



**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION AGENDA
SPECIAL CALLED MEETING
November 5, 2018, 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance

II. PUBLIC HEARING

- A. Consider, discuss and act upon the replat for Farmersville Market Center II, which property is generally located south of U.S. Highway 380 and east 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.

B. Consider, discuss and act upon 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 east 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.

III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider, discuss and act upon minutes from October 15, 2018.

B. Consider, discuss and act upon minutes from October 22, 2018.

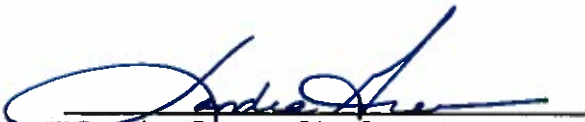
IV. ADJOURNMENT

The Planning and Zoning Commission reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney).

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted on November 2, 2018, by 6:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Dated this the 2nd day of November, 2018.


Sandra Green, City Secretary



I. PRELIMINARY MATTERS

II. PUBLIC HEARING

- A. Consider, discuss and act upon the replat for Farmersville Market Center II, which property is generally located south of U.S. Highway 380 and east of County Road 607 subject to the consideration, discussion and action upon the following required waivers requested by Palladium Farmersville, Ltd.



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	ssteenson46@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

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

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 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
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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.

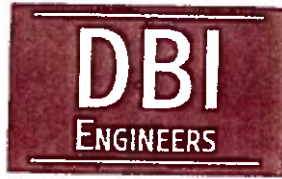
Section 65-44 (c)(17) – States that all subdivision shall have at least two (2) points of access from improved public roads. Palladium has secured an easement with Brookshire's which will provide our second point of access to an improved public road. We request a waiver for this clarification.

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.



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.

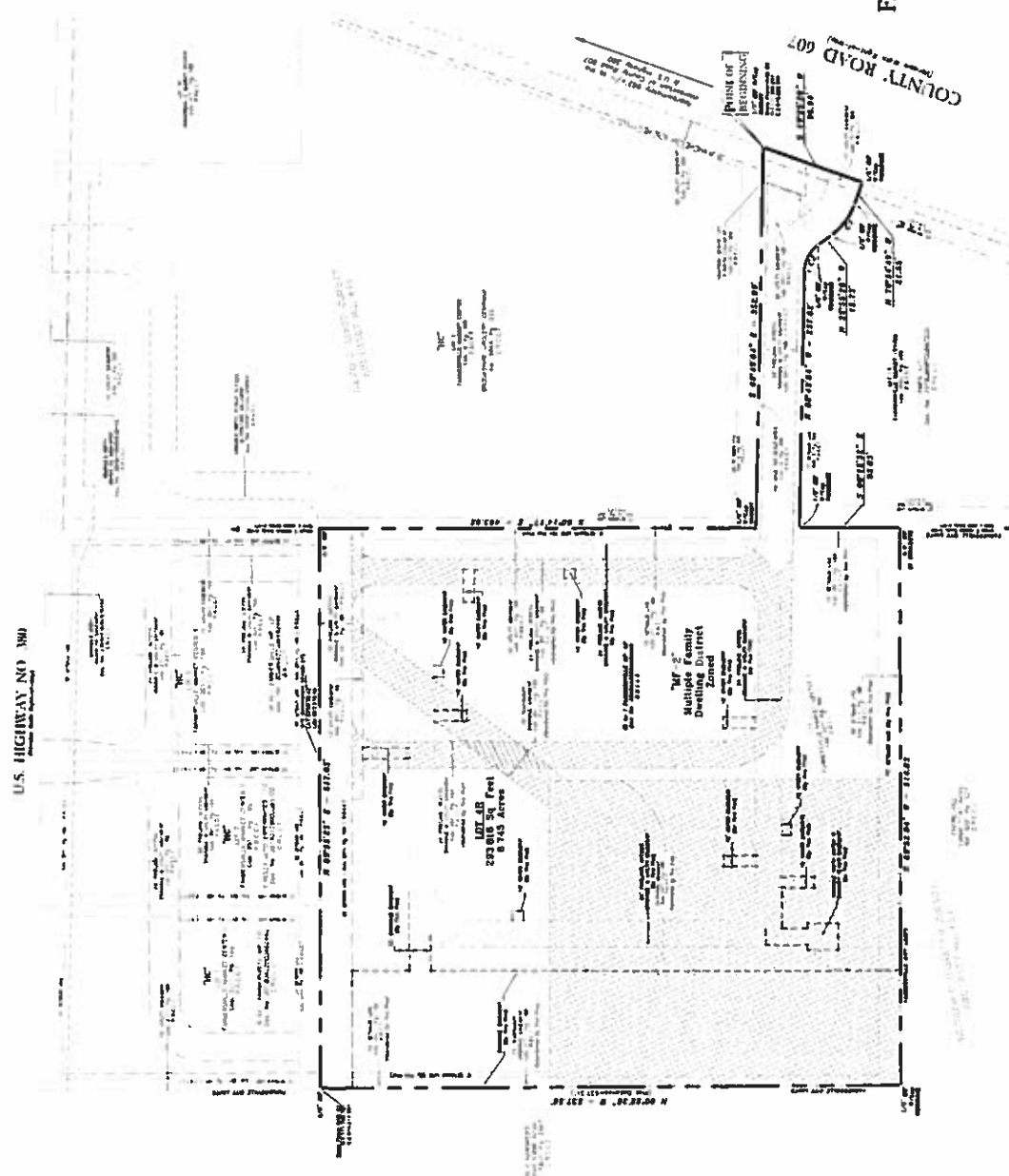
Sincerely,

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

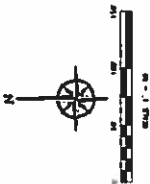
James M. Shankles, Jr. P.E.
DBI Engineers, Inc.



31 Oct 2018



U.S. HIGHWAY NO. 380



AREA NOTE

The area (shaded) shown on this map is based on the survey of the subject property and is not to be construed as a warranty of accuracy or a representation of the actual condition of the property at the time of the survey.

REFERENCE MAPS

The survey shown on this map is based on the survey of the subject property and is not to be construed as a warranty of accuracy or a representation of the actual condition of the property at the time of the survey.

DISCLAIMER

1. The Surveyor has examined the title records and the survey of the subject property and has found that the same are correct and that the same are in accordance with the title records and the survey of the subject property.

CONCLUSION

Based on the above, the Surveyor concludes that the survey of the subject property is correct and that the same are in accordance with the title records and the survey of the subject property.

COPIES

City of Farmersville shall provide three copies of this map to the City of Farmersville. One copy shall be retained by the City of Farmersville and the other two copies shall be distributed to the City of Farmersville.

ACKNOWLEDGMENT

The undersigned does hereby certify and agree that the survey of the subject property is correct and that the same are in accordance with the title records and the survey of the subject property.

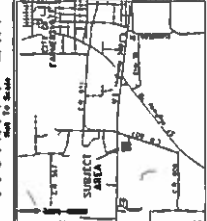
SITE DESCRIPTION

The subject property is located in the City of Farmersville, Texas, and is bounded by the following property lines:

SITE ZONING

The subject property is zoned as follows: Multiple Family Dwelling District. The zoning is shown on the map and is in accordance with the zoning ordinance of the City of Farmersville.

VICINITY MAP



LEGEND

- Shaded Area - Subject Property
- Multiple Family Dwelling District - Zoning
- City of Farmersville - Boundary
- U.S. Highway No. 380 - Road

EASEMENTS TO BE DEDICATED

BOUNDARY CURVE TABLE

Station	Angle	Distance	Bearing
1	90° 00' 00"	100.00	N 00° 00' 00" E
2	90° 00' 00"	100.00	E 00° 00' 00" S
3	90° 00' 00"	100.00	S 00° 00' 00" W
4	90° 00' 00"	100.00	W 00° 00' 00" N
5	90° 00' 00"	100.00	N 00° 00' 00" E

EASEMENT CURVE TABLE

Station	Angle	Distance	Bearing
1	90° 00' 00"	100.00	N 00° 00' 00" E
2	90° 00' 00"	100.00	E 00° 00' 00" S
3	90° 00' 00"	100.00	S 00° 00' 00" W
4	90° 00' 00"	100.00	W 00° 00' 00" N
5	90° 00' 00"	100.00	N 00° 00' 00" E

EASEMENT LINE TABLE

Station	Angle	Distance	Bearing
1	90° 00' 00"	100.00	N 00° 00' 00" E
2	90° 00' 00"	100.00	E 00° 00' 00" S
3	90° 00' 00"	100.00	S 00° 00' 00" W
4	90° 00' 00"	100.00	W 00° 00' 00" N
5	90° 00' 00"	100.00	N 00° 00' 00" E

REPLAT

FARMERSVILLE MARKET CENTER II LOT 4R

6.745 Acre Tract

Being a replat of Lot 4, Farmersville Market Center II,

recorded in Cab. 2011, Pg. 189

Plat Records, Collin County, Texas,

and situated in

Morgan C. Hamilton Survey, Abstract No. 422

David J. Jones Survey, Abstract No. 471

City of Farmersville, Collin County, Texas

Preparation Date: 09/12/15

SURVEYOR	
NAME	RENEE A. HARRIS, INC.
ADDRESS	1000 N. DALLAS STREET, SUITE 100, FARMERSVILLE, TEXAS 75442
PHONE	(940) 355-1234
FAX	(940) 355-1234
EMAIL	rene@reneharris.com

OWNER	
NAME	RENEE A. HARRIS, INC.
ADDRESS	1000 N. DALLAS STREET, SUITE 100, FARMERSVILLE, TEXAS 75442
PHONE	(940) 355-1234
FAX	(940) 355-1234
EMAIL	rene@reneharris.com

[illegible]

Military Pub. No. 10200

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

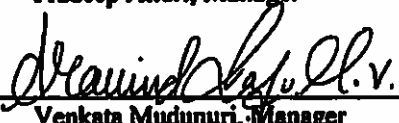
By:  _____
Darrell W. Cain, Manager

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

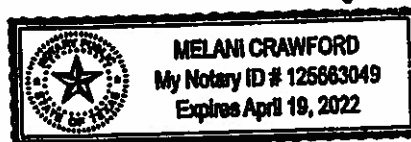
By: 
Srinivas Bogudameedi, Manager

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

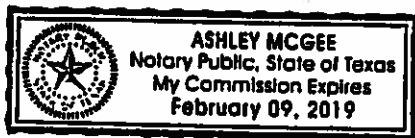
STATE OF TEXAS §
 §
COUNTY OF SMITH §

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 Collin §

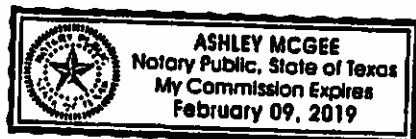
This instrument was acknowledged before me on the 24 day of October, 2018, by Scott R. Steenson, the Manager of III:I Property Management, L.L.C., a Texas limited liability company, the Manager of III to I Property Management-Farmersville MP, LLC, a Texas limited liability company, the General Partner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

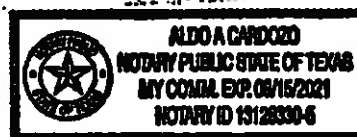
STATE OF TEXAS

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



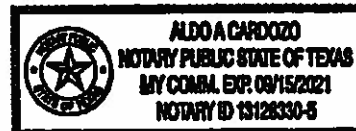
STATE OF TEXAS

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



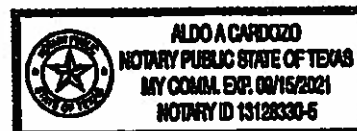
STATE OF TEXAS

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

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§
§

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

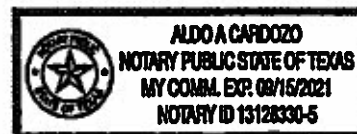
COUNTY OF Dallas

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§

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)

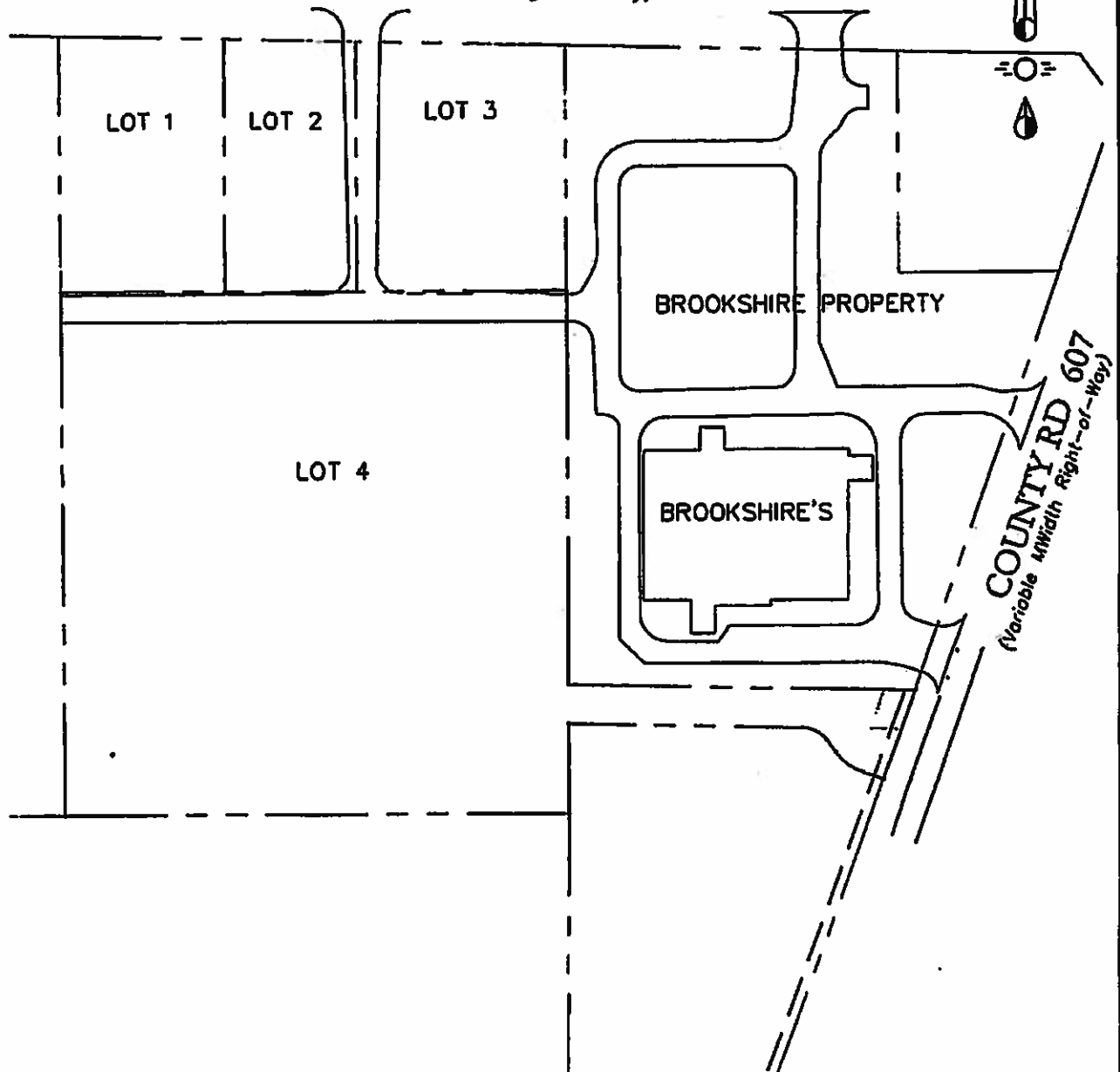


EXHIBIT "A-1"
PALLADIUM FARMERSVILLE APARTMENTS
#17162, October 22, 2018

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 Garlis Dale McIssack 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 607 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 8.425 acres (279,882 sq. ft.) of land.

EXHIBIT B

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

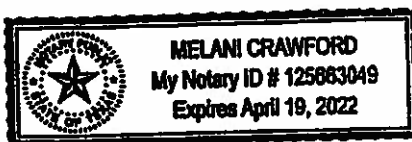
STATE OF TEXAS

§
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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.

Melani Crawford
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

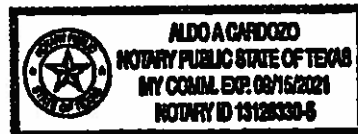
COUNTY OF Dallas

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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

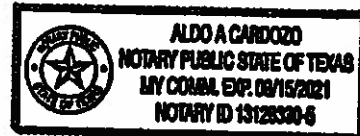
COUNTY OF Dallas

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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

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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 §

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




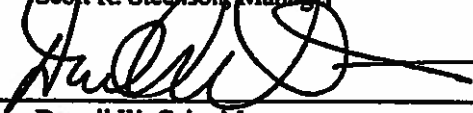
DEVELOPER:

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

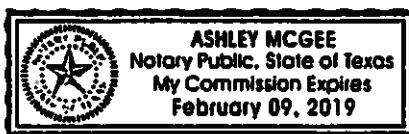
By: **III:I Property Management, L.L.C.,**
a Texas limited liability company,
its Manager

By: 
Scott R. Steenson, Manager

By: 
Darrell W. Cain, Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

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.



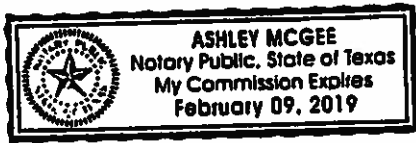

Notary Public, State of Texas

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 Garis Dale McKissick 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 607 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. 39 min. 18 sec. West - 5.46 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.

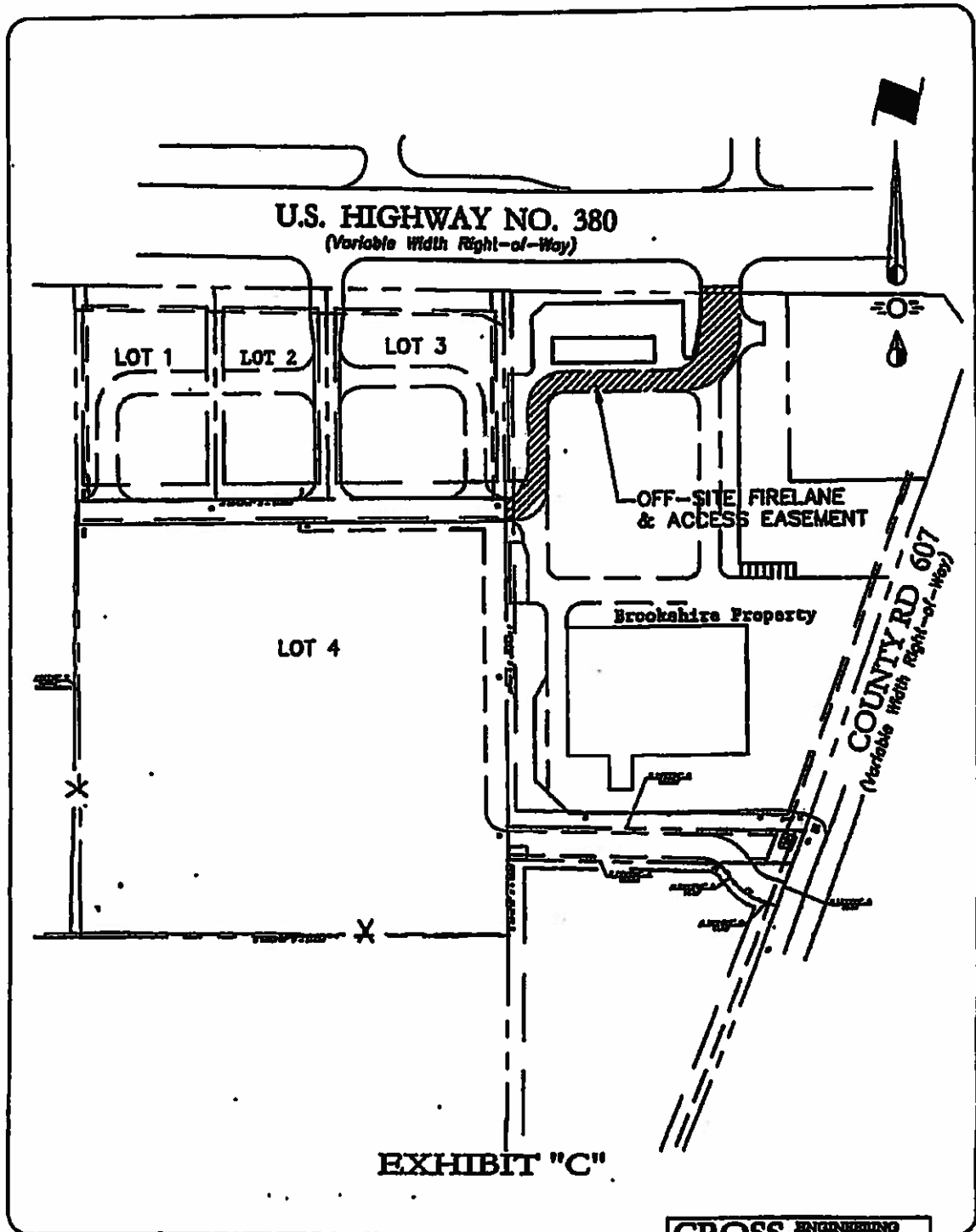


EXHIBIT D

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;

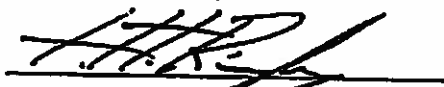
THENCE: North 00 deg. 12 min. 27 sec. West, a distance of 55.38 feet to the POINT OF BEGINNING and containing 13,637 square feet or 0.313 acres of land.

Note:

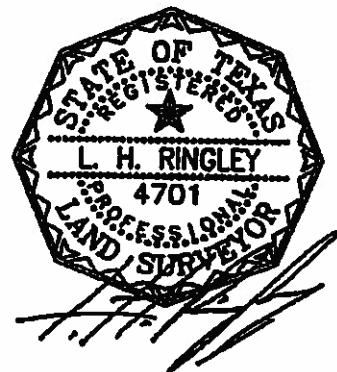
The Reference Bearing for the above prepared metes & bounds description is referenced to N 00°14' 17" W along the east line of Lot 4 of Farmersville Market Center II, according to the plat recorded in Cabinet 2011, Page 189, Plat Records, Collin County, Texas.

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



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

- B. Consider, discuss and act upon 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 east of County Road 607, subject to the consideration, discussion and action upon the following required waivers requested by Palladium Farmersville, Ltd.**



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 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.

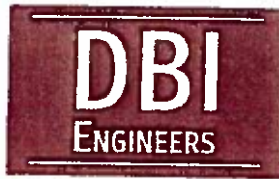
Section 77.8 (b)(2) of the Zoning Ordinance requires that the main buildings of a development to face a public street. Our development being an in-fill MF development, will be a better design if the 3 residential buildings are orientated to create a courtyard effect, thus enhancing a private neighborhood 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." followed by a stylized "P.E.".

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



31 OCT 2018

CROSS ENGINEERING CONSULTANTS

BENCHMARK:

Case	Year	Block	Revised	Block
1	1990	10, 11, 12	1	
2	1991	1, 2, 20, 10	2	
3			3	
4			4	
5			5	

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF AVOIDING
REVENUE LOSS UNDER THE
AUTHORITY OF
JOHNATHAN D. WALKER, P.E.
HQ 94738 DM
10/17/16 IF IT IS NOT TO
BE USED FOR
CONSTRUCTION
PROJECTS

SITE PLAN

SITE PLAN
PALLADIUM APARTMENTS
PALLADIUM USA International, Inc.
CITY OF FARMERSVILLE, TEXAS

NOTE: THIS IS NOT A TRANSMISSION DOCUMENT
THIS DOCUMENT IS FOR OFFICIAL PURPOSES ONLY

OWNER
 1010 E. Commercial St. #10
 \$900 Acute Dental Partners, #415
 1010 E. Commercial St. #10
 Phone (817) 352-1514
 Fax (817) 352-1514
 Contact Scott R. Wommersley/Daniel M. Callahan

DEVELOPER
 Precision USA International, Inc.
 13105 Westpark Drive, Suite 100
 Dallas, Texas 75243
 Phone (972) 774-6459
 Contact: Scott E. Johnson

ENGINEER:
 David Engineering Consultants, Inc.
 131 S. Lombardy St.
 Midcreek, Texas 75238
 Phone (714) 933-4259
 Fax (714) 933-4411
 Contact: Jonathan D. Hays, P.E.

ARCHITECT:
 Creative Architects, P.C.
 1010 E. Commercial St. #10
 Dallas, Texas 75201
 Phone (817) 352-1514
 Contact: Scott R. Wommersley

GENU

Parting Required Total	(17) Parting Spaces
Parting Provided Total	(17) Parting Spaces

Lot Coverage:
Front Area Ratio:
Revised Base:

Budong Area.

Address _____
City _____
State _____

STUDENTS

VICINITY MAP





III. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

A. Consider, discuss and act upon minutes from October 15, 2018.



**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:

APPROVE:

Sandra Green, City Secretary

Paul Kelly, Chairman

B. Consider, discuss and act upon minutes from October 22, 2018.



**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:

APPROVE:

Sandra Green, City Secretary

Paul Kelly, Chairman

IV. ADJOURN