



## AGENDA

**City of Lucas  
City Council Meeting  
September 16, 2021  
6:00 PM – Training  
7:00 PM – Regular Meeting  
City Hall, Council Chambers  
and Video Conference  
665 Country Club Road – Lucas, Texas**

*Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, September 16, 2021 at 6:00 pm to have training with the City Attorney and the regular meeting will begin at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 and by video conference, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.*

Effective September 1, 2021, residents are allowed to use the Zoom link below to participate in a City Council meeting; however, audio-only is no longer allowed, and full-video will be required when speaking to the City Council. To join the meeting, please click this URL:

<https://us06web.zoom.us/j/95534828374?pwd=ZkJ5cTZkVWNELE3o0WFNCQXBjQ0RvZz09>

and enter your name and email address.

Join by phone: 1-346-248-7799

Webinar ID: 955 3482 8374

Passcode: 712285

If you would like to watch the meeting live, and not participate via Zoom, you may go to the City's live streaming link at <https://www.lucastexas.us/live-streaming-videos/>.

### **How to Provide Input at a Meeting:**

**Speak In Person:** Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

**Speak Remotely Via Zoom:** If you would like to attend a meeting remotely and speak via Zoom, email the City Secretary at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) by 4:00 pm noting the item you wish to speak on and noting your attendance will be remote. Please note, any requests received after 4:00 pm will not be included at the meeting.

**Submit Written Comments:** If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email the City Secretary at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) by no later than 4:00 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 4:00 pm will not be included at the meeting.

## **Ethics Training Session conducted by the City Attorney – 6:00 pm**

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The Lucas City Council will take no formal action during the training session.

### **Call to Order**

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- Roll Call
- Determination of Quorum
- Reminder to turn off or silence cell phones
- Pledge of Allegiance

### **Executive Agenda**

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1. Executive Session.

Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into Executive Session to deliberate the purchase, exchange, lease, or value of real property located within the City of Lucas.

2. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

### **Citizen Input**

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3. Citizen Input

### **Community Interest**

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*Pursuant to Section 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.*

4. Items of Community Interest

### **Consent Agenda**

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*All items listed under the consent agenda are considered routine and are recommended to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.*

5. Consent Agenda:
  - A. Approval of the minutes of the September 2, 2021, City Council meeting. (City Secretary Stacy Henderson)

### **Regular Agenda**

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6. Consider adopting Ordinance 2021-09-00938 approving the zoning change of a vacant parcel of land from Agricultural (AO) to Residential 2-acres (R2), being 22.661 acres, situated in the James Lovelady Survey, Abstract No. 538, in the City of Lucas, Collin County, Texas located adjacent to 505 West Lucas Road. (Development Services Director Joe Hilbourn)

7. Consider an application by Ron Lacock on behalf of Dwarf Willow, LLC for a Development Agreement for Lucas Country Corner located at 215 Southview Drive, being 10.262 acres in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8, to give cross access to a self-service gas station and convenience store located at 175 Southview Drive and for the consideration of rezoning as depicted in Exhibit C. **(Development Services Director Joe Hilbourn)**
8. Adjournment.

## **Certification**

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*I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on September 10, 2021.*

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*Stacy Henderson, City Secretary*

*In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to City Secretary Stacy Henderson at 972.912.1211 or by email at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas City Council Agenda Request September 16, 2021

Requestor: Mayor Jim Olk

## **Agenda Item Request**

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### **Executive Session.**

Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into Executive Session to deliberate the purchase, exchange, lease, or value of real property located within the City of Lucas.

## **Background Information**

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NA

## **Attachments/Supporting Documentation**

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NA

## **Budget/Financial Impact**

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NA

## **Recommendation**

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NA

## **Motion**

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NA



# City of Lucas

## City Council Agenda Request

### September 16, 2021

Item No. 02

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

#### **Background Information**

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NA

#### **Attachments/Supporting Documentation**

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NA

#### **Budget/Financial Impact**

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas

## City Council Agenda Request

### September 16, 2021

Item No. 03

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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Citizen Input

#### **Background Information**

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NA

#### **Attachments/Supporting Documentation**

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NA

#### **Budget/Financial Impact**

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas

## City Council Agenda Request

### September 16, 2021

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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Items of Community Interest

#### **Background Information**

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NA

#### **Attachments/Supporting Documentation**

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NA

#### **Budget/Financial Impact**

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas Council Agenda Request September 16, 2021

Requester: City Secretary Stacy Henderson

## **Agenda Item Request**

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5. Consent Agenda:

A. Approval of the minutes of the September 2, 2021, City Council meeting.

## **Background Information**

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NA

## **Attachments/Supporting Documentation**

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1. Minutes of the September 2, 2021, City Council meeting.

## **Budget/Financial Impact**

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NA

## **Recommendation**

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City Staff recommends approval of the Consent Agenda.

## **Motion**

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I make a motion to approve the Consent Agenda as presented.





**City of Lucas**  
**City Council Meeting**  
**September 2, 2021**  
**7:00 P.M.**

City Hall Council Chambers and Video Conference  
665 Country Club Road, Lucas, Texas

**MINUTES**

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Tim Johnson  
Councilmember Tim Baney  
Councilmember David Keer  
Councilmember Phil Lawrence (*attending remotely*)  
Councilmember Debbie Fisher

**City Staff Present:**

City Manager Joni Clarke  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Finance Director Liz Exum  
Fire Chief Ted Stephens  
Assistant to the City Manager Kent Souriyasak

Mayor Olk called the meeting to order at 7:03 pm.

**Citizen Input**

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**1. Citizen Input**

The following individuals spoke regarding their appreciation of City Manager Joni Clarke, her support of the Lucas community, and responsive nature:

- Chad Stock, 1615 Lynn Lane
- Tim Grisak, 1190 Ramsay Drive
- Susan and Mike Oliver, Claremont Springs (email read into the record)

**Community Interest**

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**2. Community Interest.**

Mayor Olk discussed community interest items related to upcoming farmers markets, Public Lands Trail Cleanup event, Halloween Movie in the Park, delay in recycling services due to the holiday, full-video requirements for remote participation, and Collin County Youth Leadership application due dates.

## Consent Agenda

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### 3. Consent Agenda:

- A. Approval of the minutes of the August 19, 2021, City Council meeting.
- B. Approval of Resolution R-2021-09-00516 approving the City of Lucas Public Funds Investment Policy.
- C. Approval of the TML Health Benefits Pool Official Ballot for the vote submission of City Manager Joni Clarke to serve on the Board of Trustees for TML Region 13 for a term of October 1, 2021 to September 30, 2024.
- D. Authorize the City Manager to enter into a COBRA Continuation of Coverage Administrative Agreement between TML Health Benefits Pool and the City of Lucas effective October 1, 2021.
- E. Authorize the Mayor to enter into an Interlocal Agreement between Collin County and the City of Lucas for law enforcement services effective October 1, 2021 renewing for one-year periods until terminated.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson to approve the Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.

## Public Hearing Agenda

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### 4. Public hearing to consider a request made by Dynamic Engineering Consultants, PC on behalf of property owner James Irwin to rezone a vacant parcel of land from Agricultural (AO) to Residential 2-acres (R2), being 22.661 acres, situated in the James Lovelady Survey, Abstract No. 538, in the City of Lucas, Collin County, Texas located adjacent to 505 West Lucas Road.

Development Services Director Joe Hilbourn gave a presentation regarding the proposed rezoning requesting noting that the proposed zoning complies with the Comprehensive Plan. He also discussed work that had been completed on the property prior to permits being obtained relating to tree removal and grading on site. The City Council discussed how to address compliance issues moving forward with the site relating to drainage and conducting a tree survey.

The public hearing was opened at 7:27 pm.

Sean Watts, 1115 Snider Lane, noted that should complaints be received in the future regarding Lucas Christian Academy, the school was in place before development occurred on this site.

The City Council discussed with Dynamic Engineering representative Josh Edge, changes that were made to the site prior to approvals being obtained. Mr. Edge assured the Council discussions had taken place with the property owner, and a drainage analysis of the property would occur that may require additional improvements from the property owner.

The public hearing was closed at 7:31 pm.

The City Council directed staff to bring an ordinance forward to the September 16, 2021 City Council for consideration.

**5. Public hearing to consider the budget for Fiscal Year 2021-2022.**

The public hearing was opened at 7:33 pm, there being no one wishing to speak, the public hearing was closed.

There was no formal action taken on this item, it was for discussion purposes only.

**Regular Agenda**

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**6. Introduce Public Works Director Scott Holden, PE.**

City Manager Joni Clarke introduced the City’s new Public Works Director Scott Holden to the Council. Mr. Holden discussed his background with the Council.

There was no formal action on this item, it was for discussion purposes only.

**7. Consider approving Resolution R 2021-09-00517 authorizing application to the Texas Parks and Wildlife Local Park Grant Program and provide direction to staff regarding park improvement projects at Forest Creek Park.**

Assistant to the City Manager Kent Souriyasak discussed items to be incorporated with the grant application that included play systems for younger and older children, swing sets, sunshades, and walking paths. Estimates for the proposed improvements were \$200,000 - \$300,000 with a 50% match up to \$150,000. The resolution was to file the application only at this time.

The City Council asked staff to gain feedback from the neighborhood regarding the number of residents that used the park, and if park improvements were something the residents in the area were in favor of.

**MOTION:** A motion was made by Councilmember Lawrence, seconded by Councilmember Baney to approve Resolution R 2021-09-00517 authorizing application to the Texas Parks and Wildlife Local Park Grant Program. The motion passed by a 6 to 1 vote with Councilmember Keer voting in opposition.

**8. Consider adopting Ordinance 2021-09-00936 approving the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022.**

The City Council discussed market adjustments and merit funds for the Fire-Rescue department bringing them up to current market rates.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Baney to adopt Ordinance 2021-09-00936 approving the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022. The following record vote was taken:

Mayor Olk	Yes
Mayor Pro Tem Peele	Yes
Councilmember Johnson	Yes

Councilmember Baney	Yes
Councilmember Keer	Yes
Councilmember Lawrence	Yes
Councilmember Fisher	Yes

**MOTION:** A motion was made by Councilmember Johnson, seconded by Councilmember Fisher to ratify the property tax revenue increase reflected in the Fiscal Year 2021-2022 adopted budget. The following record vote was taken:

Mayor Olk	Yes
Mayor Pro Tem Peele	Yes
Councilmember Johnson	Yes
Councilmember Baney	Yes
Councilmember Keer	Yes
Councilmember Lawrence	Yes
Councilmember Fisher	Yes

- 9. Consider adopting Ordinance 2021-09-00937 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2021 (Fiscal Year 2021-2022) at a rate of \$0.288397 per one hundred (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2021.**

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson to adopt Ordinance 2021-09-00937 levying Ad Valorem Taxes for Tax Year 2021 (Fiscal Year 2021-2022) at a rate of \$0.288397 per one hundred (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2021. The following record vote was taken:

Mayor Olk	Yes
Mayor Pro Tem Peele	Yes
Councilmember Johnson	Yes
Councilmember Baney	Yes
Councilmember Keer	Yes
Councilmember Lawrence	Yes
Councilmember Fisher	Yes

- 10. Consider paying off the funding agreement between the City of Lucas and the Friends of Lucas Fire-Rescue, Inc., for the purpose of providing funds to assist in the restoration of Streaker, the City's first fire engine, in the amount of \$30,800 from account 11-6999-323 Streaker Restoration.**

Councilmember Johnson recused himself from this item as he serves on the Board of the Friends of Lucas Fire-Rescue and would be a conflict of interest.

Wayne Millsap, 318 McMillan in Lucas, spoke in favor of paying off the funding agreement for the restoration of the City's first fire engine.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Keer to approve paying off the funding agreement between the City of Lucas and the Friends of Lucas Fire-Rescue, Inc., for the purpose of providing funds to assist in the restoration of Streaker, the City's first fire engine, in the amount of \$30,800 from account 11-6999-323 Streaker Restoration. The motion passed unanimously by a 7 to 0 vote.

## **Executive Session**

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**11. Executive Session: Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Manager.**

Mayor Olk explained that the City Manager had requested her evaluation be conducted in open regular session.

The following individuals spoke regarding their appreciation and support of City Manager Joni Clarke:

Wayne Millsap, 318 McMillan

Sean Watts, 1115 Snider

Bill Esposito, 13 North Star

Pam Poteete, 31 Pecan Grove

Laura Howard, 262 Estelle

Paul Rathgeb, 10 Rollingwood Drive (email received, read into the record)

George Brody, 910 Clove Glen Court (email received, read into the record)

Councilmember Fisher discussed her concerns associated with the City Manager's communication related to notifying the Council when situations arise, agenda management, resource management, and various items related to development services and engineering.

Mayor Olk and Councilmember Fisher discussed items related to an early concrete pour, start of a construction project without a permit or platting in place, property near Hart Elementary, and staff response related to permitting and drainage items.

There was no formal action on this item.

**12. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.**

An Executive Session was not held at this meeting. The item on Executive Session was discussed in open regular session.

**13. Adjournment.**

**MOTION:** A motion was made by Councilmember Johnson seconded by Councilmember Lawrence to adjourn the meeting at 9:21 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

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Mayor Jim Olk

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City Secretary Stacy Henderson



# City of Lucas

## City Council Agenda Request

### September 16, 2021

Item No. 06

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item Request**

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Consider adopting Ordinance 2021-09-00938 approving the zoning change of a vacant parcel of land from Agricultural (AO) to Residential 2-acres (R2), being 22.661 acres, situated in the James Lovelady Survey, Abstract No. 538, in the City of Lucas, Collin County, Texas located adjacent to 505 West Lucas Road.

#### **Background Information**

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At the September 2, 2021 City Council meeting, the Council discussed this zoning change request and directed staff to bring back an ordinance for consideration.

This lot is currently zoned Agricultural (AO), and the applicant is requesting a zoning change to Residential 2-acres (R2). The request complies with the City's Comprehensive Plan.

#### **Attachments/Supporting Documentation**

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1. Ordinance 2021-09-00938

#### **Budget/Financial Impact**

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NA

#### **Recommendation**

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The Planning and Zoning Commission approved this request unanimously and City staff recommends approval of the zoning request as presented.

#### **Motion**

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I make a motion to approve/deny the adoption of Ordinance 2021-09-00938 approving the zoning change of a vacant parcel of land from Agricultural (AO) to Residential 2-acres (R2), being 22.661 acres, situated in the James Lovelady Survey, Abstract No. 538, in the City of Lucas, Collin County, Texas located adjacent to 505 West Lucas Road.



**ORDINANCE 2021-09-00938**  
[CHANGE IN ZONING – James Irwin Tract 22.661 Acres]

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING CLASSIFICATION FROM AGRICULTURAL (AO) TO RESIDENTIAL 2-ACRES (R2), ON A PARCEL OF LAND CONSISTING OF ±22.661 ACRES SITUATED IN THE JAMES LOVELADY SURVEY, ABSTRACT NO. 538, LOCATED ADJACENT TO 505 WEST LUCAS ROAD, LUCAS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED ON EXHIBIT “A” AND EXHIBIT “B” ATTACHED HERETO; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Lucas, Texas and the City Council of the City of Lucas, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Lucas, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS:**

**Section 1.** The Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, are hereby amended to grant a change in zoning from Agricultural (AO) to Residential 2-Acres (R2), on a parcel of land consisting of ±22.661 acres situated in the James Lovelady Survey, Abstract No. 538, located adjacent to 505 West Lucas Road, Lucas, Collin County, Texas, and being more particularly described and depicted on Exhibit “A” and Exhibit “B”, attached hereto and made part hereof for all purposes.

**Section 2.** To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

**Section 3.** That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.



**Section 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**Section 5.** An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

**Section 6.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 7.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 16th DAY OF SEPTEMBER, 2021.**

APPROVED:

\_\_\_\_\_  
Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr.  
(09-08-2021:TM 124624)

\_\_\_\_\_  
Stacy Henderson, City Secretary

**EXHIBIT "A"**  
**Legal Description**  
**(James Irwin Tract – ±22.661 Acres)**

Being a tract of land, situated in the James Lovelady Survey, Abstract No. 538, in the City of Lucas, Collin County, Texas, and being all of that called 22.661 acre tract of land, described by deed to Gus Gibson, Jr. and Walter G. Bedell, as recorded in Volume 1889, Page 283, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found for the northwesterly corner of said 22.661 acre tract, same being the northeasterly corner of a tract of land, described by deed to Chris Koerner and Jessica Koerner, as recorded under Document No. 20160725000950450, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), same being in the southerly monumented line of W. Lucas Road (F.M. 1378);

THENCE South 89°43'16" East, along said southerly monumented line of W. Lucas Road, a distance of 739.61' to a 5/8" iron rod found for the northeasterly corner of said 22.661 acre tract, same being the northwesterly corner of a right-of-way dedication, dedicated by plat recorded in Vol. 2009, Pg. 224, O.P.R.C.C.T. (LUCAS CHURCH ADDITION);

THENCE South 00°19'15" East, along the common line between said 22.661 acre tract and said LUCAS CHURCH ADDITION, passing a 1/2" iron rod found for the northwesterly corner of Lot 1, Block A, of said LUCAS CHURCH ADDITION, at a distance of 15.00', and continuing in all, a total distance of 1283.67' to a point for corner, being the southeasterly corner of said 22.661 acre tract, same being in the northerly line of Lot 3, of HI FLYIN' ACRES, an addition to the City of Parker, as recorded in Volume J, Page 929, of the Map Records, Collin County, Texas (M.R.C.C.T.), from which a 5/8" iron rod found bears, South 00°34'004" East, a distance of 3.60';

THENCE North 89°38'41" West, along the southerly line of said 22.661 acre tract, same being along the northerly line of said Lot 3, passing a 1/2" iron rod found, at a distance of 212.71', for the northwesterly corner of said Lot 3, same being the northeasterly corner of Lot 2, of said HI FLYIN' ACRES, and continuing along the northerly line of said Lot 2, a total distance of 516.44' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set for the northwesterly corner of said Lot 2;

THENCE North 89°49'30" West, along the southerly line of said 22.661 acre tract, a distance of 283.67' to a 1" iron rod found for the southwest corner of said 22.661 acre tract, same being on the southerly side of Stinson Road, said corner also being the southeasterly corner of a tract of land, described by deed to Adagio Investments, Inc., as recorded under Document No. 20180111000049020, O.P.R.C.C.T.;

THENCE North 02°22'44" East, along the westerly line of said 22.661 acre, same being the easterly line of said Adagio Investments, LLC tract, passing a 1/2" iron rod found, at a distance of 44.70' and continuing a distance of 390.43' (total easterly line of said Adagio tract: 435.13') a 1/2" iron rod found for the northeasterly corner of said Adagio Investments, LLC tract, same being the southeasterly corner of the aforementioned Koerner tract, and continuing, in all, a total distance of 1284.29' to the POINT OF BEGINNING and containing 987,894 square feet or 22.679 acres of land, more or less.

# EXHIBIT "B" – DEPICTION (James Irwin Tract – ±22.661 Acres)

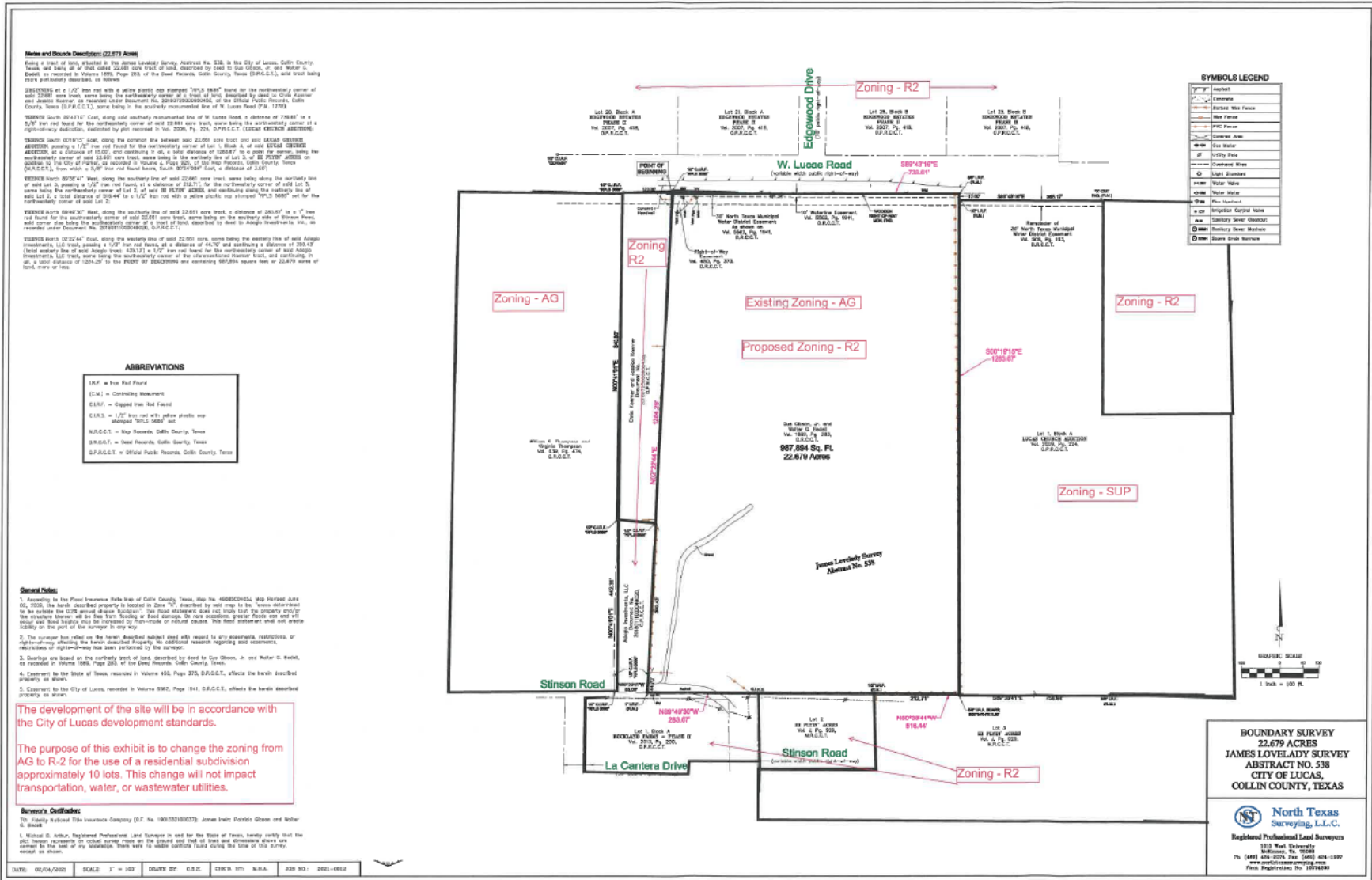


Exhibit "B"  
City of Lucas  
Ordinance 2021-09-00938 (CHANGE IN ZONING – James Irwin Tract 22.661 Acres)  
Approved: September 16, 2021



# City of Lucas

## City Council Agenda Request

### September 16, 2021

Item No. 07

Requester: Development Services Director Joe Hilbourn

### Agenda Item Request

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Consider an application by Ron Lacock on behalf of Dwarf Willow, LLC for a Development Agreement for Lucas Country Corner located at 215 Southview Drive, being 10.262 acres in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8, to give cross access to a self-service gas station and convenience store located at 175 Southview Drive and for the consideration of rezoning as depicted in Exhibit C.

### Background Information

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This project is located at 215 Southview Drive within the City of Lucas and is currently zoned Residential 2-Acres (R-2). The Development Agreement would grant cross access to a self-service gas station and convenience store located at 175 Southview Drive. For the proposed cross access, the City will consider zoning the property in accordance with the approved Comprehensive Plan and allow for a living screen in lieu of a masonry brick wall that is required between residential and commercial districts.

This project came before the Planning and Zoning Commission in June 2019 requesting commercial zoning and was denied. This project proposes two-story buildings on a lot adjacent to a residential district. As part of this project, a proposed Development Agreement was brought to the August 20, 2020, City Council meeting. The developer, City staff and Mayor also met with surrounding property owners to attempt to address and alleviate concerns. The developer, Dwarf Willow, LLC, limited the total square footage of the commercial building for the site and capped the square footage of individual buildings, as well as reduced the size of the proposed commercial district to keep a buffer between the residential and commercial districts. The pond and surrounding area and the lot adjacent to Carey Lane will remain zoned R-2 with the current proposal.

At the August 19, 2021, City Council meeting, the Council made recommendations to Dwarf Willow for their proposed project, the requested amendments are listed below.

- Adhere to the City's lighting ordinance and have no glare past the property line
- Designate on the site plan which buildings will be one story and two story
- Clarify building materials and consistent design, no EFIS within the development. Materials should be based on pattern book/material board and the same style should be reflected in elevations. Colors for development should be defined and consistent.
- Hours of operation no earlier than 6 am or later than 10 pm by specific use permit only
- Elevations to be consistent in design and architectural features
- Living screen wall between Carey Lane lot and commercial business lot
- Living screen wall will be perpetually maintained
- Impact fees to pay for access road
- Massage therapy to be licensed by the state and further defined



# City of Lucas

## City Council Agenda Request

### September 16, 2021

- Include drawing with agreement that identifies section of masonry wall and living screen walls
- Cement masonry wall should be included in agreement
- Identify time frame when the property will be developed, including when the City would build approach.
- Clarify the specs of access road and who would build it.

### **Attachments/Supporting Documentation**

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1. Proposed Development Agreement
2. Dwarf Willow Development Agreement Amendments

### **Budget/Financial Impact**

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Should the City Council approve the developers request for \$80,000 in funding for the cross-access driveway to a self-service gas station and convenience store located at 175 Southview Drive, the City Council may consider offering a credit reimbursement to the development at the time of permit collection of impact fees.

### **Recommendation**

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NA

### **Motion**

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I make a motion to approve/deny the development agreement for Dwarf Willow, LLC for Lucas Country Corner located at 215 Southview Drive, being 10.262 acres in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8, to give cross access to a self-service gas station and convenience store located at 175 Southview Drive and for the consideration of rezoning as depicted in Exhibit C.

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Lucas, Texas ("City"), whose place of business for purposes of this Agreement is 665 Country Club Road, Lucas, Texas 75002, and Dwarf Willow LLC, a Texas Limited Liability Company, whose place of business for purposes of this Agreement is 906 Santiago Trail, Wylie, Texas (the "Dwarf Willow" or "Owner"). City and Owner are sometimes referred to herein together as the "Parties" and individually as a "Party".

**RECITALS:**

**WHEREAS**, Dwarf Willow is the owner of the real property commonly known as Lucas Country Corner which is more particularly depicted and described in the attached Exhibit "A" (the "Property"); and

**WHEREAS**, the Texas Department of Transportation ("TxDOT") will reconstruct the intersection of Southview Drive and East Lucas Road, which will hinder left turn traffic into 175 Southview Drive; and

**WHEREAS**, the City Council finds that the fire lane/cross access roads shown on the attached Exhibit "B" (On-Site Improvements") will allow safe and effective access for the flow of traffic from Southview Drive and East Lucas Road to 175 Southview Drive; and

**WHEREAS**, Owner intends to develop the Property and the City agrees to participate in the costs off the On-Site Improvements; and

**WHEREAS**, Chapter 252 of the Texas Local Government Code provides for competitive bidding procedures and Section 252.022 therein provides general exemptions to such competitive bidding requirements for City purchases. Once such exemption provides that competitive bidding requirements do not apply to an expenditure for payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212 of the Local Government Code;

**WHEREAS**, Subchapter C, Chapter 212 of the Local Government Code provides that the City may make a contract with a developer of a land in the City to construct public improvements without complying with Chapter 252 competitive bidding procedures if the project cost limits participation by the City in an amount not to exceed thirty percent (30%) of the total contract price;

**WHEREAS**, the City Council has determined that it is in the best interest of the public to provide access to the abutting property;

**THEREFORE**, and in consideration of ten dollars (\$10.00), the mutual covenants and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## **Article I Term**

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and shall terminate on the date that is the earlier date of (1) the expiration of fifteen (15) years after City acceptance of the On-Site Improvements; or (2) the date the Owner has fully satisfied all of the terms and conditions herein; or (3) June 18, 2035 ("Expiration Date"); or (4) unless sooner terminated herein.

1.2 This Agreement is contingent upon the Property being zoned as Commercial Business District ("CB") by the City. In the event the Property is not approved for Commercial Business District, this Agreement shall be terminated with no further responsibilities of the Parties.

## **Article II Definitions**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

"Approved Construction Plans" means the plans and specifications for the On-Site Improvements approved by the City Manager, or designee. The Approved Plans shall be in reasonable conformance with the preliminary plans submitted by the Owner and attached as Exhibits "B" and "D", and the approval shall not be unreasonably withheld.

"City Manager" means the City Manager of the City of Lucas, or designee.

"Effective Date" shall mean the last date of execution of this Agreement.

"Event of Bankruptcy or Insolvency" shall mean insolvency, appointment of receiver for any part of Owner's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner and such proceeding is not dismissed within ninety (90) days after filing thereof.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of Owner, as applicable, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of Owner), fires, explosions or floods, strikes, slowdowns or work stoppages, shortage of materials and labor, or delays by the City.

"On-Site Improvements" shall mean construct the fire lanes as defined under the City of Lucas Fire Apparatus Access Roads Sections 503.1 to 503.6, from 175 Southview Drive to the

proposed northern entrance on East Lucas Road and the proposed western entrance on Southview Drive of the Lucas Country Corner as depicted in Exhibit "B".

### **Article III On-Site Improvements**

3.1 Access Agreement. Owner agrees to provide an Access Easement for 175 Southview Drive for cross access traffic from East Lucas Road and from Southview Drive Road until a final plat is filed and approved.

3.2 Construction and Cost Participation of On-Site Improvements. The City agrees to participate in the costs of the On-Site Improvements for the cross-access roads, including concrete and striping.

- (a) City's Cost. If Owner develops the Property before the City has completed installation of the On-Site Improvements, the City will reimburse the Owner for the actual cost of the construction of the Approach sections of the On-Site Improvements as depicted in Exhibit "B" (On site Improvements). The Owner agrees to competitively bid the installation of the On-Site Improvements to at least three (3) contractors.
- (b) Invoices. Owner shall submit invoices to the City in an amount not to exceed Eighty Thousand Dollars (\$80,000.00). The City shall reimburse Owner via waived Impact Fees. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.
- (c) Owner agrees to design and install the On-Site Improvements in accordance with the applicable standards, ordinances and regulations adopted by the City ("City Standards"). The roads labeled as Approach and Cross Access Easement in Exhibit "B" (On Site Improvements) will be built to Lucas Fire Lane specifications as per Section 503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).
- (d) Owner shall submit Approved Construction Plans for the design and construction of the On-Site Improvements to the City for review and approval by the City Administrator. The Approved Construction Plans shall include the estimated cost of design and installation of the On-Site Improvements. The On-Site Improvements shall be constructed in accordance with the Approved Construction Plans.
- (e) If Owner does not develop the Property any time prior to or after the completion of the TxDOT intersection, the City has the right, at its sole cost, to construct the On-Site Improvements in compliance with Exhibit "B" or the most current Construction Plans for Lucas Country Corner which have been approved by the City.



3.3 Masonry Walls. The City agrees to allow existing fences and living screens in lieu of masonry walls in the locations described below and depicted in Exhibit “D” (Masonry Wall). Owner commits that the living screens will be maintained.

Hamlin Tract – Lot 1, Block A, Cook County Country Place Edition, Vol. E Pg 27 MRCCT. Border adjoining Lucas Country Corner shall be 6’ Masonry wall per Lucas City Code Section 3.8.045.

Dwarf Willow Residential Tract – Southern Portion as of ABS A0017 James Anderson Survey, Sheet 1, Tract 8 as depicted on Exhibit “D”. Current fencing and living screen shall be utilized in lieu of fencing and screening requirements. Living screens to be added (except in ‘creek’) as depicted in Exhibit “D” (Masonry Wall).

Bierschwale Tract – Lot 2, Block A, Cook County Country Place Edition, Vol. E Pg 27 MRCCT. Current fencing and living screen shall be utilized in lieu of fencing and screening requirements.

Embry Tract – Called 2.985 Acres, John Joseph Lanzillo, Jr., Bessie J Lanzillo &, Regina Embry, Clerk’s File Number 20090327000355630, DRCCT. Current fencing and living screen shall be utilized in lieu of fencing and screening requirements.

3.4 Restricted Businesses. Owner agrees that no business that is restricted under Section 14.03.352 of the City of Lucas Ordinances shall be allowed including bars and night clubs, sexually oriented businesses, and vape shops, or any business listed in the attached Exhibit “E”. No sexually oriented adult massage parlors. Massage therapy allowed if licensed by the state.

3.5 Pond. The Owner agrees to keep and maintain a minimum of 24,000 square feet at pool level of the pond depicted in Exhibit “B”.

3.6 Lighting. Owner agrees to use directional LED lighting as required under the Commercial Business District’s requirements to mitigate neighborhood light. Lucas City Ordinance Chapter 14, Division 7 – Lighting.

3.7 Lucas Country Corner Design Standards and Materials List. Owner and City agree to the following design standards in an attempt to recreate period correct buildings for the property. Lucas Country Corner may contain two types of building designs, “Period Buildings” defined as those intended to represent period or historical buildings or use period or historical elements; and “Traditional Buildings” defined as traditional masonry commercial buildings. All buildings on site shall share similar design characteristics and should use complementary building materials and colors to adjacent buildings within the development. Lucas Country Corner Design Standards:

Exterior Finish Materials:

Period Buildings shall be allowed to be built with building materials that are representative of those buildings. These materials may be reclaimed or new and

may be brick, stone, plaster, concrete, stucco, wood, metal, modern materials that represent period finishes, or other materials intended to represent these period buildings.

Traditional Buildings shall be finished with at least 50% masonry. Acceptable masonry finishes are brick, natural stone, stucco, and limestone. The area of exterior finish shall be calculated exclusive of doors and windows. The balance of the exterior finish materials shall be masonry, wood or cementitious siding (no vinyl siding), metal, and/or window/door glazing as per Exhibit "F" (Pattern Book).

**Colors:**

90% of all colors will be natural material colors or earth tones. Exceptions would be artistic Murals, awnings, doors, trim, and signs.

**Roof Treatment:**

Long uninterrupted roof lines that are seen from public right-of-way or oriented to residential properties shall be broken into smaller segments using appropriately scaled gables, dormers, change in height of parapet wall, change in roof form, typically these would correspond to offsets in the building façade.

Parapet roof lines shall have well defined cornice treatment or another similar architectural element to visually cap the building.

Period Buildings can vary from these requirements if the variation is in line with the intent of the period building.

**Building Massing:**

At a minimum, elevations that are 70 feet or longer in horizontal length shall be interrupted by an offset of at least 18" in depth. This offset could be on the same floor level or on a floor level above or below. Period Buildings can vary from these requirements if the variation is in line with the intent of the period building.

3.8 Maximum Square footage. Owner agrees to build no two story building larger than 16,000 square feet and no one story building larger than 12,000 square feet. The maximum square footage of the development will be 56,000 square feet. Two story buildings will be limited to the shaded zone depicted in Exhibit "G" Two Story Zone.

3.9 Hours of Operation. Owner agrees that the hours of business will be limited to run from 6:00 a.m. to 10:00 p.m. unless approval is provided by the City of Lucas via SUP.

3.10 Commitment to residential areas. Owner agrees that that the 2 acre residential lot on Carey Lane and the 2 acres around the pond will always remain residential.

**Article IV**  
**Notice**

Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given by hand delivery or by certified or registered mail and shall be deemed to have been given and received two (2) business days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the Party (or such Party's agent or representative) to whom it is addressed when actually received by the intended recipient. Such notice shall be given to the Parties hereto at the address set forth below. Any Party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other to which such notice shall be given.

If to City

Joni Clarke, City Manager  
City of Lucas  
665 Country Club Road  
Road Lucas, Texas 75002

With Copy to

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith,  
L.L.P.  
500 N. Akard  
Suite 1800  
Dallas, Texas 75201

If to Owner:

Ron Lacock  
Dwarf Willow LLC  
906 Santiago Trail  
Wylie, Texas 75098

**Article V  
Termination**

- 5.1 This Agreement shall terminate upon any one of the following:
- (a) the written agreement of the Parties;
  - (b) the Expiration Date;
  - (c) the election by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof to the breaching party;
  - (d) the election by the City, if Owner suffers an Event of Bankruptcy or Insolvency;
  - (e) the election by the City, if any Impositions owed to the City or the State of Texas by Owner shall become delinquent (provided, however the Owner retains the right to timely and properly protest and contest any such Impositions); or
  - (f) the election by the City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

**Article VI  
Miscellaneous**

6.1 Assignment of Agreement. This Agreement must be assigned by Owner to any future owner(s) of this property. This Agreement may not be assigned, in whole or in part, by City.

6.2 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

6.3 Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.4 Authority. Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

6.5 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties to this Agreement.

6.6 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

6.7 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

6.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, and that such Party has had an opportunity to confer with its legal counsel.

6.9 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

6.10 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their respective heirs, executors, administrators, legal representatives, assignees, lender, successors, and City. No other person or entity is a third-party beneficiary of this Agreement.

6.11 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties, or to cause City to be deemed to be a constituent partner of the Owner.

6.12 Multiple Counterparts and Duplicate Originals. This Agreement may be executed in any number of multiple counterparts and/or duplicate originals, each of which shall be deemed an original and all of which considered together shall be deemed one and the same Agreement.

*(signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**City of Lucas, Texas**

By: \_\_\_\_\_  
Jim Olk  
Mayor

**Approved as to form:**

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney

**STATE OF TEXAS           §**  
  **§**  
**COUNTY OF COLLIN       §**

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Jim Olk, Mayor of the City of Lucas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: \_\_\_\_\_  
Signature of Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Dwarf Willow LLC  
a Texas Limited Liability Company**

By: \_\_\_\_\_  
Darren Printz  
Manager, Dwarf Willow LLC

**STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN   §**

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Darren Printz, Manager of Dwarf Willow LLC, a Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

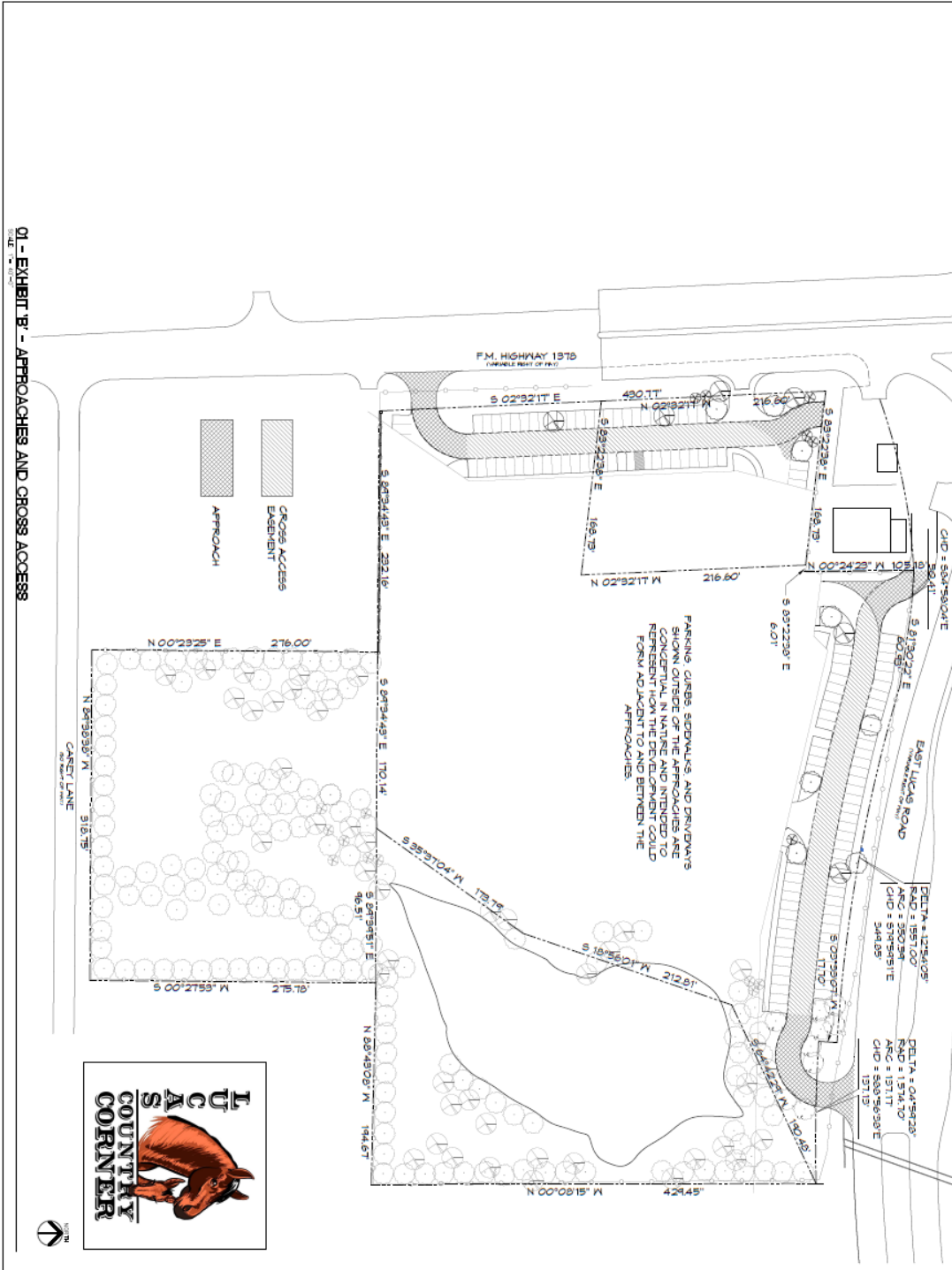
By: \_\_\_\_\_  
Signature of Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_





# EXHIBIT "B" On-Site Improvements



01 - EXHIBIT "B" - APPROACHES AND CROSS ACCESS



\*ISSUED FOR PRELIMINARY REVIEW, NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION,\* SEPTEMBER 2ND, 2021.

DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 09/02/21  
 SHEET NO. 20204  
 PROJECT NO. 20204

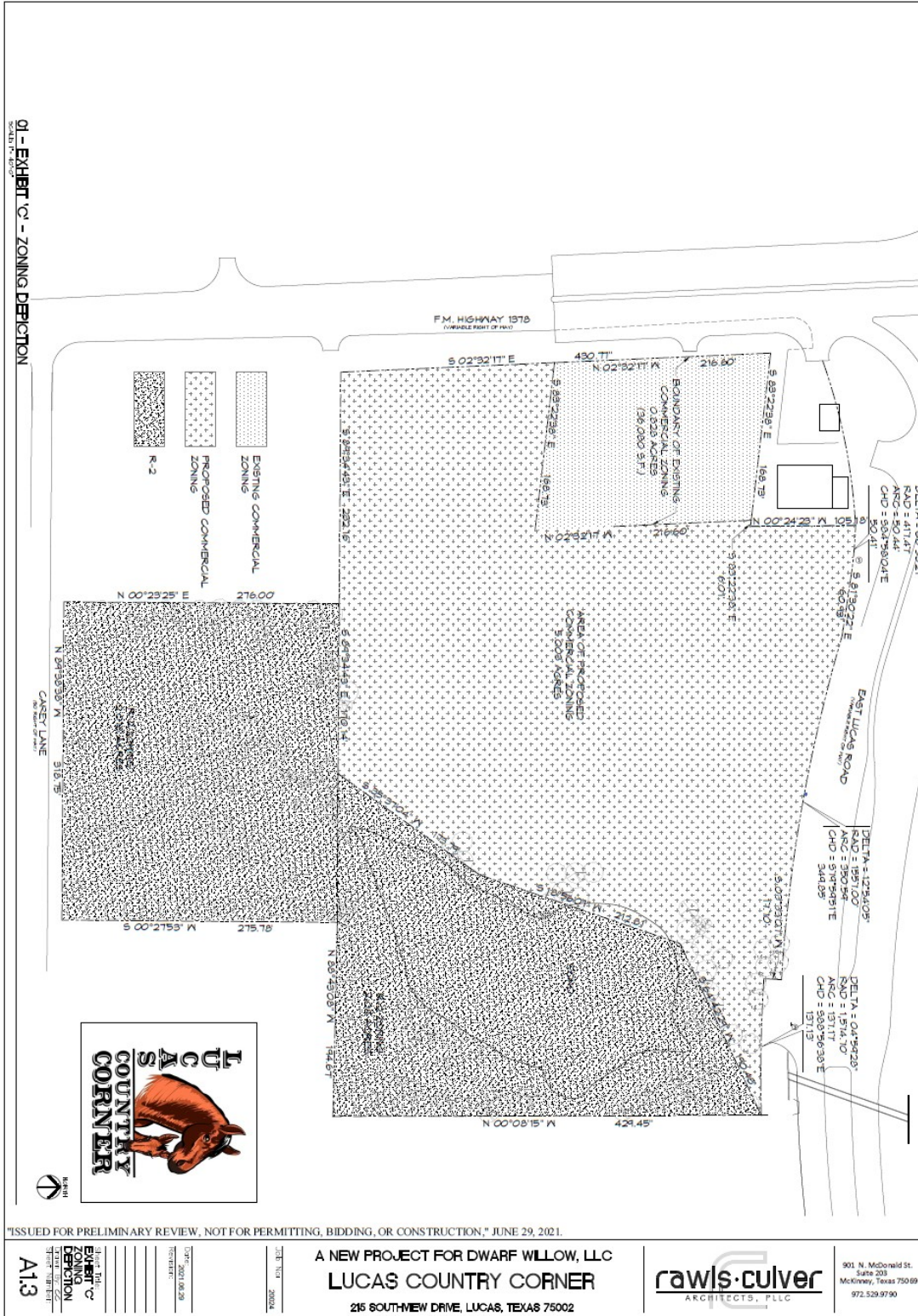
**A NEW PROJECT FOR DWARF WILLOW, LLC**  
**LUCAS COUNTRY CORNER**  
 215 SOUTHVIEW DRIVE, LUCAS, TEXAS 75002



901 N. McDonald St.  
 Suite 203  
 McKinney, Texas 75069  
 972.525.9790

# EXHIBIT "C"

## Zoning (Depiction and Description)



## EXHIBIT "C" Zoning Description

COMMERCIAL ZONING REQUEST  
PROPERTY DESCRIPTION

SITUATED in the State of Texas, County of Collin, City of Lucas, being part of the James Anderson Survey, Abstract No. 17, and being part of a called 10.262 acre tract as recorded under County Clerk No. 20190723000865510 of the Collin County Land Records, with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod set marking the southeast corner of a called 0.54 acre tract as recorded in Volume 5259, Page 2576 of the Collin County Land Records, an interior ell corner of said 10.262 acre tract, and the herein described premises, from which a 60d nail with washer found in a leaning wood fence corner post bears South 78°30'36" West, 0.93 feet;

THENCE with the east line of said 0.54 acre tract, and a west line of said 10.262 acre tract, North 00°24'23" West, 105.18 feet to a "SPARR SURVEYS" capped iron rod found in the curving south right-of-way line of F.M. 3286 (E. Lucas Road, variable width right-of-way), marking the most northerly northwest corner of said 10.262 acre tract, and said premises;

THENCE with the south right-of-way line of F.M. 3286, same being the north line of said 10.262 acre tract, and said premises as follows: southeasterly along said curve to the right having a central angle of 06°55'21", for an arc distance of 50.44 feet, with a radius of 417.47 feet (chord = South 84°58'04" East, 50.41 feet) to the end of curve; South 81°30'22" East, 60.93 feet to a point marking the beginning of a curve to the left;

THENCE continuing with the south right-of-way line of F.M. 3286, and crossing through said 10.262 acre tract, same being the north line of said premises as follows: southeasterly along said curve having a central angle of 12°54'05", for an arc distance of 350.59 feet, with a radius of 1,557.00 feet (chord = South 79°59'51" East, 349.85 feet) to a point marking an exterior ell corner; South 03°33'07" West, 17.70 feet to a point marking the beginning of a curve; southeasterly along said curve to the left having a central angle of 04°59'28", for an arc distance of 137.17 feet, with a radius of 1,574.70 feet (chord = South 88°56'38" East, 137.13 feet) to a point in the east line of said 10.262 acre tract, the west line of a called 2.9785 acre tract being described under County Clerk No. 20090327000355630 of the Collin County Land Records, and marking the northeast corner of said premises, from which a "SPARR SURVEY" capped iron rod found bears North 00°08'45" West, 6.32 feet, said corner marking the original northeast corner of said 10.262 acre tract, and the northwest corner of said 2.9785 acre tract;

THENCE crossing through said 10.262 acre tract, same being the east line of said premises as follows: South 64°42'29" West, 190.48 feet to an angle break; South 18°56'01" West, 212.81 feet to an angle break; South 35°37'04" West, 173.79 feet to a point marking the southeast corner of said premises;

THENCE continuing to cross through said 10.262 acre tract, and with the south line of said premises, North 89°34'43" West, 170.14 feet a 1" iron pipe found for an interior ell corner of said 10.262 acre tract, the northeast of Lot 1, Block A of Cook County Place Addition as recorded in Volume E, Page 27 of the Collin County Map Records;

THENCE with the south line of said 10.262 acre tract, said premises, and the north line of said Lot 1, North 89°34'43" West, 232.16 feet to a TxDOT monument found in the east right-of-way line of F.M. 1378 (Southview Drive, Variable width right-of-way), and marking the southwest corner of said premises;

THENCE continuing to cross through said 10.262 acre tract, same being the east right-of-way line of F.M. 1378, and a west line of said premises, North 02°32'17" West, 214.17 feet to a point for corner in the south line of a called 1.00 acre tract (Zoned Commercial) as recorded in Volume 4267, Page 3151 of the Collin County Land Records;

THENCE passing through said 10.262 acre tract, and with the south line of said 1.00 acre tract, South 83°22'38" East, 168.73 feet to a point marking the southeast corner of said 1.00 acre tract;

THENCE passing through said 10.262 acre tract and with the east line of said 1.00 acre tract, North 02°32'17" West, 216.60 feet to the northeast corner of said 1.00 acre tract, and being in the south line of the aforementioned 0.54 acre tract;

THENCE passing through said 10.262 acre tract, with the north line of said 1.00 acre tract, and the south line of said 0.54 acre tract, South 83°22'38" East, 6.01 feet to the place of beginning and containing 5.003 acres of land.



5/20/2021

**Exhibit "A"**  
**Zoning Boundary Description**  
**5.003 Acres**

*Being part of a called 10.262 Acre Tract  
Recorded Under CC# 20190723000865510, C.C.L.R.  
James Anderson Survey, A-17  
City of Lucas, Collin County, Texas*



**Roome  
Land Surveying**

2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com / Firm No. 10013100

Page 2 of 2

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# EXHIBIT "D" Masonry Wall Exceptions



**EXHIBIT “E”  
Prohibited Businesses**

**Business Not Allowed:**

- I. Sexually oriented businesses. - Article 4.02
  - 1. Adult Arcade
  - 2. Adult Bookstore or Video Store
  - 3. Adult Theater
  - 4. Adult cabaret
  - 5. Adult Motel
  - 6. Escort Agencies
  - 7. Nude model studio
  - 8. Condom Shops
  - 9. Adult Massage Parlors
- II. Vape Shops
- III. Bars/Night Clubs
- IV. Liquor Stores

**Non-Inclusive list of Business Encouraged:**

<b>Insurance</b>	<b>Nail Salon</b>
<b>Coffee Shop</b>	<b>Prepared Food Store</b>
<b>Restaurant</b>	<b>Specialty Food Stores</b>
<b>Organic Food Stores</b>	<b>Donut Shop</b>
<b>Dry Cleaning</b>	<b>Financial Store</b>
<b>Computer/Phone Store</b>	<b>Pharmacy</b>
<b>Music Store</b>	<b>Barber Hair/Salon</b>
<b>Medical / Dental Office</b>	<b>Bicycle Shop</b>
<b>Camera Studio</b>	<b>Yoga Studio</b>
<b>Professional Business Offices</b>	<b>Bakery</b>
<b>Child Care</b>	<b>Vet Office</b>
<b>Tack and Saddle Shop</b>	<b>Quilt/Fabric Shop</b>
<b>Bank</b>	<b>Art / Hobby Store</b>
<b>Music Store</b>	<b>Antique Stores</b>
<b>Book Store</b>	<b>Game/Magic Stores</b>

# EXHIBIT "F"

## Pattern Book

**6 - SIDE/REAR ELEV.**

**5 - FRONT ELEVATION**

**4 - FRONT ELEVATION**

**3 - FRONT ELEVATION**

**2 - SIDE/REAR ELEV.**

**1 - FRONT ELEVATION**

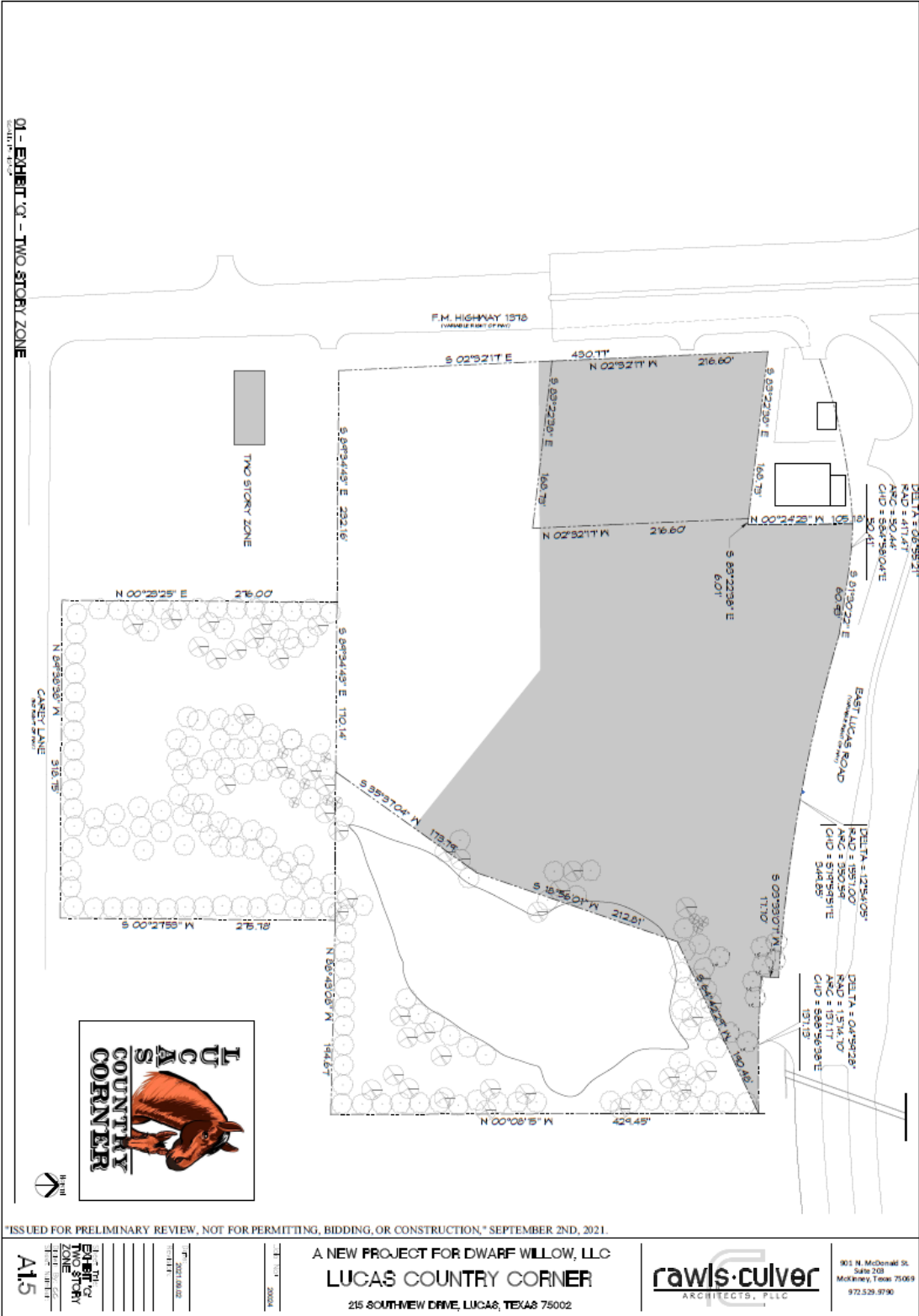
**8 - SIDE/REAR ELEV.**

**7 - FRONT ELEVATION**

\*ISSUED FOR PRELIMINARY REVIEW. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION\* SEPTEMBER 2, 2021.

<p><b>Scale:</b> Overall: 1/4" = 1'-0" Details: 3/8" = 1'-0"</p> <p><b>Job No.:</b> 2020-01</p>	<p><b>A NEW PROJECT FOR DWARF WILLOW, LLC</b></p> <p><b>LUCAS COUNTRY CORNER</b></p> <p>215 SOUTHVIEW DRIVE, LUCAS, TEXAS 75002</p>		<p>501 N. McDowell St. Suite 200 McAllen, Texas 78506 957.526.9590</p>
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# EXHIBIT "G" Two Story Zone



\*ISSUED FOR PRELIMINARY REVIEW, NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION,\* SEPTEMBER 2ND, 2021.

## Dwarf Willow Development Agreement Amendments

1. Adhere to the cities lighting ordinance. Chapter 14, Division 7 - Lighting. No glare past property line. – 3.6
2. On site plan, designate which building will be 1 story and which will be 2 story. - By zone - 3.8, Ex G
3. Materials list: No EFIS. Clarification on building material and consistent design. Material should be based on pattern book/material board and the same style should be reflected in elevations. Colors for development should be defined and consistent. – 3.7, ex F
4. Hours of operation earlier than 6AM or later than 10PM by SUP only. – 3.9
5. Elevations to be consistent in design, and architectural features. 3.7, Ex F
6. Live Screening wall between Carey Lane lot and commercial business lot – 3.3, Ex D
7. Living screen wall will be perpetually maintained – 3.3
8. Impact fees to pay for access road – 3.2.b
9. Massage therapy to be licensed by the state and further defined – 3.4, Ex E
10. Include drawing with agreement that identifies section of mason wall & living screen walls. - Ex D
11. Cement masonry wall should be included in agreement – 3.3, Ex D
12. Identify time frame when the property will be developed, including when the City would build approach. – 3.2.a, 3.2.e
13. Clarify the specs of access road and who would build it. – 3.2.a, 3.2.c