date of construction, the owner will pay in Decedents for each such Homestead the sum of \$10.00 per day beginning on the first day thereafter and continuing until the final completion of the residence, as liquidated damages to Decedents. Decedents shall have the right to grant extensions of the aforesaid nine (9) month period from time to time in Decedents' discretion for reasonable cause.

e. Signs. No signs of any kind shall be displayed in public view on any Homestead with the following exceptions:

- (1) One (1) professional sign of not more than six (6) square feet advertising the Homestead for sale.
- (2) Not more than two (2) signs used by a builder to advertise the Homestead during the construction and sale of a residence thereon.
- (3) Any sign used by the Decedents for sale or advertising purposes.

f. Illegal Trade. No illegal activity of any kind shall be carried on upon the Homestead.

g. Landscaping. Landscaping will:

(1) Be required on all Homesteads to be completed concurrently with completion of other improvements, but in no event later than one hundred eighty (180) days after first occupancy or completion of improvement (s), whichever is first in order.

(2) Comply with and conform to the following:

a. May not obstruct sight lines at streets or driveway intersections. Specifically, no hedge or shrub which obstructs sight lines between elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Homestead within the triangular area formed by the street property lines and the lines connecting them at points within (20) feet from the intersection of the street right-of-way lines or, in the case of a bounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any Homestead within ten (10) feet of the intersection of any driveway with a public street. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.

b. Preserve existing trees to the extent practical.

c. Permit reasonable access to public and private utility lines and easements for installation and repair.

d. May not divert in any way creeks, or increase such creeks in size through dams or other obstructions, without prior written permission from the Committee.

e. Any Homestead purchased but left vacant shall be mowed and maintained at all times, in accord with the City of Farmersville, ordinances.

f. Construction standards.

(1) All homes must have composition shingle roofs. Approval to use other material must be obtained in writing from the committee.

(2) (a) The total habitable floor area of the main structure on each Homestead shall have the following minimum square footage exclusive of porches, stoops, terraces, and garages: (i) single story residences - 1200 square feet and (ii) two story residences - 1600 square feet.

(2) (b) All foundations must be concrete slab or standard pier and beam with outside concrete beam unless otherwise approved by the Committee. All foundation plans must be presented and approved with the house plans.

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(3) Driveways shall be constructed of concrete, and shall be completed before occupancy of the dwelling on the Homestead for which the driveway is being built. All approaches and culverts connecting the driveway and street shall be approved for design and materials for the Committee.

(4) All structures shall be constructed of masonry material or material approved by the Committee, and be of 60% masonry construction unless otherwise approved by the Committee.

(5) All utility services to the residence on each Homestead shall be installed entirely underground from the residence on such Homestead to the front or rear boundary line of such Homestead as the case may be. provided, however, that if existing utility lines or connections are located on a Homestead at a place other than the front or rear boundary line of such Homestead, then such utility services shall be installed entirely underground from the residence to such existing lines or connections.

(6) All mailbox structures, including the possible use of the Owner's name or address either affixed or attached therein, and any structure placed within any street right-of-way, shall be subject to the prior approval of the Committee.

1. Accessory Structure Restrictions.

(1) No hunting or shooting of firearms is allowed on any Homestead.

(2) No motorcycles, minibikes or off-road vehicles shall be permitted to use any part of the Property other than the streets and driveways provided therein and, with an Owner's permission, the Homestead of an Owner.

ARTICLE IV

MAINTENANCE

Section 4.1. Duty of Maintenance. Owner(s) and occupants (including tenants) of any Homestead shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Homestead so owned or occupied, including but not limited to improvements(s), grounds or drainage easements or other rights-of-way located thereon or adjacent thereto, in a well maintained state and a clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following: (i) prompt removal of all litter, trash, refuse and waste; (ii) law mowing as necessary to maintain lawns in a trimmed and orderly condition; (iii) tree and shrub pruning as necessary to maintain a neat appearance; (iv) watering sufficient to keep landscaping green; (v) keeping the parking area between Homestead lines and adjoining streets mowed and clean; (vi) keeping areas and driveways in good repair; (vii) complying with governmental health requirements; (viii) repair of any exterior damage to improvements and (ix) except as otherwise necessary on days of collection, keeping garbage containers placed so as not to be visible from the street or any Homestead.

Section 4.2. Assessment. If the Committee determines, in its sole discretion, that the Owner or occupant (including tenants) of any Homestead has failed to abide by the duty of maintenance set forth in the above Section 4.1, the Committee shall have the right, but not the obligation, to enter upon such Homestead and to perform or cause to be performed such maintenance and to assess such Owner or occupant for any expenses so incurred. In order to secure the payment of any such assessments, together with interest thereon at the highest rate then permitted by applicable Texas or Federal law from the date of such assessment until paid, together with all of the costs, including reasonable attorney's fees, of collecting same, a lien to the extent permitted by law shall be and is hereby reserved in and to each Homestead and any and all improvements located thereon and is hereby assigned to the Association, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Committee or any member of such Committee or by any Owner on behalf of such Committee or by the Association. Any such lien shall be deemed subordinate and inferior to the liens of any mortgage which may have been made or may hereafter lend money to good faith for the purchase or improvement of any Homestead. The collection of any such assessment, including such interest and costs may, in addition to any other applicable method in law or equity, be enforced by suit for a money or judgment or critical out of proceeds from the foreclosure sale of such Homestead in accordance with Texas law. Each such assessment including such interest and costs of collection, also shall be the continuing personal obligation of the Owner and, if applicable, the occupant of any such Homestead at the time when the violation leading to such assessment occurred. Each and every Owner of any Homestead, by the acceptance of a deed or other conveyance of any Homestead, shall be deemed to covenant and agree, for and on behalf of such Owner and any occupant occupying such Owner's Homestead by license of such Owner, to pay any such assessment.

ARTICLE V
MISCELLANEOUS

Section 5.1. Duration. This Declaration and the covenants and restrictions set forth herein shall run with and bind the Property, subject to the provisions of Sections 5.2, 5.3 and 5.4 here of, and shall inure to the benefit of every Owner of every Homestead, and their respective legal representatives, personal representatives, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing throughout and including 2012. However, at such time, the covenants and restrictions shall be extended automatically for a period of ten (10) additional years unless by a sixty-six and two-thirds per cent (66 2/3%) vote of the Owner(s) the restrictions are revoked or amended. The covenants and restrictions shall continue automatically for additional ten (10) year periods unless altered, specified herein. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given by the Committee to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 5.2. Amendment. Any article of this Declaration may be amended in the following manner:

a. After one hundred percent (100%) of the Homestead(s) are sold by Declarant to persons or legal entities not affiliated with or controlled by Declarant, or after 2012 (or an earlier date designated by Declarant), whichever is first to occur, those persons or legal entities (one or more Homestead(s)) shall, by sixty-six and two-thirds per cent (66 2/3%) vote, have exclusive power and right to amend any article herein. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when instrument is filed of record in the Deed Record of Collin County, Texas with signatures of the requisite number of Owner(s).

Section 5.3. Deviation from Restrictions and Covenants.

a. Any substantial deviation from percent from the specific and general intentions and purposes of any of the restrictions and covenants set forth herein shall be allowed only as follows:

(1) Until one hundred percent (100%) of the Homestead(s) are sold by Declarant to persons or legal entities not affiliated with or controlled by Declarant, or until 2012 (or an earlier date designated by Declarant), whichever is first to occur, Declarant shall have the exclusive power and right to allow substantial deviations and such right and power must be exercised in writing.

(2) After one hundred percent (100%) of Homestead(s) have been sold in persons or legal entities not affiliated with or controlled by Declarant, or after 2012 (or an earlier date designated by Declarant), whichever is first to occur, Owner(s) shall by sixty-six and two-thirds per cent (66 2/3%) vote have the exclusive power and right to allow such substantial deviations. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting.

b. During the existence of this Declaration, as from time to time supplemented or amended, the Committee and any sub-committee formed pursuant hereto, shall have the exclusive power and right to allow minor deviations from the percent from of the specific and general intentions and purposes of the restrictions and covenants set forth herein.

Section 5.4. Enforcement. The restrictions and covenants set out in this Declaration shall be enforced as follows:

a. Until one hundred percent (100%) of the Homestead(s) are sold by Declarant to persons or legal entities not affiliated with or controlled by Declarant, or until 2012 (or an earlier date designated by Declarant), whichever is first to occur, Declarant through their duly designated representatives or through the Committee appointed by Declarant, shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including, but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

b. After one hundred percent (100%) of the Homestead(s) are sold by Declarant to persons or legal entities not affiliated with or controlled by Declarant, or after 2012 (or an earlier date designated by Declarant), whichever is first to occur, the Owner(s) of any Homestead may (but only after the then Owner(s) of other Homestead(s) have by two-thirds (2/3) vote approved such action) bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such violation. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of the meeting, including the name of the alleged violator and detailed description of alleged violation. Any legal or other expenses incurred incident to such legal action shall be born by the Owner(s) bringing such action and shall in no event be owed by any of the Owner(s) not involved in bringing such action.

Section 5.5. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, invalid or unenforceable for any reason or shall be held by any court or competent jurisdiction to be illegal, null or void, such provision shall be fully severable and remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Furthermore, in lieu of each illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Declaration, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 5.6. Notice. Whenever written notice to the Owner(s) is permitted or required hereunder, such notice shall be given by the Board, the Committee or by any appropriate sub-committee formed pursuant hereto by the mailing of such notice to the address of such Owner(s) appearing on the records of the Committee (and as furnished to the Committee by such Owner(s)). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, properly addressed, postage prepaid, which is received by addressee or not.

Section 5.7. Headings. The title, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 5.8. Effective Violation of Covenants on Filing Lien. Violation of or failure to comply with any of these restrictions, covenants and conditions shall in no way effect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

SIGNED this 18th Day of December, 2001

WILLIAM J. NERWICH

William J. Nerwich

III, INC.

WILLIAM J. NERWICH VP

THE STATE OF TEXAS
COUNTY OF COLLIER

I, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William J. Nerwich, Vice President for III, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of Dec., 2001

Paula R. Jackson

Notary Public in and for the State of Texas

Paula R. Jackson

(Typed or printed name of Notary)

My commission expires 9-05

Address of Notary:
III, INC.
P.O. BOX 137
Farmersville, TX 75442



UNOFFICIAL

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, LEASE, OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND
UNLAWFULLY AND VOID.
(THE STATE OF TEXAS) COUNTY OF COLLIN
I hereby certify that the instrument was filed in the Public Records on the date
and the same is duly recorded, in the Public Records of said County, Texas.

FEB 06 2002

Helen Starnes



Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Feb 06 2002
At 3:23pm

Doc/Num : 2002- 0019369

Recording/Type: RS 23.00
Receipt #: 4002

VI. Reading of Ordinances