



City of New Fairview
Joint City Council and Planning and Zoning Commission Meeting
999 Illinois Lane
Monday, July 18, 2022, at 6:00 pm

1. **Call to Order and Determination of Quorum**
2. **Pledge to the Flags.**
 - A. **United States of America**
 - B. **Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.**
3. **Public Comment:** The City Council and the Planning and Zoning Commission invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council and the Planning and Zoning Commission. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council and Planning and Zoning Commission. State law prohibits the City Council and Planning and Zoning Commission from discussing or taking action on any item not listed on the posted agenda.
4. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. **Discuss and consider a Resolution approving a Development Agreement with Dove Hollow Development LLC for Paloma Ranch Estates Phases 3 & 4 containing 177.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.**
 - B. **Discuss and consider an amendment to the Development Agreement with Dove Hollow Development LLC Paloma Ranch Phases 1 and 2, dated May 28, 2020, as to 15.563 acres to authorize one-half acre lots.**
 - C. **Discuss and consider action approving an annexation services agreement between the City of New Fairview and Dove Hollow Development LLC for 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.**
 - D. **Hold a public hearing and consider an Ordinance for the Annexation of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.**
 - E. **Hold a public hearing and consider an Ordinance for the zoning of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas and rezoning of 15.563 acres currently zoned**

(PD) Planned Development generally located east of S. County Line Road and south of Dove Hollow Lane to (PD) Planned Development for single family residential on one half (1/2) acre lots.

F. Consider the approval of a preliminary plat of Paloma Ranch Estates Phases 3 & 4 containing 195.342 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

5. Executive Session: None

6. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.

7. Adjournment:

*The City Council 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), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, Section 321.3022 (Sales Tax Information). Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.*

WORK SESSION

1. Call to Order and Determination of Quorum

2. Receive a report and hold a discussion regarding the City's Comprehensive Plan

3. Adjournment

I, the undersigned authority, do hereby certify the above notice of the joint meeting of the City Council and the Planning and Zoning Commission of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and on its website, said notice being posted this 15th day of July, 2022 at 5:00 PM at least 72 hours proceeding the meeting time.

Brooke Boller, City Secretary

SEAL:

This facility is wheelchair accessible; parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at City Hall 817-638-5366 or fax 817-638-5369 or by email at citysecretary@newfairview.org for further information.



Joint City Council and Planning and Zoning Commission
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Development Agreement for Phases 3 and 4 of Paloma Ranch

DESCRIPTION:

Discuss and consider a Resolution approving a Development Agreement with Dove Hollow Development LLC for Paloma Ranch Estates Phases 3 & 4 containing 177.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

BACKGROUND INFORMATION:

Dove Hollow Development, LLC has indicated that with the annexation of 177.779 acres in the southeast corner of the City of New Fairview, that they would like to enter into a development agreement with the City to ensure development standards for the property, and the conditions of how the infrastructure supporting the development will occur.

The developer plans on continuing their subdivision, Paloma Ranch Estates, into phases 3 and 4. The project will obtain water from Aqua Texas, Inc. The half-acre lots will provide individual on-site septic systems.

Staff recommends approval of the Development Agreement.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution approving a Development Agreement with Dove Hollow Development LLC for Paloma Ranch Estates Phases 3 & 4 containing 177.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

ATTACHMENT(S):

1. Paloma Ranch Phase 3 & 4 Development Agreement with Exhibits
2. Resolution 202207-03-207

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is executed between Dove Hollow Development, LLC (“Owner”, which as used herein shall include the current owner of the Property, as defined herein, and its successors and permitted assigns) and the City of New Fairview, Texas, a general law city (the “City”) (Owner and City being referred to individually as a “Party” and collectively as the “Parties”), to be effective on the Effective Date as defined in Section 12.10.

RECITALS

WHEREAS, Owner is the owner of 179.779 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas (the “County”) as shown on Exhibit A and described by metes and bounds on Exhibit B (the “Property”), which property is undeveloped; and

WHEREAS, the City of Fort Worth released the Property from its extraterritorial jurisdiction pursuant to Joint Ordinance and Boundary Agreement executed by the City of New Fairview and the City of Fort Worth effective April 5, 2021, City of Fort Worth Ordinance No. 24757-03-2021 and City of New Fairview Ordinance No. 202104-02-226; and

WHEREAS, the Property is bordered on its western boundary by approximately 140.246 acres of land owned by Owner (the “Adjacent Property”); and

WHEREAS, the Adjacent Property is subject to a Development Agreement between Owner and the City dated June 1, 2020, and was annexed by the City on July 13, 2020, by Ordinance No. 2020-17-209 for development of a single-family residential subdivision; and

WHEREAS, Owner is developing the Adjacent Property as Phases 1 and 2 of Paloma Ranch Estates, a master-planned residential development; and

WHEREAS, Owner intends to develop the Property, together with approximately 16 acres of land that is within the City’s corporate limits and contiguous to the Property (the “In-City Tract”), as Phases 3 and 4 of Paloma Ranch Estates; and

WHEREAS, Owner intends to develop the Property with single-family residences on minimum one-half acre lots, pursuant to development regulations contained in this Agreement (the “Development”); and

WHEREAS, this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property or any portion thereof), and will provide regulatory certainty during the Term of this Agreement; and

WHEREAS, Owner will construct or cause to be constructed the infrastructure and improvements to serve the Property and the City shall have and exercise jurisdiction over the

development of the Property as set forth in this Agreement; and

WHEREAS, the City shall exercise jurisdiction over the design, construction, installation, and inspection of roads, drainage, and other infrastructure to serve the Property, which shall be dedicated to the City; and

WHEREAS, the Property is within Aqua Texas, Inc.'s ("Aqua Texas") water and wastewater certificates of convenience and necessity ("CCN");

WHEREAS, the Parties intend that Aqua Texas or the then-current CCN-holder will provide retail water to the Property; and

WHEREAS, the Parties intend that the Property will be served by privately owned on-site septic systems; and

WHEREAS, infrastructure to provide retail water service to the Property shall be owned by Aqua Texas or the then-current CCN-holder; and

WHEREAS, the City Council has determined that this Agreement and the development of the Property described herein comply in all respects with the City's Comprehensive Plan to the extent such plan is applicable; and

WHEREAS, pursuant to Section 242.001(a)(3) of the Texas Local Government Code, the City has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, the Parties desire for the Property to be developed within the corporate limits of the City; and

WHEREAS, at the City's request, Owner has agreed to petition the City to annex the Property as consideration for this Agreement, pursuant to the terms of this Agreement; and

WHEREAS, upon annexation of the Property, Owner will submit an application to the City to zone the Property and the In-City Property; and

WHEREAS, development of the Property within the City's corporate limits will increase the City's tax base; and

WHEREAS, the City intends that the City Council shall approve an ordinance annexing the Property; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 et seq. of the Texas Local Government Code; and

WHEREAS, the In-City Tract is depicted on certain exhibits to this Agreement for information purposes only but is not subject to this Agreement;

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

ARTICLE I.
DEFINITIONS

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

City means the City of New Fairview, a general law municipality located in Wise and Denton Counties, Texas.

City Council means the City Council of the City.

City Engineer means Pacheco Koch Consulting Engineers, Inc.

Drainage Standards means the City's Technical Standards and Specifications Manual and Technical Construction Standard Drawings adopted June 19, 2012.

Effective Date has the meaning set forth in Section 12.10.

End-Buyer means any owner, developer, tenant, user, or occupant of a Fully Developed and Improved Lot.

ETJ means extraterritorial jurisdiction.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of Denton County.

Governing Regulations has the meaning set forth in Section 2.01.

"In-City" Tract" is an approximately 16-acre tract in the City's corporate limits owned by Owner and contiguous to the Property, which will be developed along with the Property as Phases 3 and 4 of Paloma Ranch Estates.

Mayor means the Mayor of the City.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Owner means Dove Hollow Development, LLC, and its successors or assigns.

Plat Review Fees shall have the meaning set forth in Section 4.01.

Plan Review Fees shall have the meaning set forth in Section 4.02.

Property means the 179.779 acres of undeveloped property located wholly in Denton County, Texas shown on **Exhibit A** and described by metes and bounds on **Exhibit B**. The In-City Tract is shown on Exhibit A for information purposes only.

Public Infrastructure means roadways and associated drainage improvements needed to serve the Property and to be constructed by or on behalf of the City and dedicated to the City and benefiting the Property.

Structure means every structure designed or intended for human occupancy and every accessory structure intended for human occupancy constructed on the Property.

Subdivision Regulations shall have the meaning set forth in Section 2.01(a).

ARTICLE II.

DEVELOPMENT REGULATIONS

Section 2.01 Governing Regulations. The Property shall be developed as a high-quality, master-planned community, consisting of one-half acre minimum single-family residential lots served by on-site septic facilities and retail water service provided by Aqua Texas or the then-current CCN-holder. Development of the Property shall be governed solely by this Agreement and the following regulations (collectively, the “Governing Regulations”):

- (a) the City's Subdivision Regulations, consisting of Ordinance No. 1996-01-005, as amended by Ordinance No. 2001-11-0071, Ordinance No. 2001-12-0072, and Ordinance No. 2011-03-161 (the “Subdivision Regulations”) attached as **Exhibit C**;
- (b) building, plumbing, electrical, mechanical, and fire codes adopted by the City and uniformly enforced within the City's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to the building, fire, electrical, plumbing, mechanical, or other applicable codes and ordinances of the City that are uniformly applicable to similarly situated development within the City's corporate boundaries (the “Building Codes”);
- (c) development standards attached as **Exhibit D** (the “Development Standards”);
- (d) road standards described in Section 5.03 and attached as **Exhibit E** (the “Road Standards”);
- (e) miscellaneous development conditions attached as **Exhibit F** (the “Miscellaneous

Conditions”);

- (f) the Drainage Standards;
- (g) concept plan attached as **Exhibit G**, as amended from time to time (the “Concept Plan”); and
- (h) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement.

Section 2.02 Zoning. In the event of any conflict between this Agreement and any zoning ordinance adopted by the City Council applicable to the Property, the provisions of this Agreement will prevail, except as expressly agreed in writing by Owner, the City, and the owners of the portion of the Property subject to such zoning ordinance.

Section 2.03 Revisions to Concept Plan. Owner may revise the Concept Plan attached hereto as **Exhibit G**, from time to time provided the following conditions are met:

- (i) The proposed revision is approved, in writing, by the owners of all the property subject to the revision; and
- (ii) Dove Hollow Development, LLC approves the proposed revision in writing (provided such approval shall be required only so long as Dove Hollow Development LLC owns all or any portion of the Property); and
- (iii) The proposed revision maintains the required minimum one-half (1/2) acre lot size; and
- (iv) A copy of the revision is submitted to the City at least thirty (30) days before it takes effect.

Section 2.04 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the provision of the Agreement shall prevail.

ARTICLE III. DEVELOPMENT PROCESS

Section 3.01 Jurisdiction. Pursuant to Section 242.001(a)(3) of the Texas Local Government Code and as established by this Agreement, the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats for the Property and approval of plans for the Public Infrastructure in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the Term of this Agreement.

Section 3.02 Plats and Plans Required. Subdivision of the Property shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement.

- (a) All Public Infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations.
- (b) Owner shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal for construction of the Public Infrastructure shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the City Engineer or designee.
- (c) The City shall approve or disapprove plans and specifications, within thirty (30) days after receipt of a complete set of plans and supporting documents. In the event the City disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with one or more of the Governing Regulations or for life, safety, health or general welfare reasons which would require disapproval for a project in the City.
- (d) The City shall approve or disapprove revised plans and specifications submitted by Owner to address the City's reasons for disapproval pursuant to subsection (c) above, within fifteen (15) days after receipt by the City. In the event the City disapproves of any revised plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with one or more of the Governing Regulations or for life, safety, health or general welfare reasons which would require disapproval for a project in the City. The Parties shall follow the process in this subsection (d) for all submittals of revised plans and specifications.

Section 3.03 Bonds, Insurance and Inspection of Public Infrastructure. When the plans and specifications have been approved and before any permit is issued for construction of Public Infrastructure on the Property, Owner shall submit to the City a Maintenance Bond, in a form acceptable to the City, in the sum of one hundred per cent (100%) of the total contract price for construction of such infrastructure and conditioned that the contractor will repair or replace all defects due to faulty material and/or workmanship that appear within two years from the date of final approval by the City. All Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations at Owner's cost by a City employee or third-party inspector retained by the City.

Section 3.04 Building Permits; Inspection of Structures; Certificates of Occupancy.

- (a) Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner, a Structure until a permit is issued by the City certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a “Building Permit”). Notwithstanding the Governing Regulations or any other provision of this Agreement to the contrary, Owner is entitled to issuance of a Building Permit upon compliance with this subsection (a), provided the property on which the Structure will be constructed is accessible by a paved road constructed in accordance with the Road Standards.
- (b) The City shall maintain a list of approved independent, certified and state licensed plan reviewers and inspectors (the “Approved List”).
- (c) Builder permits shall be issued by an independent, certified and state licensed third-party plan reviewer on the Approved List (each, an “Approved Plan Reviewer”).
- (d) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure and the applicable plans and specifications, codes and ordinances. Inspections shall be performed by an independent, certified and state licensed third-party inspector on the Approved List (each, an “Approved Inspector”).
- (e) The builder constructing a Structure or the owner of the property on which a Structure is constructed shall (i) select an Approved Plan Reviewer and an Approved Inspector for such Structure; (ii) pay the cost of the Approved Plan Reviewer and the Approved Inspector; and (iii) pay to the City One Thousand Dollars (\$1,000) for each Building Permit issued to compensate the City for the City’s administrative costs.
- (f) No Structure on the Property may be occupied until an Approved Inspector issues a certificate of occupancy, or similar permit, for the Structure. The certificate of occupancy shall be issued for a Structure once construction has been completed, the Structure has been inspected and determined to be in compliance with all of the Governing Regulations, and all Public Infrastructure, water infrastructure and sewer infrastructure to serve such Structure has been completed and accepted.

ARTICLE IV.
DEVELOPMENT FEES

Section 4.01 Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's preliminary and final plat review and approval process (the “Plat Review Fees”) according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property.

Section 4.02 Plan Review Fees. Development of the Property shall be subject to payment to

the City of the reasonable and customary fees and charges applicable to the City's review of plans and specifications for Public Infrastructure (the "Plan Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each set of plans and specifications. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property. Owner will also be responsible for fees equal to four per cent (4%) of the Public Infrastructure cost for inspection of the Public Infrastructure by the City's designated inspector, plus laboratory and material testing deemed necessary by the City's inspector.

Section 4.03 Impact Fees. The City will collect transportation impact fee in the amount of Two Thousand Eight Hundred Twenty-Eight Dollars and Seventy-Nine Cents (\$2,828.79) for each residential dwelling unit as a condition of issuing a building permit. The City does not assess or collect water or wastewater impact fees.

Section 4.04 Park Land Dedication. Owner shall have no required dedication of park land and improvements to the City and related payment of fees.

Section 4.05 On-Site Septic System Permit Fees. Development of the Property shall be subject to the payment of all applicable fees for a permit for the installation and maintenance of an OSSF system in the City for each Structure to be paid by the builder constructing a Structure or the owner of the property on which a Structure.

Section 4.06 Payment of Fees. Except for the fees set out above and the Building Permit and inspection fees described in Article III, no fees or charges of any kind shall be due and payable to the City in connection with development of the Property.

Section 4.07 Entry Features. The main access to the Property will be on S. County Line Road, with secondary entrances on Dove Hollow Lane. A major monument sign shall be installed at the entrance on S. County Line Road and minor monument signs shall be installed at the entrances on Dove Hollow Lane, as shown on **Exhibit D-2.** attached hereto and incorporated herein by reference.

ARTICLE V. PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

Section 5.01 Retail Water Service. Retail water service to the Property shall be provided by Aqua Texas in accordance with the agreement between Owner and Aqua Texas, or by the then-current CCN-holder. Water infrastructure shall be constructed, operated and maintained at no cost to the City, unless the City becomes a retail water provider and agrees to provide retail water service to the Property.

Section 5.02 On-Site Septic Systems. Single family lots may be served by privately owned on-site septic systems, which shall be constructed in accordance with County and state standards. The builder constructing a Structure or the owner of the property on which a Structure is being built must obtain a permit from the City, pay the applicable permit fee, according to the City's fee

schedule, for each on-site septic system, and comply with all procedures and inspections required by the City for the installation and maintenance of such systems.

Section 5.03 Road Standards. Owner shall dedicate all right-of-way to the City and construct all internal roads within the boundaries of the Property as standard fifty foot (50') right-of-way residential street cross sections with no sidewalk, thirty-one (31) feet of pavement back-to-back, six (6)-inch lime stabilized subgrade, six (6)-inch concrete pavement, mountable six (6)-inch curb, and two percent (2.0%) grade from the center line, as depicted on **Exhibit E** attached hereto and incorporated herein.

Section 5.04 Drainage. Owner shall construct drainage improvements on the Property in accordance with the Drainage Standards.

Section 5.05 Dedication, Ownership of Public Infrastructure. Owner shall dedicate the Public Infrastructure to the City, subject to Section 3.03.

Section 5.06 Oversized Infrastructure. The Public Infrastructure consists of drainage, stormwater facilities and roadway infrastructure necessary for the Development and located within the Property. Owner shall not be required to construct or fund any oversizing of Public Infrastructure necessary to provide a benefit to land outside the Property or which exceeds the capacity needed to serve the Property, unless, at the completion of construction, the City pays Owner in full the increased cost directly attributable to the oversizing requested by the City.

ARTICLE VI. **OWNERSHIP**

Section 6.01 Ownership; Maintenance and Operation. All of the Public Infrastructure shall be owned by the City upon completion of construction and acceptance of them by the City. Owner agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements for the Public Infrastructure to the City and the public. Upon inspection, approval, and acceptance of the Public Infrastructure or any portion thereof, the City shall maintain the Public Infrastructure to serve the Property.

ARTICLE VII. **TERM OF AGREEMENT; TERMINATION**

Section 7.01 Term. The term of this Agreement shall be thirty (30) years after the Effective Date unless extended by mutual agreement of Owner and the City (as extended, the "Term"). Upon expiration of the Term, the City shall have no obligations under this Agreement with the exception of the maintenance and operation of the Public Infrastructure.

Section 7.02 Termination of Agreement. This Agreement may be terminated as to all of the Property at any time by mutual written consent of the City and Owner.

ARTICLE VIII. **ANNEXATION**

Section 8.01 Annexation.

- (a) Owner shall, no later than thirty (30) days after the Effective Date, submit a petition to the City requesting annexation of the Property.
- (b) The City shall follow the annexation process set out in Section 43.0671, et seq., of the Texas Local Government Code.

**ARTICLE IX.
EVENTS OF DEFAULT; REMEDIES**

Section 9.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

Section 9.02 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of “Tract X” by “Developer A” based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the Term.

**ARTICLE X.
ASSIGNMENT AND ENCUMBRANCE**

Section 10.01 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an “Assignee”) that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned to such Assignee. A copy of each assignment shall be provided to all Parties. Provided that the Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the Owner will be released from any rights and obligations under this Agreement as to the portion of the Property involved in such assignment, effective upon receipt of a copy of the assignment by the City. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by consent to this Agreement by all lien holders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

Section 10.02 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner.

Section 10.03 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the City, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of

this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

Section 10.04 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

ARTICLE XI. RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

Section 11.01 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree that the term “land use and development regulations that apply to specific lots” means all of the Governing Regulations.

Section 11.02 Releases. From time to time upon written request of Owner, the Mayor shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

Section 11.03 Estoppel Certificates. From time to time upon written request of Owner, the Mayor will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.

ARTICLE XII. ADDITIONAL PROVISIONS

Section 12.01 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon

PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A “TAKING”, AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE CITY AFTER THE EFFECTIVE DATE. THE CITY DOES WAIVE: (A) ANY DEFENSES IT MAY HAVE TO SUCH RIGHTS AND CLAIMS BY OWNER; OR (B) ANY RIGHTS AND CLAIMS EXISTING UNDER CHAPTER 245 OR 212 OF THE TEXAS LOCAL GOVERNMENT CODE OR UNDER ANY OTHER PROVISION OF LAW.

Section 12.04 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171 et seq. of the Texas Local Government Code.

Section 12.05 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the City, Owner, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Owner elects to terminate the Agreement pursuant to Article VII.

Section 12.06 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be Denton County.

Section 12.07 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the

Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 12.08 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 12.09 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

Section 12.10 Effective Date. This Agreement will become effective on the later to occur of: (a) approval and authorization of this Agreement by the New Fairview City Council following the fulfillment of all notice and public meeting requirements of Texas law; and (b) execution by Owner or Owner's duly authorized representative.

Section 12.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 12.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 12.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit A Map of Property
- Exhibit B Metes and Bounds Description of Property

- Exhibit C Subdivision Regulations
- Exhibit D Development Standards
- Exhibit D-1 Driveway Access
- Exhibit D-2 Entry Monument Signs and Park
- Exhibit E Road Standards
- Exhibit F Miscellaneous Conditions
- Exhibit G Concept Plan

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

CITY OF NEW FAIRVIEW

By: _____
John Taylor, Mayor

ATTEST:

By: _____
Brooke Boller, City Secretary

APPROVED AS TO FORM:

Robin Cross, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2022, by John Taylor, Mayor of the City of New Fairview, Texas, on behalf of said city.

Notary Public, State of Texas

OWNER:

Dove Hollow Development, LLC,
A Texas limited liability company

By: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, the _____ of Dove Hollow Development, LLC, a Texas limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

Exhibit A Map of Property

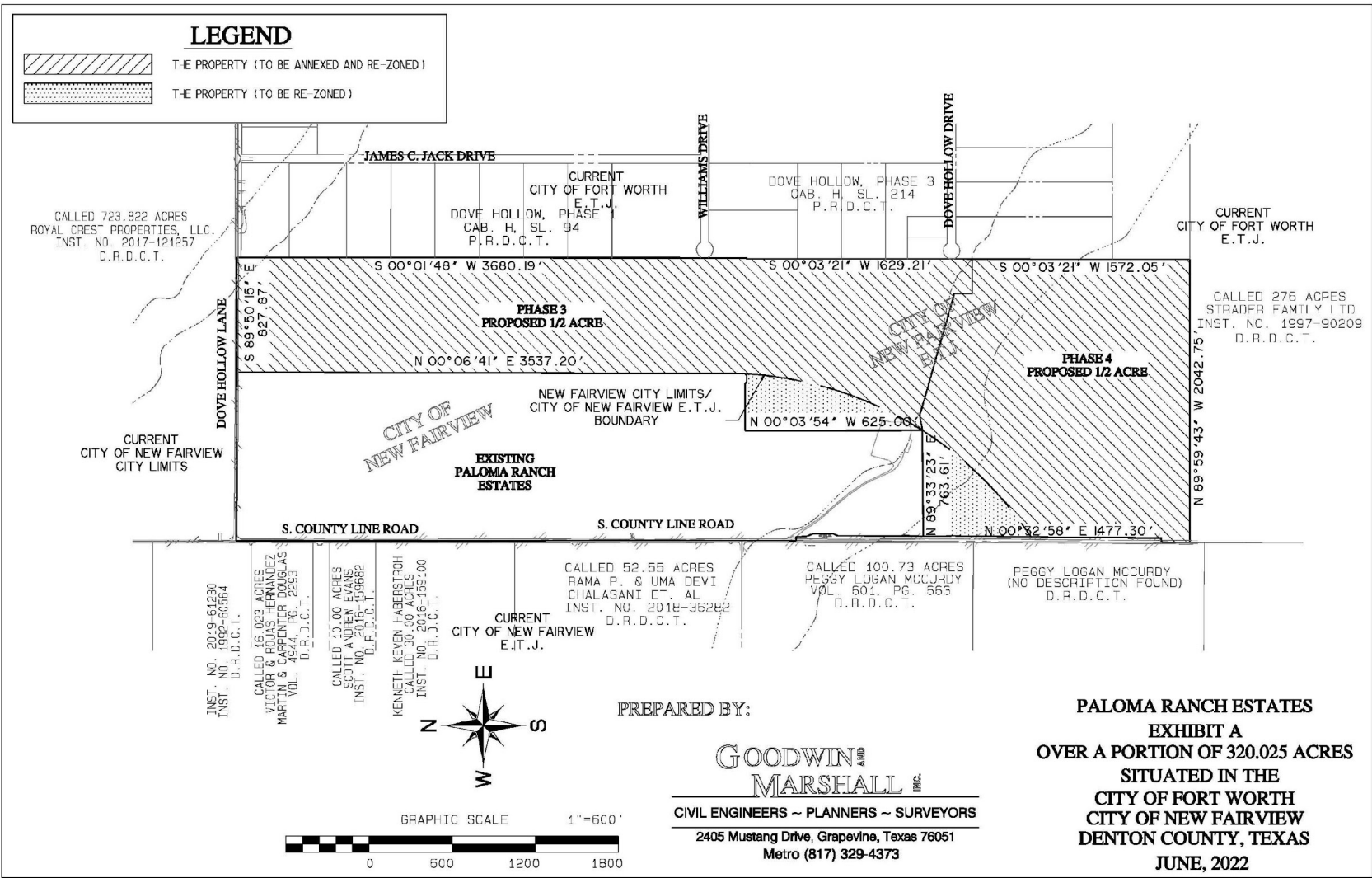


Exhibit B
Metes and Bounds Description of Property

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Instrument No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a P.K. nail set stamped “GOODWIN & MARSHALL” for the Northeast corner of said 320.025 acre tract, the Northwest corner of Dove Hollow, Phase 1 as recorded in Cabinet H, Slide 94 of the Plat Records of Denton County, Texas (PRDCT), being in the South line of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), and being in the approximate centerline of Dove Hollow Lane;

THENCE South 00 deg. 01 min. 48 sec. West departing said South line and centerline and continue along the East line of said 320.025 acre tract and the West line of said Dove Hollow, Phase 1, a distance of 3,680.19 feet to a 1/2" capped iron rod set stamped “GOODWIN & MARSHALL”;

THENCE North 88 deg. 52 min. 22 sec. West along said East and West lines, a distance of 6.71 feet to a 4" steel fence corner;

THENCE South 00 deg. 03 min. 21 sec. West along the East line of said 320.025 acre tract, the West line of said Dove Hollow, Phase 1, and the West line of Dove Hollow, Phase 3 as recorded in Cabinet H, Slide 214 (PRDCT), a distance of 3,201.26 feet to a 1/2" capped iron rod found stamped "5439" for the Southeast corner of said 320.025 acre tract;

THENCE North 89 deg. 59 min. 43 sec. West along the South line of said 320.025 acre tract, a distance of 2,042.75 feet to a P.K. nail set with washer stamped “GOODWIN & MARSHALL” for the Southwest corner of said 320.025 acre tract and being in the approximate centerline of South County Line Road;

THENCE North 00 deg. 15 min. 48 sec. East along the West line of said 320.025 acre tract and said centerline, a distance of 206.48 feet to a P.K. nail set with washer stamped “GOODWIN & MARSHALL” for the Southwest corner of a called 1.789 acre right-of-way dedication recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

THENCE South 89 deg. 27 min. 02 sec. East along the West line of said 320.025 acre tract and said right-of-way dedication, a distance of 31.15 feet to a 1/2" capped iron rod set stamped “GOODWIN & MARSHALL”;

THENCE North 00 deg. 32 min. 58 sec. East along said West line and right-of-way dedication, a distance of 942.18 feet to a Point of Curvature of a non-tangent circular curve to the left,

having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears North 28 deg. 12 min. 06 sec. East - 2,494.05 feet;

THENCE in a northeasterly direction departing said West line and right-of-way dedication and continue along said curve to the left, a distance of 2,597.57 feet;

THENCE North 00 deg. 06 min. 41 sec. East, a distance of 3,537.20 feet to the North line of said 320.025 acre tract, the South line of said 723.822 acre tract, and being in the approximate centerline of said Dove Hollow Lane;

THENCE South 89 deg. 50 min. 15 sec. East along said North and South line and said approximate centerline, a distance of 827.87 feet to the **POINT OF BEGINNING**, containing 7,831,152 square feet or 179.779 acres of land, more or less.

Exhibit C
Subdivision Regulations

The City's Subdivision Regulations, consisting of Ordinance No. 1996-01-005, as amended by Ordinance No. 2001-11-0071, Ordinance No. 2001-12-0072, and Ordinance No. 2011-03-161 (the "Subdivision Regulations") apply, except as modified by the Agreement and as follows:

1. Owner will submit preliminary plats for the Property that are in substantial conformance with the Concept Plan attached as Exhibit G. Any major revisions to plans, may require submittal of a new concept plan and City Council approval.
2. Owner may submit final plats for the Property in phases. Submittal of a final plat for a portion of the Property will extend the preliminary plat for two (2) years.
3. Owner shall cause contractors to submit maintenance bonds to the City for roads and appurtenant drainage infrastructure dedicated to the City. No other maintenance bonds are required.
4. City regulations do not apply to the provision of water and wastewater service by Aqua Texas, Inc. or CCN-holder or to the design and construction of water and wastewater infrastructure to serve the Property, unless the City is the CCN-holder.
5. Traffic study is not required in connection with platting of Property.
6. No sidewalks and no handicap ramps are required on the Property.

Exhibit D Development Standards

Development of the Property shall be in accordance with the following standards.

1. Permitted uses:
 - a. Detached single-family residential dwellings and accessory structures
 - b. Athletic fields (noncommercial)
 - c. Schools (private or public)
 - d. Marketing and sales centers associated with the development of the Property
 - e. Temporary construction offices and storage yards associated with development of the Property
 - f. Home occupations by Section 25 of New Fairview Zoning Ordinance.
 - g. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space. Multi-use trail shall be a minimum of ten (10') feet wide as shown on **Exhibit D-2**.
 - h. Recreation centers, pools
 - i. Communication towers and related facilities, as authorized in residentially zoned districts by Section 30.3 of the New Fairview Zoning Ordinance
 - j. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of ninety (90) days
 - k. Agricultural uses; provided, however, agricultural uses shall be prohibited on land included within an approved final plat.
 - l. Drilling and production of natural gas - if any gas well site shown on the Concept Plan is abandoned, such area may be used for any permitted use.

2. Development standards:

Minimum Lot Size and Dimensions	
Lot Area (sq. ft.)	21,780
Lot Width (feet)	100
Lot Width of corner Lots (feet)	110
Lot Depth (feet)	150
Dwelling Minimum Square Footage	2,300
Yard Requirements	
Front Yard minimum (feet)	25
Side Yard minimum (feet)	10
Side Yard of Corner Lots minimum (feet)	20
Rear Yard minimum (feet)	10
Rear Yard Double Front Lots minimum (feet)	20
Maximum Lot Coverage	40%
House Requirements	
Main structure maximum height (feet)	40
Accessory structure maximum height (feet)	14
Roof pitch minimum	6/12

3. Special Conditions:

- a. Three-tab roofing shall not be permitted.
- b. No alleys shall be required and garage doors may face the street.
- c. Driveway Access for the perimeter lots fronting County Line Road and Dove Hollow Lane shall be allowed in general accordance with the attached Driveway Access Display, attached, hereto as **Exhibit “D-1”**.
- d. No tree ordinance shall apply. Each builder shall plant or preserve a minimum of three (3) three-inch trees on each lot.
- e. All lot purchasers will be required by deed to be members of a homeowners' association.
- f. Accessory buildings may be metal on a concrete slab.

- g. Two parking spaces are required for each single-family detached home.
- h. No fence requirements apply.
- i. Structures shall be set back at least one hundred fifty (150') feet from existing well heads.
- j. Project Monumentation shall be installed in general conformance with **Exhibit D-2.**

The following sign regulations apply to the Property:

1. Signage. All signage provided on the Property shall conform to the standards defined below. If the City has one or more sign regulations that are more permissive than the standards, set out below, Owner may elect to comply with such City regulation.
2. Development Main Identification. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.
 - (a) Number and Location. A maximum of one (1) sign shall be permitted at each main entry to the development located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.
 - (b) Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - (c) Maximum Surface Area. A maximum surface area of thirty (30) square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building materials is used, the maximum sign face area for such decorative treatment may be expanded twenty-four (24) inches measured from the sign face area in each cardinal direction.
 - (d) Maximum Height. The sign shall not exceed eight (8') feet from average finished grade.
 - (e) Time Period. Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.
3. Neighborhood Development. Neighborhood Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood within an overall development
 - a. Number and Location. A maximum of one (1) sign shall be permitted at the

main entry to each neighborhood. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.

- b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of fifty (50) square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded twenty-four (24) inches measured from the sign face area in each cardinal direction.
 - d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
 - e. Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.
4. On-Site Directional. On Site Directional signage within developments and subdivisions shall be for communicating directions and facility information including on-site services. On-Site Directional signage shall be of a similar type and style throughout the development. On-Site Directional signage shall be constructed as permanent signage.
- a. Number and Location. There shall be no maximum number of on-site directional signs, provided the signs are located a minimum of two hundred (200') feet from the perimeter of the overall development. If On-Site Directional signage is proposed within two hundred (200') feet of the perimeter of the development, then the total number of signs within two hundred (200') feet of the perimeter of the development will be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld. The specific locations of all proposed On-Site Directional signs shall be subject to approval of a Master Sign Plan with permits not to be unreasonably withheld.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of six (6) square feet shall be permitted for each sign face. In such case where the sign is proposed to be mounted on a columnar structure, the maximum surface area of the overall structure shall be one hundred forty (140) square feet for rectangular structures and one hundred ten (110) square feet for cylindrical structures.
 - d. Maximum Height. The maximum height of the overall sign structure shall not exceed seven (7') feet from average finished grade.

- e. Time Period. On-Site Directional signs are intended to be permanent in ' nature and shall be allowed for the life of the development.
5. Off-Site Directional. Off-Site Directional signs shall be a temporary sign permitted in order to communicate directional information to the overall tract and/or for individual parcels without frontage on a thoroughfare.
- a. Number and Location. A maximum of two (2) signs shall be permitted for the overall development and one (1) sign for each additional internal individually platted parcel. Off-Site Directional signs shall be permitted in the following locations.
 - i. On a parcel abutting the parcel identified on the directional sign.
 - ii. On a parcel subject to a recorded document insuring ingress and egress to the parcel identified on the off-site directional sign.
 - iii. On a parcel adjacent to an arterial or collector street. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably held.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of fifty (50) square feet shall be permitted for each sign face.
 - d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
 - e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.
6. Model Home/Community Center. A Model Home/Community Center sign shall be a temporary sign with the purpose of identifying a model home or community center as being the builder or contractor's model open to the public for inspection.
- a. Number and Location. A maximum of one (1) sign shall be permitted for each model home and/or community center. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of twenty (20) square feet shall be permitted for each sign face.

- d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
 - e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.
7. Neighborhood Builder. A Neighborhood Builder sign shall be a temporary sign with the purpose of identifying individual builders and pricing information within the neighborhood.
- a. Number and Location. A maximum of two (2) signs shall be permitted for each neighborhood. Signs shall be located on the applicable neighborhood tract and shall not be located in any public right-of-way.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of twenty (20) square feet shall be permitted for each sign face.
 - d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
 - e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.
8. Builder Lot. A Builder Lot sign shall be a temporary sign with the purpose of identifying an individual lot or parcel for sale within the development.
- a. Number and Location. A maximum of one (1) sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
 - b. Sign Faces. A maximum of one (1) sign face shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of six (6) square feet shall be permitted for the sign face.
 - d. Maximum Height. The sign shall not exceed four (4') feet from average finished grade.
 - e. Time Period. Signs shall be removed upon completion of the construction project.
9. Construction. A Construction sign shall be a temporary sign with the purpose of

identifying the property owner, architect, contractor, subcontractor, engineer, landscape architect, or decorator engaged in the design, construction or improvement of the premises on which the sign is located.

- a. Number and Location. A maximum of one (1) sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
- b. Sign Faces. A maximum of one (1) sign face shall be permitted.
- c. Maximum Surface Area. A maximum surface area of thirty-two (32) square feet shall be permitted for the sign face.
- d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
- e. Time Period. Signs shall be removed upon completion of the construction project.

10. Realtor Open House and Directional. Realtor Open House and Directional signs shall be temporary signs utilized during the weekend with the purpose of identifying a house for sale and providing route information to the advertised house.

- a. Number and Location. A maximum of one (1) sign (for the purposes of a Realtor Open House) shall be permitted for each lot where a house is for sale. In addition, a maximum of three (3) off-site directional sign shall be permitted to provide route information. The Realtor Open House sign shall only be permitted on the lot where the house is for sale. Off-Site Directional signage shall not be placed closer than three (3) feet from the curb or edge of pavement of any street.
- b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of six (6) square feet shall be permitted for each sign face.
- d. Maximum Height. The sign shall not exceed four (4') feet from average finished grade.
- e. Time Period. Signs shall only be permitted within the hours of noon Friday through noon Monday.

11. Neighborhood Promotional. A Neighborhood Promotional sign shall be a temporary

sign with the purpose of identifying a newly opened model home neighborhood closeout or similar advertisement.

- a. Number and Location. A maximum of two (2) signs per individually platted neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
- b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of ninety-six (96) square feet shall be permitted for such sign face.
- d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
- e. Time Period. Signs shall only be permitted for a maximum of two (2) weeks and no more than two (2) times annually for each neighborhood.

12. Banner. A Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

- a. Number and Location. A maximum of one (1) sign per neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
- b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of thirty-six (36) square feet shall be permitted for each sign face.
- d. Time Period. A Banner sign shall be permitted for a maximum of four (4) weeks and no more than six (6) times annually for each neighborhood.

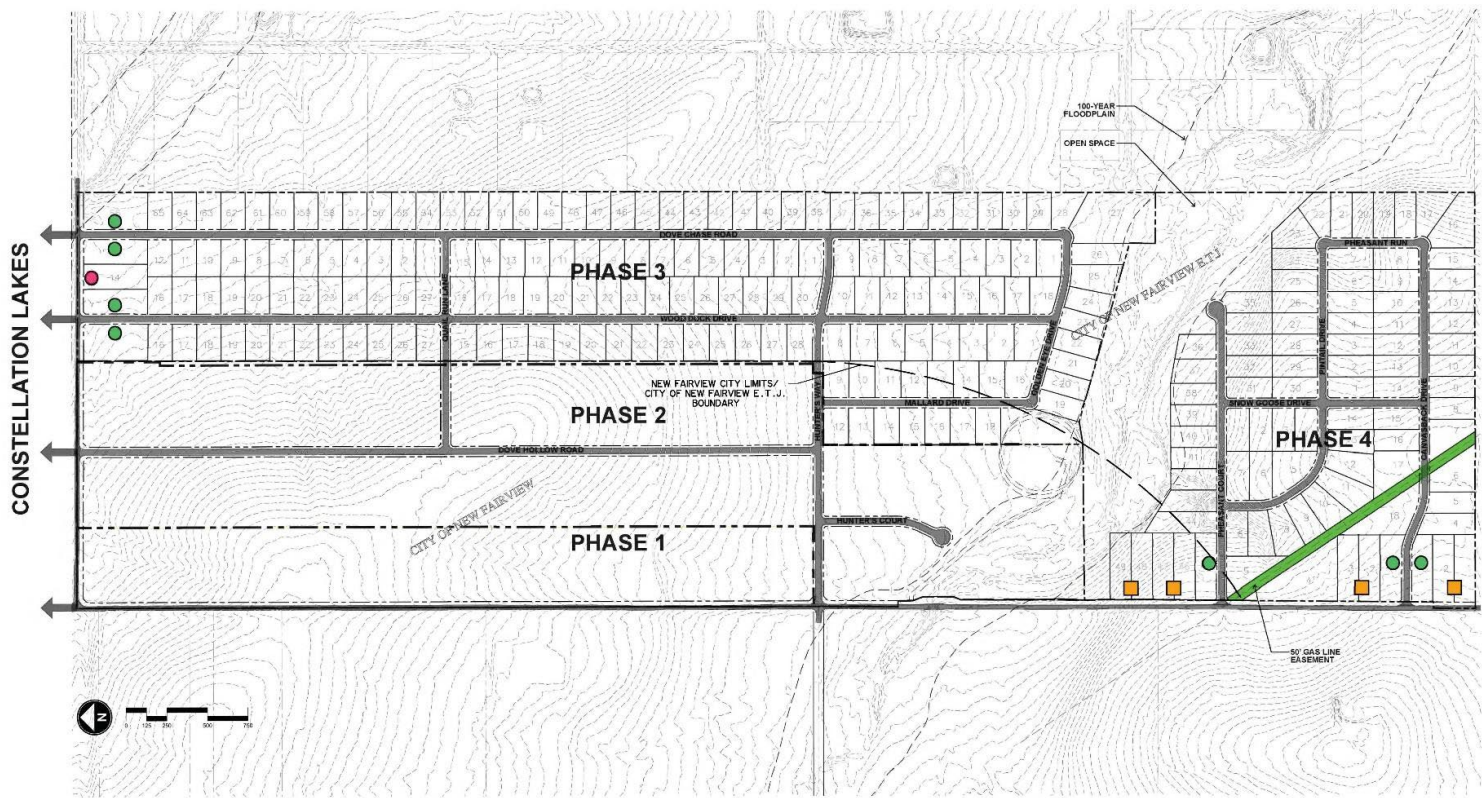
13. Banner, Seasonal. A Seasonal Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

- a. Number and Location. Signs shall be located within the neighborhood being advertised. Signs shall be permitted within the public right-of-way if affixed to illumination poles along internal collector thoroughfares provided banners are installed on behalf of and maintained by homeowners' association or

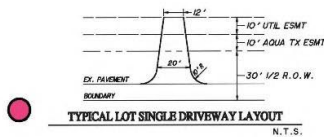
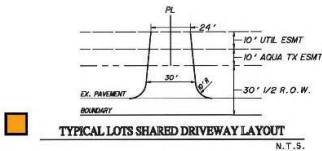
property owners' association.

- b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
- c. Maximum Surface Area. A maximum surface area of thirty-six (36) square feet shall be permitted for each sign face.
- d. Time Period. A Banner sign shall only be permitted for a maximum of four (4) weeks and no more than six (6) times annually for each neighborhood.

Exhibit D-1 Driveway Access



GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
FORT WORTH - MOBILE - MEMPHIS - DENVER



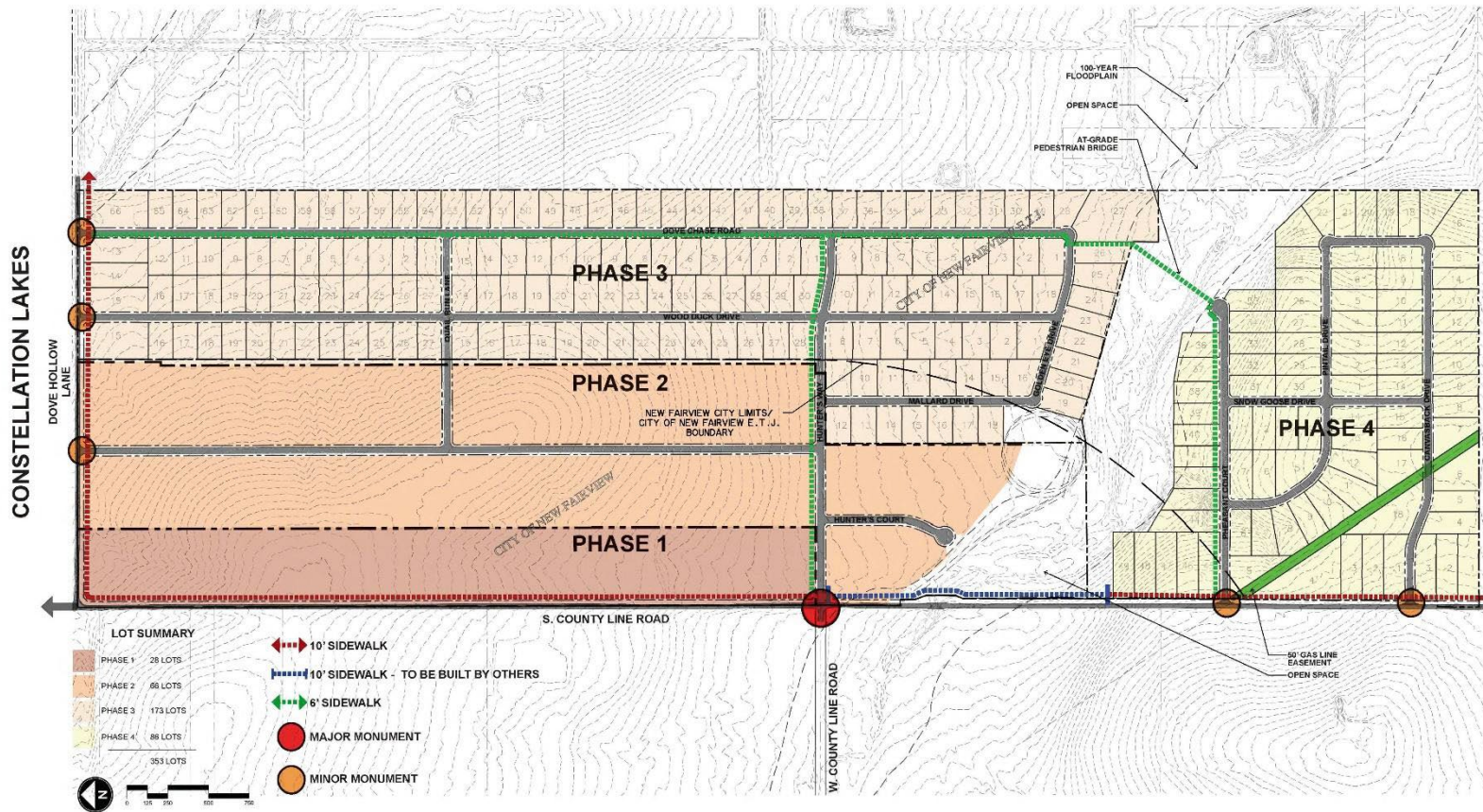
TYPICAL LOT SINGLE DRIVEWAY LAYOUT
SIDE ENTRY ON TO LOCAL STREET

PALOMA RANCH ESTATES

MAY 2022
Exhibit D.1

Exhibit D-2

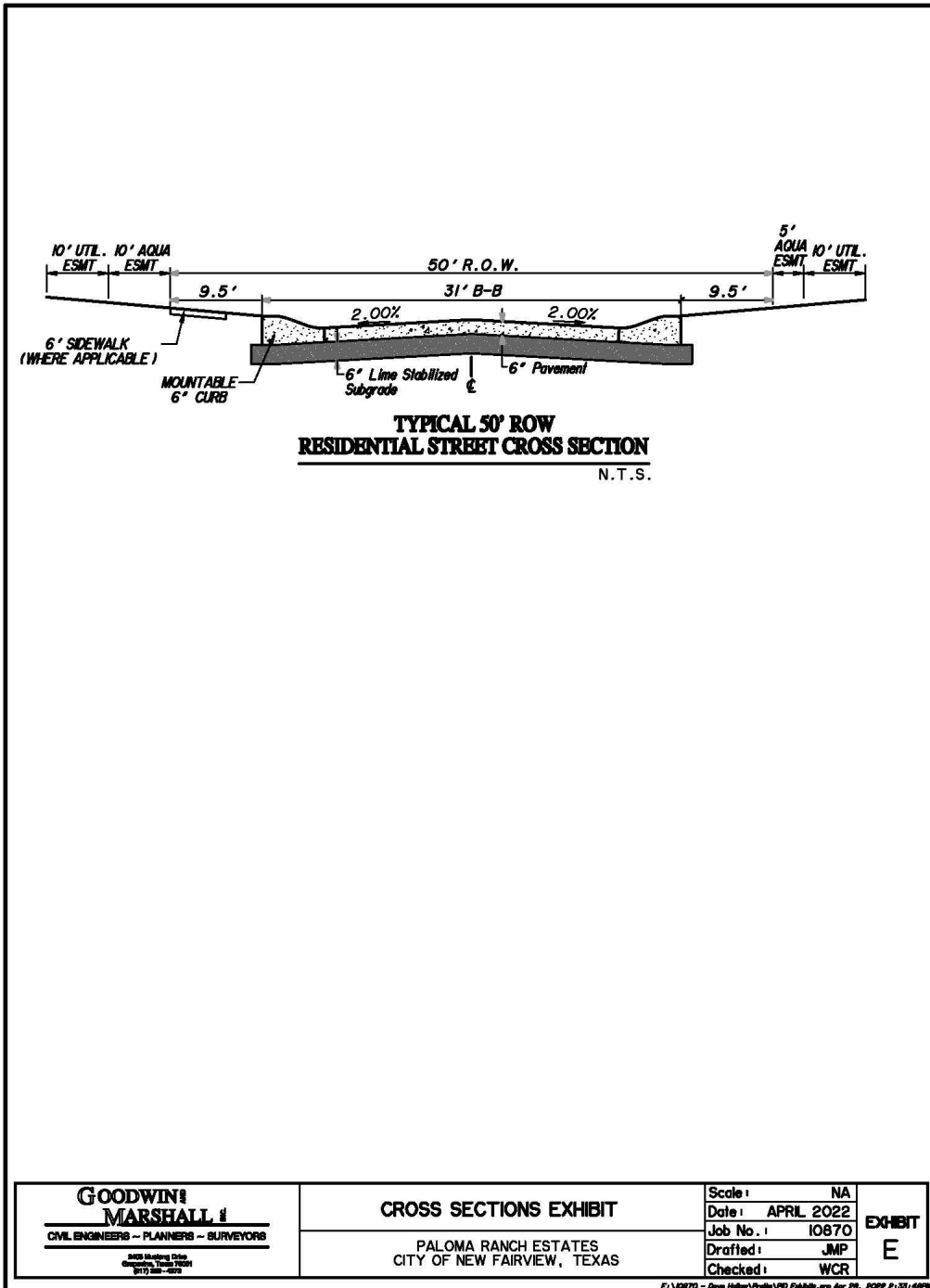
Entry Monument Signs and Parks



PALOMA RANCH ESTATES

MAY 2022
Exhibit D.2

Exhibit E Road Standards



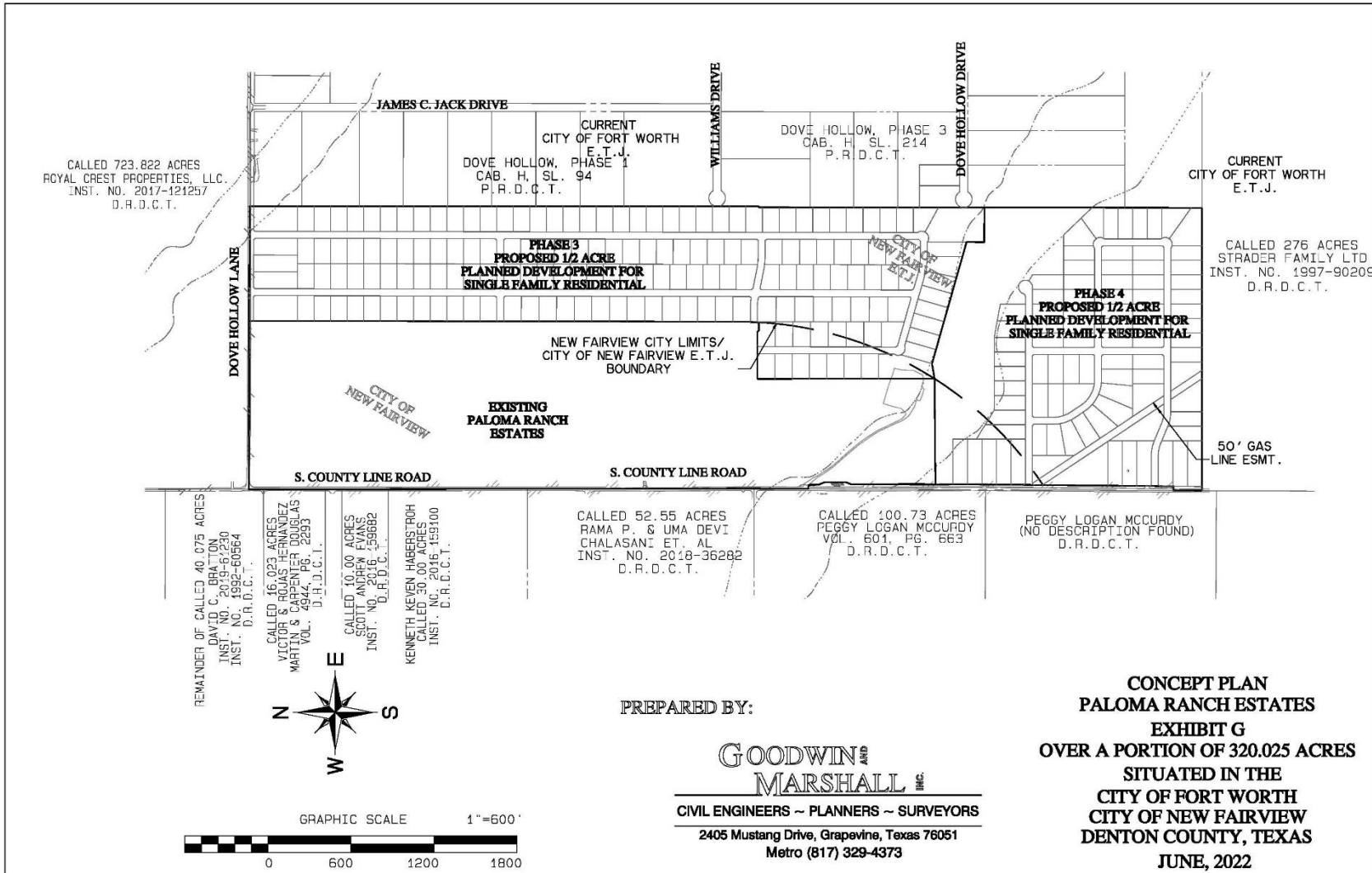
GOODWIN & MARSHALL <small>CIVIL ENGINEERS - PLANNERS - SURVEYORS</small> <small>3000 Mustang Drive Houston, Texas 77057 281-555-0272</small>	CROSS SECTIONS EXHIBIT	Scale: NA Date: APRIL 2022 Job No.: 10870 Drafted: JMP Checked: WCR	EXHIBIT E
	PALOMA RANCH ESTATES CITY OF NEW FAIRVIEW, TEXAS		

E:\10870 - Dave Hillier\Photos\VD Exhibit.pro Apr 22, 2022 2:33:48PM

Exhibit F
Miscellaneous Conditions

1. Structures shall be set back at least one hundred fifty (150') feet from existing well heads.
2. Key lots are allowed
3. Mountable rollover curbs are allowed.
4. Building height shall be measured to the highest point of a roof surface of a flat roof or the mean height level between the eaves and ridge of a gable, hop, mansard, or gambrel roof.

Exhibit G Concept Plan



PREPARED BY:

GOODWIN^{AND}
MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373

**CONCEPT PLAN
PALOMA RANCH ESTATES
EXHIBIT G
OVER A PORTION OF 320.025 ACRES
SITUATED IN THE
CITY OF FORT WORTH
CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
JUNE, 2022**



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION NO. 202207-03-207**

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH DOVE HOLLOW DEVELOPMENT LLC FOR THE DEVELOPMENT OF PALOMA RANCH ESTATES PHASES 3 & 4 CONTAINING 177.779 ACRES IN THE JAMES C. JACK SURVEY, ABSTRACT NO.679, DENTON COUNTY, TEXAS GENERALLY LOCATED EAST OF S. COUNTY LINE ROAD AND SOUTH OF DOVE HOLLOW LANE.

WHEREAS, The City of New Fairview is an incorporated city in the State of Texas; and,

WHEREAS, the City of New Fairview is a General Law City as classified by the Texas Municipal Code; and,

WHEREAS, the City desires to provide ordered development within its city limits and extra-territorial jurisdiction; and,

WHEREAS, the developer, Dove Hollow Development LLC has agreed to develop their property according to the recitals herein with associated exhibits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW:

1. That, all matters stated in the recitals herein above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. That the City Council does hereby approve the development agreement and directs the City Administrator to execute the agreement.
3. That, if any portion of this Resolution, shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determined that it would have adopted this Resolution without the invalid provision.
4. That this Resolution shall become effective from and after its date of passage.

PRESENTED AND PASSED on this 18th day of July, 2022, at the meeting of the City Council of New Fairview, Texas.

APPROVED:

ATTESTED:

John R. Taylor

Brooke Boller

Mayor

City Secretary



Joint City Council and Planning and Zoning Commission
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Amendment to Development Agreement for Paloma Ranch Phases 1 and 2

DESCRIPTION:

Discuss and consider an amendment to the Development Agreement with Dove Hollow Development LLC Paloma Ranch Phases 1 and 2, dated May 28, 2020, as to 15.563 acres to authorize one-half acre lots.

BACKGROUND INFORMATION:

The City entered into a Development Agreement on May 28, 2020, with Dove Hollow Development, LLC (“Owner”) for approximately 140.246 acres of land in the James C. Jack Survey, Abstract No. 679 (see attached). The Owner has an additional 179.779 acres of land that is adjacent to the 140.246 acres, which was in the City of Fort Worth Extraterritorial Jurisdiction (ETJ) but is now in the City of New Fairview ETJ.

The Owner has requested that the 179.779 acres be annexed into the city. The Owner is wanting approximately 15.563 acres, included in the Phases 1 and 2 Development Agreement, to be authorized to develop into one-half acre lots consistent with development of Phases 3 and 4. In order to authorize this change, the Development Agreement for Phases 1 and 2 will have to be amended.

Staff recommends approval of the amendment to the Development Agreement.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** the amendment to the Development Agreement with Dove Hollow Development LLC Paloma Ranch Phases 1 and 2, dated May 28, 2020, as to 15.563 acres to authorize one-half acre lots on said 15.563 acres.

ATTACHMENT(S):

1. Development Agreement for Phase 1 & 2 (May 28, 2020)
2. Amendment

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR PALOMA RANCH ESTATES, PHASES 1 AND 2**

This First Amendment to Development Agreement for Paloma Ranch Estates, Phases 1 and 2 (“First Amendment”) is entered into by the City of New Fairview, a general law city (the “City”) and Dove Hollow Development, LLC, a Texas limited liability company (“Owner”), effective upon execution by both parties (the “Effective Date”).

RECITALS

WHEREAS, the City and Owner entered into that certain Development Agreement for approximately 140.246 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas in the City’s extraterritorial jurisdiction (the “Property”), described in Exhibit A, dated on or about May 28, 2020 (the “Agreement”); and

WHEREAS, the Agreement provided for development of minimum one-acre single-family residential lots with on-site septic systems and water service provided by Aqua Texas of the then-current certificate of convenience and necessity (“CCN”) holder, to be known as Paloma Ranch Estates (formerly, Dove Hollow); and

WHEREAS, the City annexed the Property by Ordinance No. 2020-17-209 and zoned the Property for single-family residences on minimum one-acre lots by Ordinance No. 2020-18-210 on or about July 13, 2020; and

WHEREAS, the Property is adjacent to approximately 179.779 acres of land in the City’s extraterritorial jurisdiction, which Owner intends to develop in the City’s corporate limits as Paloma Ranch, Phases 3 and 4, with minimum one-half acre lots with on-site septic systems and water service by Aqua Texas; and

WHEREAS, approximately 15.563 acres of the Property described in Exhibit A-2 and shown in Exhibit A-C (the “15.563-Acre Tract”) will be developed as part of Paloma Ranch, Phases 3 and 4; and

WHEREAS, the City and Owner wish to amend the Agreement to allow development of the 15.563 Acre Tract with minimum one-half acre lots with on-site septic systems and water service by Aqua Texas, consistent with the development regulations for Phases 3 and 4; and

WHEREAS, Owner has submitted a development agreement and annexation petition for the 179.779 acres, together with an application to zone land and to rezone the 15.50-Acre Tract for single-family residential with minimum one-half acre lots; and

WHEREAS, the City and Owner wish to amend the Agreement with respect to the 15.563-Acre Tract, only, to be consistent with development with minimum one-half acre lots;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations, and benefits herein contained, the City and Owner amend the Agreement as follows:

1. Article II is amended to add a definition of “15.563-Acre Tract” to read as follows:

15.563-Acre Tract means that portion of the Property described in **Exhibit A-2** and depicted in **Exhibit A-3** which shall be developed as part of Paloma Ranch Estates, Phases 3 and 4.

2. The first paragraph of Section 2.01, “Governing Regulations,” is amended to read as follows:

The Property shall be developed as a high-quality, master- planned single-family residential community, served by on-site septic facilities and retail water services provided by Aqua Texas or the then-current CCN-holder. The minimum lot size on the 15.563-Acre Tract shall be one-half acre. The minimum lot size for the remainder of the Property shall be one acre. Development of the Property shall be governed solely by this Agreement and the following regulations (collectively, the “Governing Regulations”):

3. Section 2.01(d) shall be amended to read as follows:

(c) development standards attached as **Exhibit D-1** for the 15.563-Acre Tract and development standards attached as **Exhibit D** for the remainder of the Property (the “Development Standards”);

4. Unless expressly defined herein, all capitalized terms shall have the meanings defined in the Agreement.
5. This First Amendment shall be recorded in the real property records of Denton County, Texas.

[The remainder of the page is intentionally left blank.]

CITY OF NEW FAIRVIEW

By: _____
John Taylor, Mayor

ATTEST:

By: _____
Brooke Boller, City Secretary

APPROVED AS TO FORM:

Robin Cross, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2022, by John Taylor, Mayor of the City of New Fairview, Texas, on behalf of said city.

Notary Public, State of Texas

OWNER:

Dove Hollow Development, LLC,
A Texas limited liability company

By: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2022, by _____, the _____ of Dove Hollow Development, LLC,
a Texas limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

Exhibit A
Legal Description of the Property

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Northwest corner of said 322.98 acre tract, the Southwest corner of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), being the recognized Northwest corner of said James C. Jack Survey, the recognized Southwest corner of Robert A. Walker Survey, Abstract No. 1392, and being in the recognized East line of the Green B. Buchanan Survey, Abstract No. 32, said point also being at the intersection of South County Line Road and Dove Hollow Lane;

THENCE South 89 deg. 50 min. 15 sec. East along the North line of said 322.98 acre tract, the South line of said 723.822 acre tract, the recognized North line of said James C. Jack Survey, and the recognized South line of said Robert A. Walker Survey, a distance of 1,215.91 feet;

THENCE South 00 deg. 06 min. 41 sec. West departing said North and South lines, a distance of 3,537.20 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears South 28 deg. 12 min. 06 sec. West - 2,494.05 feet;

THENCE in a southwesterly direction along said curve to the right, a distance of 2,597.57 feet to the West line of a called 1.789 acre right-of-way dedication for South County Line Road recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

THENCE in a northerly direction along the East line of said 1.789 acre tract the following six (6) courses;

North 00 deg. 32 min. 58 sec. East, a distance of 535.12 feet to a 5/8" capped iron rod found stamped "TNP" for a Point of Curvature of a circular curve to the left, having a radius of 2,530.00 feet, a central angle of 0 deg. 59 min. 35 sec., and being subtended by a chord which bears North 00 deg. 03 min. 11 sec. East - 43.85 feet;

Continue in a northerly direction along said curve to the left, a distance of 43.85 feet to a 5/8" capped iron rod found stamped "TNP";

North 00 deg. 26 min. 37 sec. West tangent to said curve, a distance of 204.37 feet to a 5/8" iron rod found;

North 02 deg. 25 min. 07 sec. East, a distance of 100.12 feet to a 5/8" capped iron rod found stamped "TNP";

North 00 deg. 26 min. 37 sec. West, a distance of 325.85 feet;

North 00 deg. 15 min. 33 sec. East, a distance of 179.87 feet to a 5/8" capped iron rod found stamped "TNP" for the most northerly corner of said 1.789 acre tract and being in the East line of a called 0.495 acre right-of-way dedication described in a deed to Denton County, Texas recorded in Instrument No. 2016-95239 (DRDCT);

THENCE in a northerly direction along the East line of said 0.495 acre tract the following five (5) courses;

North 22 deg. 8 min. 51 sec. East, a distance of 38.15 feet;

North 0 deg. 20 min. 46 sec. East, a distance of 150.00 feet to a 5/8" capped iron rod found stamped "TNP";

North 21 deg. 26 min. 19 sec. West, a distance of 53.85 feet to a 5/8" iron rod found "bent";

North 0 deg. 20 min. 46 sec. East, a distance of 21.44 feet to a 5/8" iron rod found;

North 01 deg. 35 min. 51 sec. West, a distance of 50.03 feet to a 5/8" iron rod found "bent" for the Northeast corner of said 0.495 acre tract;

THENCE North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

THENCE North 0 deg. 15 min. 48 sec. East along said West line and centerline, a distance of 391.10 feet to a P.K. nail set with washer at a previously found railroad spike now obliterated;

THENCE North 0 deg. 3 min. 54 sec. West along said West line and centerline, a distance of 3,651.53 feet to the **POINT OF BEGINNING**, containing 6,109,122 square feet or 140.246 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Exhibit A-2
Legal Description of the 15.563-Acre Tract

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Document No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a point in the West line of said 320.025 acre tract, the East right-of-way line of South County Line Road, and being the Southwest corner of Paloma Ranch Estates, Phase 2, an addition to the City of New Fairview recorded in Document No. 2021-208 of the Plat Records of Denton County, Texas (PRDCT);

THENCE North 89 deg. 33 min. 23 sec. East departing said West line and East right-of-way line and continue along the South line of said Paloma Ranch Estates, Phase 2, a distance of 763.61 feet to the most southerly Southeast corner of same;

THENCE North 00 deg. 03 min. 54 sec. West along an East line of said Paloma Ranch Estates, Phase 2, a distance of 1,279.64 feet to an ell corner of same;

THENCE North 89 deg. 56 min. 06 sec. East along a South line of said Paloma Ranch Estates, Phase 2, a distance of 409.40 feet to the most easterly Southeast corner of said Paloma Ranch Estates, Phase 2, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,640.00 feet, a central angle of 53 deg. 27 min. 15 sec., and being subtended by a chord which bears South 29 deg. 39 min. 43 sec. West - 2,374.64 feet;

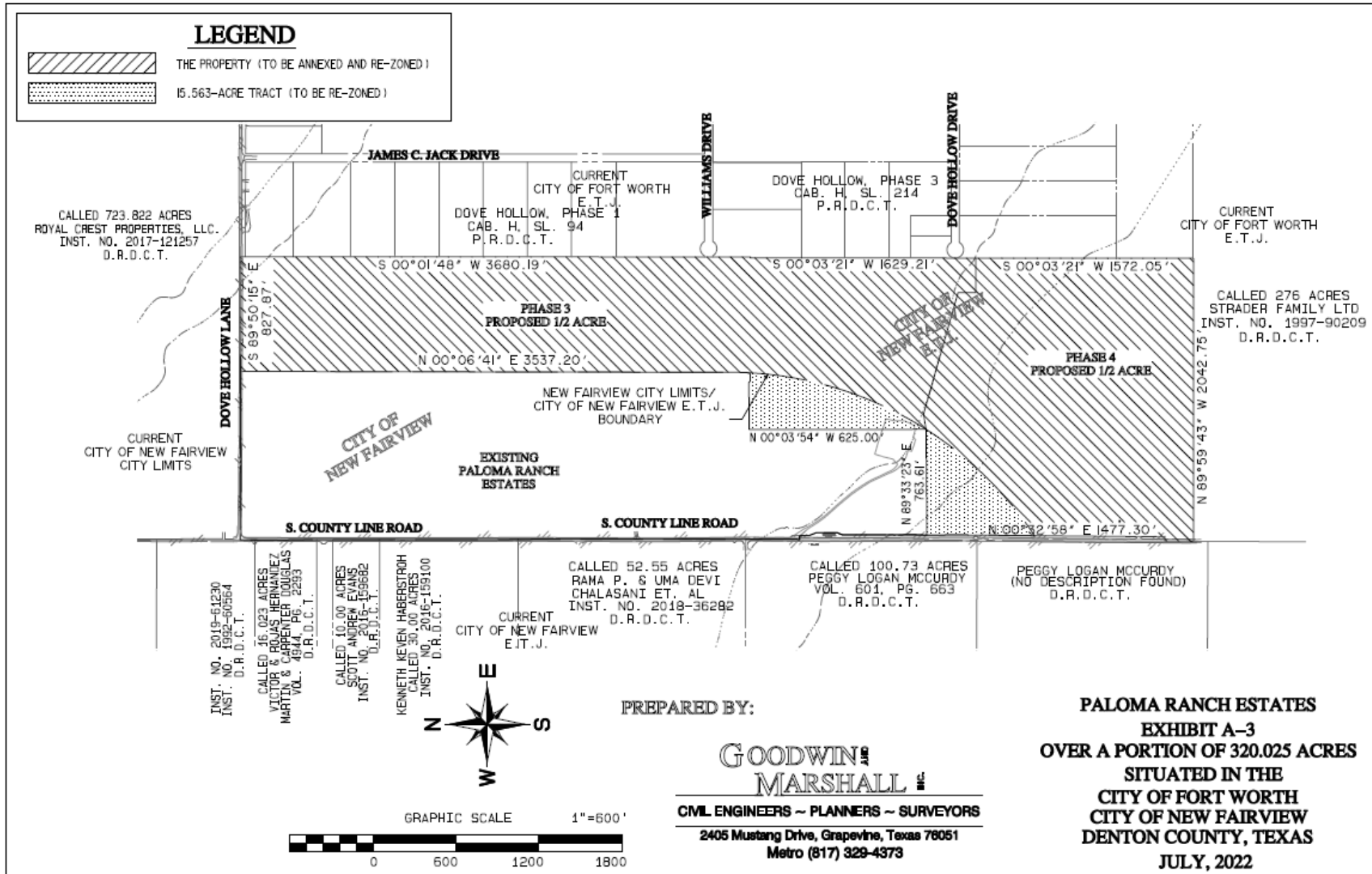
THENCE in a southwesterly direction departing said plat line and continue along said curve to the right, a distance of 2,463.00 feet to the West line of said 320.025 acre tract and the East right-of-way line of said South County Line Road;

THENCE North 00 deg. 32 min. 58 sec. East non-tangent to said curve and continue along said West line and East right-of-way line, a distance of 535.12 feet to a Point of Curvature of a circular curve to the left, having a radius of 2,530.00 feet, a central angle of 00 deg. 59 min. 35 sec., and being subtended by a chord which bears North 00 deg. 03 min. 11 sec. East - 43.85 feet;

THENCE in a northerly direction along said curve to the left, the West line of said 320.025 acre tract, and the East right-of-way line of said South County Line Road, a distance of 43.85 feet;

THENCE North 00 deg. 26 min. 37 sec. West tangent to said curve and continue along said West line and East right-of-way line, a distance of 198.51 feet to the **POINT OF BEGINNING**, containing 677,951 square feet or 15.563 acres of land, more or less.

Exhibit A-3 Map of 15.563-Acre Tract



**Exhibit D-1
Development Regulations for the 15.50-Acre Tract**

Minimum Lot Size and Dimensions	
Lot Area (sq. ft.)	21,780
Lot Width (feet)	100
Lot Width of corner Lots (feet)	110
Lot Depth (feet)	150
Dwelling Minimum Square Footage	2,300
Yard Requirements	
Front Yard minimum (feet)	25
Side Yard minimum (feet)	10
Side Yard of Corner Lots minimum (feet)	20
Rear Yard minimum (feet)	10
Rear Yard Double Front Lots minimum (feet)	20
Maximum Lot Coverage	40%
House Requirements	
Main structure maximum height (feet)	40
Accessory structure maximum height (feet)	14
Roof pitch minimum	6/12

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is executed between Dove Hollow Development, LLC (“Owner”, which as used herein shall include the current owner of the Property, as defined herein, and its successors and permitted assigns) and the City of New Fairview, Texas, a general law city (the “City”) (Owner and City being referred to individually as a “Party” and collectively as the “Parties”), to be effective on the Effective Date as defined in Section 13.10.

RECITALS

WHEREAS, Owner is the owner of approximately 140.246 acres of land (the “Property”, as further defined herein) situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas (the “County”) in the City’s extraterritorial jurisdiction (“ETJ”) described by metes and bounds on Exhibit A and shown on Exhibit B, which property is undeveloped; and

WHEREAS, Owner is the owner of an additional 179.779 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas (the “Adjacent Property”) immediately adjacent to the Property, as shown on Exhibit B, which is currently in the ETJ of the City of Fort Worth, Texas; and

WHEREAS, the Parties plan to request the City of Fort Worth release the Adjacent Property from the ETJ of the City of Fort Worth so that the Adjacent Property will be located in the City’s ETJ; and

WHEREAS, Owner intends that the Property be developed as a high-quality, master-planned community of single-family residences on minimum one-acre lots, pursuant to development regulations contained in this Agreement (the “Development”); and

WHEREAS, Owner desires the Property to be developed in accordance with the terms of this Agreement; and

WHEREAS, this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property or any portion thereof), and will provide regulatory certainty during the Term of this Agreement; and

WHEREAS, Owner will construct or cause to be constructed the infrastructure and improvements to serve the Property and the City shall have and exercise jurisdiction over the development of the Property as set forth in this Agreement; and

WHEREAS, the City shall exercise jurisdiction over the design, construction, installation, and inspection of roads, drainage, and other infrastructure to serve the Property, which shall be dedicated to the City; and

WHEREAS, the Property is within Aqua Texas, Inc.’s (“Aqua Texas”) water and

wastewater certificates of convenience and necessity ("CCN");

WHEREAS, the Parties intend that Aqua Texas or the then-current CCN-holder will provide retail water to the Property; and

WHEREAS, the Parties intend that the Property will be served by privately owned on-site septic systems; and

WHEREAS, infrastructure to provide retail water service to the Property shall be owned by Aqua Texas or the then-current CCN-holder; and

WHEREAS, the City Council has determined that this Agreement and the development of the Property described herein comply in all respects with the City's Comprehensive Plan to the extent such plan is applicable; and

WHEREAS, pursuant to Section 242.001(a)(3) of the Texas Local Government Code, the City has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, the Parties desire for the Property to be developed within the corporate limits of the City; and

WHEREAS, at the City's request, Owner has agreed to petition the City to annex the Property as consideration for this Agreement pursuant to the terms of this Agreement; and

WHEREAS, development of the Property within the City's corporate limits will increase the City's tax base; and

WHEREAS, the City intends that the City Council shall approve an ordinance annexing the Property not later June 15, 2020; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 et seq. of the Texas Local Government Code.

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

ARTICLE I. DEFINITIONS

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

City means the City of New Fairview, a general law municipality located in Wise and Denton Counties, Texas.

City Council means the City Council of the City.

City Engineer means Pacheco Koch Consulting Engineers, Inc.

Effective Date has the meaning set forth in Section 12.10.

End-Buyer means any owner, developer, tenant, user, or occupant of a Fully Developed and Improved Lot.

ETJ means extraterritorial jurisdiction.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of Denton County.

Governing Regulations has the meaning set forth in Section 2.01.

Mayor means the Mayor of the City.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Owner means Dove Hollow Development, LLC, and its successors or assigns.

Plat Review Fees shall have the meaning set forth in Section 4.01.

Plan Review Fees shall have the meaning set forth in Section 4.02.

Property means the 140.246 acres of undeveloped property located wholly in Denton County, Texas and described by metes and bounds and depicted on **Exhibit A**.

Public Infrastructure means roadways and associated drainage improvements needed to serve the Property and to be constructed by or on behalf of the City and dedicated to the City and benefiting the Property.

Structure means every structure designed or intended for human occupancy and every accessory structure intended for human occupancy constructed on the Property.

Subdivision Regulations shall have the meaning set forth in Section 2.01(a).

TCEQ means the Texas Commission on Environmental Quality.

ARTICLE II.
DEVELOPMENT REGULATIONS

Section 2.01 Governing Regulations. The Property shall be developed as a high-quality, master- planned community, consisting of one-acre minimum single-family residential lots served by on-site septic facilities and retail water services provided by Aqua Texas or the then-current CCN-holder. Development of the Property shall be governed solely by this Agreement and the following regulations (collectively, the “Governing Regulations”):

- (a) the City's Subdivision Regulations, consisting of Ordinance No. 1996-01-005, as amended by Ordinance No. 2001-11-0071, Ordinance No. 2001-12-0072, and Ordinance No. 2011-03-161 (the “Subdivision Regulations”) attached as **Exhibit C**;
- (b) building, plumbing, electrical, mechanical, and fire codes adopted by the City and uniformly enforced within the City's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to the building, fire, electrical, plumbing, mechanical, or other applicable codes and ordinances of the City that are uniformly applicable to similarly situated development within the City's corporate boundaries (the “Building Codes”);
- (c) development standards attached as **Exhibit D** (the “Development Standards”);
- (d) road standards as described herein (the “Road Standards”);
- (e) miscellaneous development conditions attached as **Exhibit E** (the “Miscellaneous Conditions”);
- (f) drainage standards attached as **Exhibit F** (the “Drainage Standards”); and
- (g) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement.

Section 2.02 Zoning. In the event of any conflict between this Agreement and any zoning ordinance adopted by the City Council applicable to the Property, the provisions of this Agreement will prevail, except as expressly agreed in writing by Owner, the City, and the owners of the portion of the Property subject to such zoning ordinance.

Section 2.03 Revisions to Concept Plan. Owner may revise the Concept Plan attached hereto as **Exhibit G**, from time to time provided the following conditions are met:

- (i) The proposed revision is approved, in writing, by the owners of all the property subject to the revision; and
- (ii) Dove Hollow Development, LLC approves the proposed revision in writing (provided the approval of each such entity shall be required only so long as such entity owns all or any portion of the Property); and

- (iii) The proposed revision maintains the required minimum one-acre lot size; and
- (iv) A copy of the revision is submitted to the City at least thirty (30) days before it takes effect.

Section 2.04 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the provision of the Agreement shall prevail.

ARTICLE III. DEVELOPMENT PROCESS

Section 3.01 Jurisdiction. Pursuant to Section 242.001(a)(3) of the Texas Local Government Code and as established by this Agreement, the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats for the Property and approval of plans for the Public Infrastructure in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the Term of this Agreement.

Section 3.02 Plats and Plans Required. Subdivision of the Property shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement.

- (a) All Public Infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations.
- (b) Owner shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal for construction of the Public Infrastructure shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the City Engineer or designee.
- (c) The City shall approve or disapprove plans and specifications, within thirty (30) days after receipt of a complete set of plans and supporting documents. In the event the City disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with one or more of the Governing Regulations or for life, safety, health or general welfare reasons which would require disapproval for a project in the City.
- (d) The City shall approve or disapprove revised plans and specifications submitted by Owner to address the City's reasons for disapproval pursuant to subsection (c) above, within fifteen (15) days after receipt by the City. In the event the City

disapproves of any revised plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with one or more of the Governing Regulations or for life, safety, health or general welfare reasons which would require disapproval for a project in the City. The Parties shall follow the process in this subsection (d) for all submittals of revised plans and specifications.

Section 3.03 Bonds, Insurance and Inspection of Public Infrastructure. When the plans and specifications have been approved and before any permit is issued for construction of Public Infrastructure on the Property, Owner shall submit to the City a Maintenance Bond, in a form acceptable to the City, in the sum of one hundred per cent (100%) of the total contract price for construction of such infrastructure and conditioned that the contractor will repair or replace all defects due to faulty material and/or workmanship that appear within two years from the date of final approval by the City. All Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations at Owner's cost by a City employee or third-party inspector retained by the City.

Section 3.04 Building Permits; Inspection of Structures; Certificates of Occupancy.

- (a) Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner, a Structure until a permit is issued by the City certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a "Building Permit"). Notwithstanding the Governing Regulations or any other provision of this Agreement to the contrary, Owner is entitled to issuance of a Building Permit upon compliance with this subsection (a), provided the property on which the Structure will be constructed is accessible by a paved road constructed in accordance with the Road Standards.
- (b) The City shall maintain a list of approved independent, certified and state licensed plan reviewers and inspectors (the "Approved List").
- (c) Building Permits shall be issued by the City. The plan review shall be completed by an independent, certified and state licensed third-party plan reviewer on the Approved List (each, an "Approved Plan Reviewer").
- (d) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure and the applicable plans and specifications, codes and ordinances. Inspections shall be performed by an independent, certified and state licensed third-party inspector on the Approved List (each, an "Approved Inspector"). Owner or the builder of a structure may contact an Approved Inspector directly to arrange for an inspection.
- (e) The builder constructing a Structure or the owner of the property on which a Structure is constructed shall (i) select an Approved Plan Reviewer and an

Approved Inspector for such Structure; (ii) submit an builder permit application at city hall and pay the builder permit fee and the plan review fee to cover the cost of the Approved Plan Reviewer and the Approved Inspector.

- (f) No Structure on the Property may be occupied until an Approved Inspector issues a certificate of occupancy, or similar permit, for the Structure. The certificate of occupancy shall be issued for a Structure once construction has been completed, the Structure has been inspected and determined to be in compliance with all of the Governing Regulations, and all Public Infrastructure, water infrastructure and sewer infrastructure to serve such Structure has been completed and accepted.

ARTICLE IV. **DEVELOPMENT FEES**

Section 4.01 Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's preliminary and final plat review and approval process (the "Plat Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property.

Section 4.02 Plan Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's review of plans and specifications for Public Infrastructure (the "Plan Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each set of plans and specifications. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property. Owner will also be responsible for fees equal to 4% of the Public Infrastructure cost for inspection of the Public Infrastructure by the City's designated inspector, plus laboratory and material testing deemed necessary by the City's inspector.

Section 4.03 Impact Fees. The City does not currently assess or collect impact fees. In the event the City adopts impact fees after the Effective Date, Owner shall not be required to pay any impact fees.

Section 4.04 Park Land Dedication. Owner shall have no required dedication of park land and improvements to the City and related payment of fees.

Section 4.05 On-site Septic System Permit Fees. Development of the Property shall be subject to the payment of all applicable fees for a permit for the installation and maintenance of an OSSF system in the City for each Structure to be paid by the builder constructing a Structure or the owner of the property on which a Structure is being built.

Section 4.05 Payment of Fees. Except for the fees set out above and the Building Permit and inspection fees described in Article III, no fees or charges of any kind shall be due and payable to the City in connection with development of the Property.

Section 4.06 Entry Features.

- (a) The main access to the Property will be at the intersection of South County Line Road and W. County Line Road, as shown on the Concept Plan, shall be designed as generally shown on **Exhibit H** attached hereto. Entry Features may be installed at such main entry as shown on **Exhibit H** attached hereto with an additional entry feature at the intersection of South County Line Road and Woodduck Court as shown on **Exhibit H**.

ARTICLE V.

PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

Section 5.01 Retail Water Service. Retail water service to the Property shall be provided by Aqua Texas in accordance with the agreement between Owner and Aqua Texas, or the then-current CCN-holder. Water infrastructure shall be constructed, operated and maintained at no cost to the City, unless the City becomes a retail water provider and agrees to provide retail water service to the Property.

Section 5.02 On-Site Septic Systems. Single family lots may be served by privately owned on-site septic systems, which shall be constructed in accordance with County and state standards. The builder constructing a Structure or the owner of the property on which a Structure is being built must obtain a permit from the City and pay the applicable permit fee, according to the City's fee schedule, for each on-site septic system and to comply with all procedures and inspections required by the City for the installation and maintenance of such systems.

Section 5.03 Road Standards.

- (a) The Property is bordered on the west by South County Line Road and on the north by Dove Hollow Lane (collectively, the "Perimeter Roads"). Owner shall dedicate right-of-way along the boundaries of the Property to the City for the Perimeter Roads. Developer is not required to make improvements to South County Line Road.
- (b) Owner shall dedicate all right-of-way to the City and construct all internal roads within the boundaries of the Property as standard fifty foot (50') right-of-way residential street cross sections with no sidewalk, thirty-one (31) feet of pavement back-to-back, 6-inch lime stabilized subgrade, 6-inch concrete pavement, mountable 6-inch curb, and two percent (2.0%) grade from the center line.

Section 5.04 Drainage. Owner shall construct drainage improvements on the Property in accordance with the Drainage Standards.

Section 5.05 Dedication, Ownership of Public Infrastructure. Owner shall dedicate the Public Infrastructure to the City, subject to Section 3.03.

Section 5.06 Oversized Infrastructure. The Public Infrastructure consists of drainage, stormwater facilities and roadway infrastructure necessary for, or for the service of and of benefit

to, and located within the Property. Owner shall not be required to construct or fund any oversizing of Public Infrastructure necessary to provide a benefit to land outside the Property or which exceeds the capacity needed to serve the Property, unless, at the completion of construction, the City pays Owner in full the increased cost directly attributable to the oversizing requested by the City.

**ARTICLE VI.
OWNERSHIP**

Section 6.01 Ownership; Maintenance and Operation. All of the Public Infrastructure shall be owned by the City upon completion of construction and acceptance of them by the City. Owner agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements for the Public Infrastructure to the City and the public. Upon inspection, approval, and acceptance of the Public Infrastructure or any portion thereof, the City shall maintain the Public Infrastructure to serve the Property.

**ARTICLE VII.
TERM OF AGREEMENT; TERMINATION**

Section 7.01 Term. The term of this Agreement shall be thirty (30) years after the Effective Date unless extended by mutual agreement of Owner and the City (as extended, the “Term”). Upon expiration of the Term, the City shall have no obligations under this Agreement with the exception of the maintenance and operation of the Public Infrastructure.

Section 7.02 Termination of Agreement. This Agreement may be terminated as to all of the Property at any time by mutual written consent of the City and Owner.

**ARTICLE VIII.
ANNEXATION**

Section 8.01 Annexation.

- (a) Owner shall, no later than May 4, 2020, submit a petition to the City requesting annexation of the Property.
- (b) The City may not annex the Property until this Agreement has been approved and signed by both parties. The City shall follow the annexation process set out in Section 43.0671, et seq., of the Texas Local Government Code.

**ARTICLE IX.
EVENTS OF DEFAULT; REMEDIES**

Section 9.01 Events of Default. No Party shall be in default under this Agreement until notice

of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

Section 9.02 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the Term.

ARTICLE X.

ASSIGNMENT AND ENCUMBRANCE

Section 10.01 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned to such Assignee. A copy of each assignment shall be provided to all Parties. Provided that the Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the Owner will be released from any rights and obligations under this Agreement as to the portion of the Property involved in such assignment, effective upon receipt of a copy of the

assignment by the City. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by consent to this Agreement by all lien holders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

Section 10.02 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner.

Section 10.03 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the City, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

Section 10.04 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

ARTICLE XI.

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

Section 11.01 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in

the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

Section 11.02 Releases. From time to time upon written request of Owner, the Mayor shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

Section 11.03 Estoppel Certificates. From time to time upon written request of Owner, the Mayor will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.

ARTICLE XII. ADDITIONAL PROVISIONS

Section 12.01 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 12.02 Notices. All Notices shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by e-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the City: City of New Fairview
Attn: Mayor
999 Illinois Lane
New Fairview, Texas
e-mail: citysecretary@newfairview.org

With a copy to: Bradley A. Anderle
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Ste 200
Fort Worth, Texas 76107
e-mail: banderle@toase.com

To Owner: Dove Hollow Development, LLC
Attn: Ben McCaslin
5950 Berkshire Lane, Ste 1250
Dallas, Texas 75225
e-mail: ben@dovehollowdev.com

Section 12.03 VESTED RIGHTS. THIS AGREEMENT SHALL CONSTITUTE A “PERMIT” WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS INCREASING THE PROTECTIONS PROVIDED TO OWNER BEYOND THOSE PROVIDED UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR AS CREATING ADDITIONAL PROTECTIONS FOR OWNER TO THOSE PROVIDED UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS THE INTENTION OF THE CITY AND OWNER THAT ALL OF THE RESTRICTIONS OR LIMITATIONS OF THE PROTECTIONS UNDER CHAPTER 245 WILL APPLY TO THE DEVELOPMENT OF THE PROPERTY JUST AS THEY WOULD FOR ANY OTHER PROPERTY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A “TAKING”, AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE CITY AFTER THE EFFECTIVE DATE. THE CITY DOES WAIVE: (A) ANY DEFENSES IT MAY HAVE TO SUCH RIGHTS AND CLAIMS BY OWNER; OR (B) ANY RIGHTS AND CLAIMS EXISTING UNDER CHAPTER 245 OR 212 OF THE TEXAS LOCAL GOVERNMENT CODE OR UNDER ANY OTHER PROVISION OF LAW.

Section 12.04 Authority and Enforceability. The City represents and warrants that this

Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171 et seq. of the Texas Local Government Code.

Section 12.05 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 2.01(b), this Agreement shall not be modified or amended except in writing signed by the City, Owner, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Owner elects to terminate the Agreement pursuant to Article VII.

Section 12.06 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be Denton County.

Section 12.07 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 12.08 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 12.09 Force Majeure. Each Party shall use good faith, due diligence and reasonable care

in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

Section 12.10 Effective Date. This Agreement will become effective on the later to occur of: (a) approval and authorization of this Agreement by the New Fairview City Council following the fulfillment of all notice and public meeting requirements of Texas law; and (b) execution by Owner or Owner's duly authorized representative.

Section 12.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 12.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 12.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

- | | |
|-----------|--|
| Exhibit A | Metes and Bounds Description of Property |
| Exhibit B | Map of Property |
| Exhibit C | Subdivision Regulations |
| Exhibit D | Development Standards |
| Exhibit E | Miscellaneous Conditions |
| Exhibit F | Drainage Standards |
| Exhibit G | Concept Plan |
| Exhibit H | Entry Monument Sign |

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

CITY OF NEW FAIRVIEW

By: [Signature]
Joe Wilson, Mayor

ATTEST:

By: [Signature]
Monica Rodriguez, City Secretary

APPROVED AS TO FORM:

[Signature]
Bradley A. Anderle, City Attorney

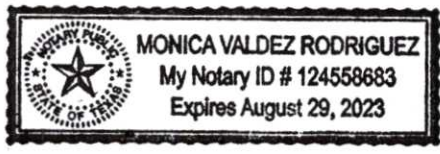
STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the 1 day of June, 2020, by Joe Wilson, Mayor of the City of New Fairview, Texas, on behalf of said city.

[Signature]
Notary Public, State of Texas



OWNER:

Dove Hollow Development, LLC,
A Texas limited liability company

By: Ben McCaslin

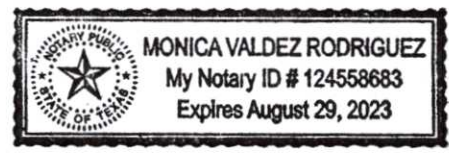
Title: Manager

Date: 6-1-20

STATE OF TEXAS §
 §
COUNTY OF Wise §

This instrument was acknowledged before me on the 1st day of June,
2020, by Ben McCaslin, the owner of Dove Hollow Development, LLC,
a Texas limited liability company, on behalf of such limited liability company.

Monica Rodriguez
Notary Public, State of Texas



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical analysis performed.

3. The third part of the document presents the results of the study, including a comparison of the different methods and techniques used. It discusses the strengths and weaknesses of each method and provides a summary of the findings.

4. The fourth part of the document discusses the implications of the study and provides recommendations for future research. It highlights the need for further investigation into the effectiveness of the different methods and techniques used.



**Joint City Council and Planning and Zoning Commission
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Annexation Service Agreement for Phases 3 and 4 of Paloma Ranch

DESCRIPTION:

Discuss and consider action approving an annexation service agreement between the City of New Fairview and Dove Hollow Development LLC for 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

BACKGROUND INFORMATION:

With the annexation of 179.779 acres in the southeast corner of the City of New Fairview, the City must enter into an Annexation Service Agreement with Dove Hollow Development, LLC. This agreement is required by Section 43.0672 of the Texas Local Government Code and addresses the provision of services to the annexed area.

Staff recommends approval of the Annexation Services Agreement.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an annexation services agreement between the City of New Fairview and Dove Hollow Development LLC for 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

ATTACHMENT(S):

1. Annexation Service Agreement

**ANNEXATION SERVICE AGREEMENT BETWEEN
THE CITY OF NEW FAIRVIEW AND DOVE HOLLOW DEVELOPMENT, LLC**

As required by Section 43.0672 of the Texas Local Government Code, this Annexation Service Agreement (this “Agreement”) shall serve as a written agreement between the City of New Fairview, Texas (the “City”) and Dove Hollow Development, LLC (the “Parties”) concerning the provision of services to the territory described in the attached and incorporated Exhibit A and depicted in the attached and incorporated Exhibit B (the “Annexed Area”).

A. The Parties agree as follows concerning the services that are to be provided within the Annexed Area on the effective date of the annexation:

1. POLICE PROTECTION

The City currently provides limited police protection within the City by contract with the Wise County Sheriff’s Department. In addition to the City’s contract for limited provision of police protection, police protection may be available through the Denton County Sheriff’s Department.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City currently contracts with the Justin Volunteer Fire Department to provide fire protection or emergency medical services to the portions of the City located within Denton County. Fire protection and emergency medical services may also be available through Denton County.

3. SOLID WASTE COLLECTION

At the present time the City is using Frontier Waste Solutions as the designated, specified contractor for collection of solid waste and refuse within the city limits of the City. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the Annexed Area to the extent that the City’s contractor has access to the area to be serviced.

The City may not prohibit the collection of solid waste in the Annexed Area by a privately owned solid waste management service provider or offer solid waste management services in the Annexed Area for two years after the date of annexation of the Annexed Area, unless a privately owned solid waste management service provider is unavailable. The City is not required to provide solid waste collection services to a person who continues to use the services of a privately owned solid waste management service provider that continues in operation in the Annexed Area.

4. OPERATION AND MAINTENANCE OF WATER AND WASTEWATER FACILITIES

The City does not own, operate or maintain any water or wastewater facilities in the Annexed Area. Consequently, the City has no duty to operate or maintain water and wastewater facilities within the Annexed Area as of the annexation date. The water in the Annexed Area will be provided by Aqua Texas, and the wastewater service will be provided by onsite septic systems.

5. OPERATION AND MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways in the Annexed Area which have been dedicated to the City or which are owned by the City shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use, and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City pursuant to the rules, regulations and fees of such utility.

6. OPERATION AND MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

There are currently no parks, playgrounds, or swimming pools in the Annexed Area. Consequently, the City has no duty to operate or maintain parks, playgrounds, and swimming pools within the Annexed Area as of the annexation date.

7. MAINTENANCE OF MUNICIPALLY OWNED FACILITIES, BUILDINGS OR MUNICIPAL SERVICES

There are currently no municipally owned facilities, buildings, or other municipal services in the Annexed Area. Consequently, the City has no duty to operate or maintain municipally owned facilities, buildings, or other municipal services within the Annexed Area as of the annexation date.

B. The Parties agree on the following schedule for the City to provide services that are not provided within the Annexed Area on the effective date of the annexation:

1. If the City commences providing police protection, fire protection, ambulance service or other public safety services within the City, the City shall provide such services within the Annexed Area on the same schedule and the same terms as such services are provided in other areas of the City.

2. If the City commences providing any other services that are generally available within the City limits, the City will provide such services within the Annexed Area on the same schedule and the same terms as such services are provided in other areas of the City. It is the Parties' intent that the City will provide all services within the Annexed Area for which the City assesses and collects taxes within the Annexed Area.

3. The City will operate and maintain any municipally owned facility or building constructed within the Annexed Area.

The Parties agree that the terms of this Agreement will not provide any fewer services, and it will not provide a lower level of service in the Annexed Area than were in existence in such area at the time immediately preceding the annexation process.

The Parties agree that the City is not required to provide a service in the Annexed Area that is not included in this Agreement.

EXECUTED ON THIS ____ DAY OF _____, 2022.

City of New Fairview, Texas

Mayor

ATTEST:

City Secretary

Dove Hollow Development, LLC,
A Texas limited liability company

By: _____

Title: _____

Exhibit A (ANNEXED AREA)

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Instrument No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to wit:

BEGINNING at a P.K. nail set stamped “GOODWIN & MARSHALL” for the Northeast corner of said 320.025 acre tract, the Northwest corner of Dove Hollow, Phase 1 as recorded in Cabinet H, Slide 94 of the Plat Records of Denton County, Texas (PRDCT), being in the South line of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), and being in the approximate centerline of Dove Hollow Lane;

THENCE South 00 deg. 01 min. 48 sec. West departing said South line and centerline and continue along the East line of said 320.025 acre tract and the West line of said Dove Hollow, Phase 1, a distance of 3,680.19 feet to a 1/2" capped iron rod set stamped “GOODWIN & MARSHALL”;

THENCE North 88 deg. 52 min. 22 sec. West along said East and West lines, a distance of 6.71 feet to a 4" steel fence corner;

THENCE South 00 deg. 03 min. 21 sec. West along the East line of said 320.025 acre tract, the West line of said Dove Hollow, Phase 1, and the West line of Dove Hollow, Phase 3 as recorded in Cabinet H, Slide 214 (PRDCT), a distance of 3,201.26 feet to a 1/2" capped iron rod found stamped "5439" for the Southeast corner of said 320.025 acre tract;

THENCE North 89 deg. 59 min. 43 sec. West along the South line of said 320.025 acre tract, a distance of 2,042.75 feet to a P.K. nail set with washer stamped “GOODWIN & MARSHALL” for the Southwest corner of said 320.025 acre tract and being in the approximate centerline of South County Line Road;

THENCE North 00 deg. 15 min. 48 sec. East along the West line of said 320.025 acre tract and said center line, a distance of 206.48 feet to a P.K. nail set with washer stamped “GOODWIN & MARSHALL” for the Southwest corner of a called 1.789 acre right-of-way dedication recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

THENCE South 89 deg. 27 min. 02 sec. East along the West line of said 320.025 acre tract and said right-of-way dedication, a distance of 31.15 feet to a 1/2" capped iron rod set stamped “GOODWIN & MARSHALL”;

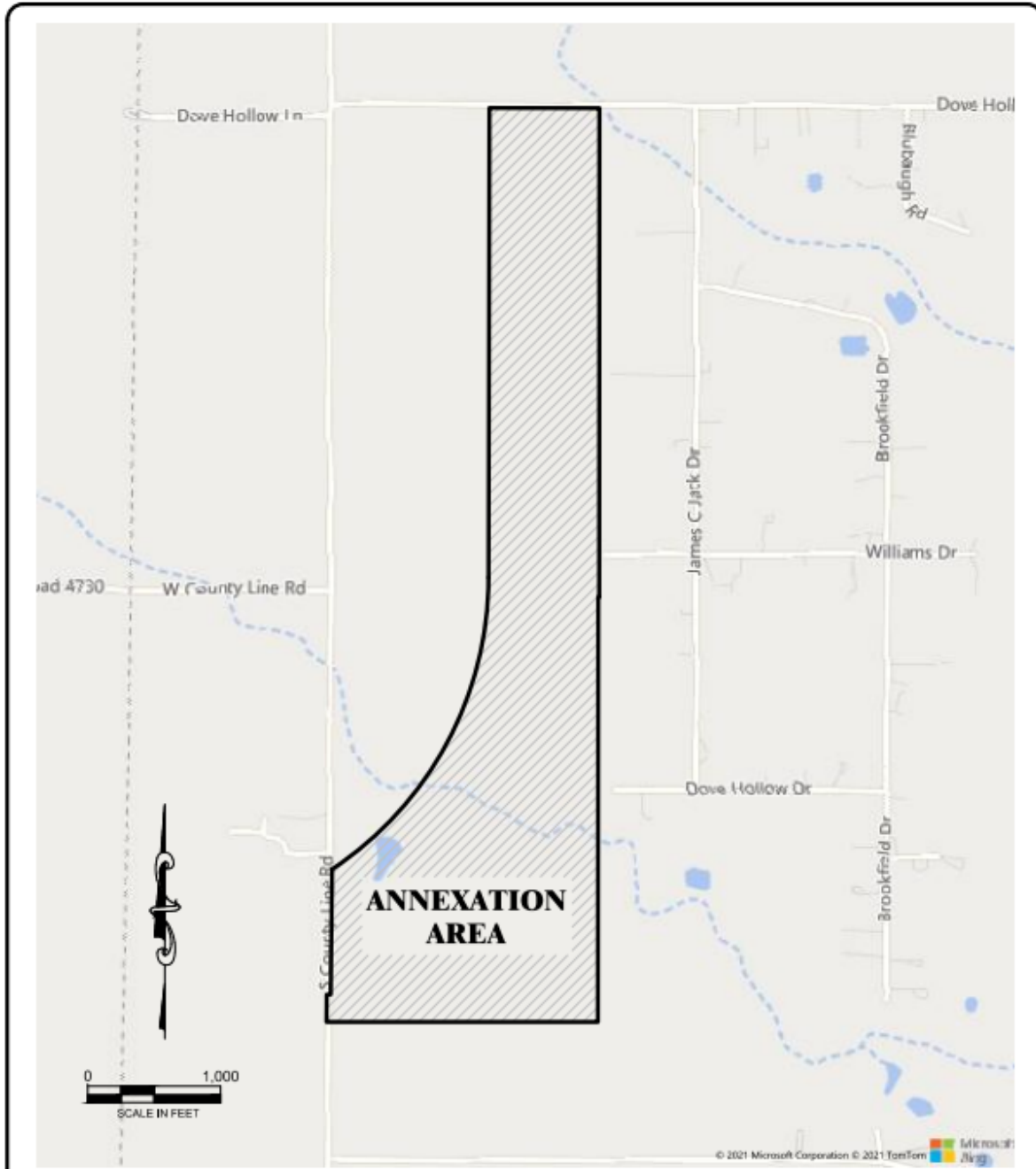
THENCE North 00 deg. 32 min. 58 sec. East along said West line and right-of-way dedication, a distance of 942.18 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears North 28 deg. 12 min. 06 sec. East-2,494.05 feet;

THENCE in a northeasterly direction departing said West line and right-of-way dedication and continue along said curve to the left, a distance of 2,597.57 feet;

THENCE North 00 deg. 06 min. 41 sec. East, a distance of 3,537.20 feet to the North line of said 320.025 acre tract, the South line of said 723.822 acre tract, and being in the approximate centerline of said Dove Hollow Lane;

THENCE South 89 deg. 50 min. 15 sec. East along said North and South line and said approximate centerline, a distance of 827.87 feet to the POINT OF BEGINNING, containing 7,831,152 square feet or 179.779 acres of land, more or less.

Exhibit B (ANNEXED AREA)



GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS – PLANNERS – SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373

TPRC REGISTRATION # 742944
TPRS # 1000708

ANNEXATION MAP



Joint City Council and Planning and Zoning Commission
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Public Hearing for the Annexation of 179.779 acres

DESCRIPTION:

Hold a public hearing and consider an Ordinance for the Annexation of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

BACKGROUND INFORMATION:

Paloma Ranch Estates is an existing development in the southeast corner of the City of New Fairview. Phases 1 and 2 were annexed into the City by Ordinance 2020-15-210 on July 13, 2020. The developer, Dove Hollow Development, LLC is requesting to annex into the City an additional 179.779 acres to continue the Paloma Ranch Estates subdivision. The new annexation would bring a proposed two new phases of the development into the City Limits of the City of New Fairview. Annexation allows the City of New Fairview to set the zoning of a property, establish the levying of ad valorem taxes on the property and any subsequent subdivision of the property and charge roadway impact fees on new development within the annexed area. An Annexation Services Plan has been developed for this annexation.

Staff recommends approval of the Ordinance.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an Ordinance for the Annexation of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

ATTACHMENT(S):

1. Ordinance 202207-01-238

ORDINANCE NO. 202207-01-238

AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY LIMITS OF NEW FAIRVIEW, TEXAS OF PROPERTY DESCRIBED IN EXHIBIT “A” AND DEPICTED ON EXHIBIT “B”, ATTACHED HERETO, AND LOCATED WITHIN THE CURRENT EXTRA TERRITORIAL JURISDICTION OF THE CITY OF NEW FAIRVIEW, TEXAS, FOR ALL MUNICIPAL PURPOSES; DIRECTING AMENDMENT OF THE OFFICIAL MAPS; ESTABLISHING THE RIGHTS AND DUTIES OF INHABITANTS IN THE ANNEXED AREA; PROVIDING FOR FILING NOTICE OF THIS ANNEXATION IN THE DEED RECORDS OF DENTON COUNTY AND WITH THE DENTON COUNTY APPRAISAL DISTRICT; APPROVING A SERVICE AGREEMENT FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE EXCLUSION OF AREAS EXCEPTED FROM ANNEXATION, IF ANY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas is a Type A general-law municipality located in Wise and Denton Counties, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and,

WHEREAS, the property owner, Dove Hollow Development, LLC, has submitted a proper petition requesting the annexation of the hereinafter described property (the “Annexed Area”); and,

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed Annexed Area was held before the City Council of the City of New Fairview; and,

WHEREAS, all of the Annexed Area described herein is within the exclusive extraterritorial jurisdiction of the City of New Fairview and is contiguous to the city limits; and,

WHEREAS, an Annexation Service Agreement has been negotiated and entered into with the owner of the Annexed Area for the provision of municipal services in the area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS:

**SECTION 1.
ANNEXATION**

That all portions of the following property (the “Annexed Area”) located in Denton County, Texas, are hereby annexed to the City of New Fairview as a part of the city for all municipal purposes, and the city limits are extended to include such Annexation Area: being all that certain parcel of land situated in a portion of the James. C. Jack Survey, Abstract No. 679, Denton County, Texas and being a part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Instrument No. 2020-19757 of the Deed Records of Denton County, Texas, and being more particularly described in Exhibit “A” and depicted in Exhibit “B,” both exhibits being attached to and incorporated into this Ordinance for all purposes.

**SECTION 2.
RIGHTS AND DUTIES OF OWNERS AND
INHABITANTS IN NEWLY ANNEXED AREA**

The owners and inhabitants of the Annexed Area are entitled to all of the rights and privileges of all other citizens and property owners of the City of New Fairview, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted, except as otherwise provided by agreements between the property owners and the City.

**SECTION 3
OFFICIAL MAP**

The official map and boundaries of the City, previously adopted, are amended to include the Annexed Area as a part of the City of New Fairview, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City and to add the Annexed Area as required by law. A copy of the revised map shall be filed with Denton County Appraisal Districts.

**SECTION 4
FILING CERTIFIED COPY**

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the Public Records of the county clerk of Denton County, Texas and with the Denton County Appraisal District.

**SECTION 5
SERVICE AGREEMENT**

The City has entered into an Annexation Service Agreement with Dove Hollow Development, LLC concerning the services to be provided in the Annexed Area.

**SECTION 6
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the City of New Fairview, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 7
SEVERABILITY CLAUSE**

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of New Fairview, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of New Fairview every part of the Annexed Area described in Exhibits A and B, attached hereto, , regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the property description attached hereto as Exhibit A and B any lands or area which are presently part of and included within the limits of any other City, Town, or Village, for which permission is not granted for New Fairview to annex the same, such area is hereby excluded and excepted from the Annexed Area to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

**SECTION 9
ENGROSS AND ENROLL**

The City Secretary of the City of New Fairview is directed to engross and enroll this ordinance by copying the caption, publication clause and effective date clause in the minutes of the City Council, by filing the ordinance in the ordinance records of the City and as otherwise required by this ordinance.

**SECTION 10
EFFECTIVE CLAUSE**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 18TH DAY OF JULY, 2022.

John R. Taylor, Mayor

ATTEST:

Brooke Boller, City Secretary

**EXHIBIT A
LEGAL DESCRIPTION**

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Instrument No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a P.K. nail set stamped “GOODWIN & MARSHALL” for the Northeast corner of said 320.025 acre tract, the Northwest corner of Dove Hollow, Phase 1 as recorded in Cabinet H, Slide 94 of the Plat Records of Denton County, Texas (PRDCT), being in the South line of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), and being in the approximate centerline of Dove Hollow Lane;

THENCE South 00 deg. 01 min. 48 sec. West departing said South line and centerline and continue along the East line of said 320.025 acre tract and the West line of said Dove Hollow, Phase 1, a distance of 3,680.19 feet to a 1/2” capped iron rod set stamped “GOODWIN & MARSHALL”;

THENCE North 88 deg. 52 min. 22 sec. West along said East and West lines, a distance of 6.71 feet to a 4” steel fence corner;

THENCE South 00 deg. 03 min. 21 sec. West along the East line of said 320.025 acre tract, the West line of said Dove Hollow, Phase 1, and the West line of Dove Hollow, Phase 3 as recorded in Cabinet H, Slide 214 (PRDCT), a distance of 3,201.26 feet to a 1/2” capped iron rod found stamped “5439” for the Southeast corner of said 320.025 acre tract;

THENCE North 89 deg. 59 min. 43 sec. West along the South line of said 320.025 acre tract, a distance of 2,042.75 feet to a P.K. nail set with washer stamped “GOODWIN & MARSHALL” for the Southwest corner of said 320.025 acre tract and being in the approximate centerline of South County Line Road;

THENCE North 00 deg. 15 min. 48 sec. East along the West line of said 320.025 acre tract and said centerline, a distance of 206.48 feet to a P.K. nail set with washer stamped “GOODWIN & MARSHALL” for the Southwest corner of a called 1.789 acre right-of-way dedication recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

THENCE South 89 deg. 27 min. 02 sec. East along the West line of said 320.025 acre tract and said right-of-way dedication, a distance of 31.15 feet to a 1/2” capped iron rod set stamped “GOODWIN & MARSHALL”;

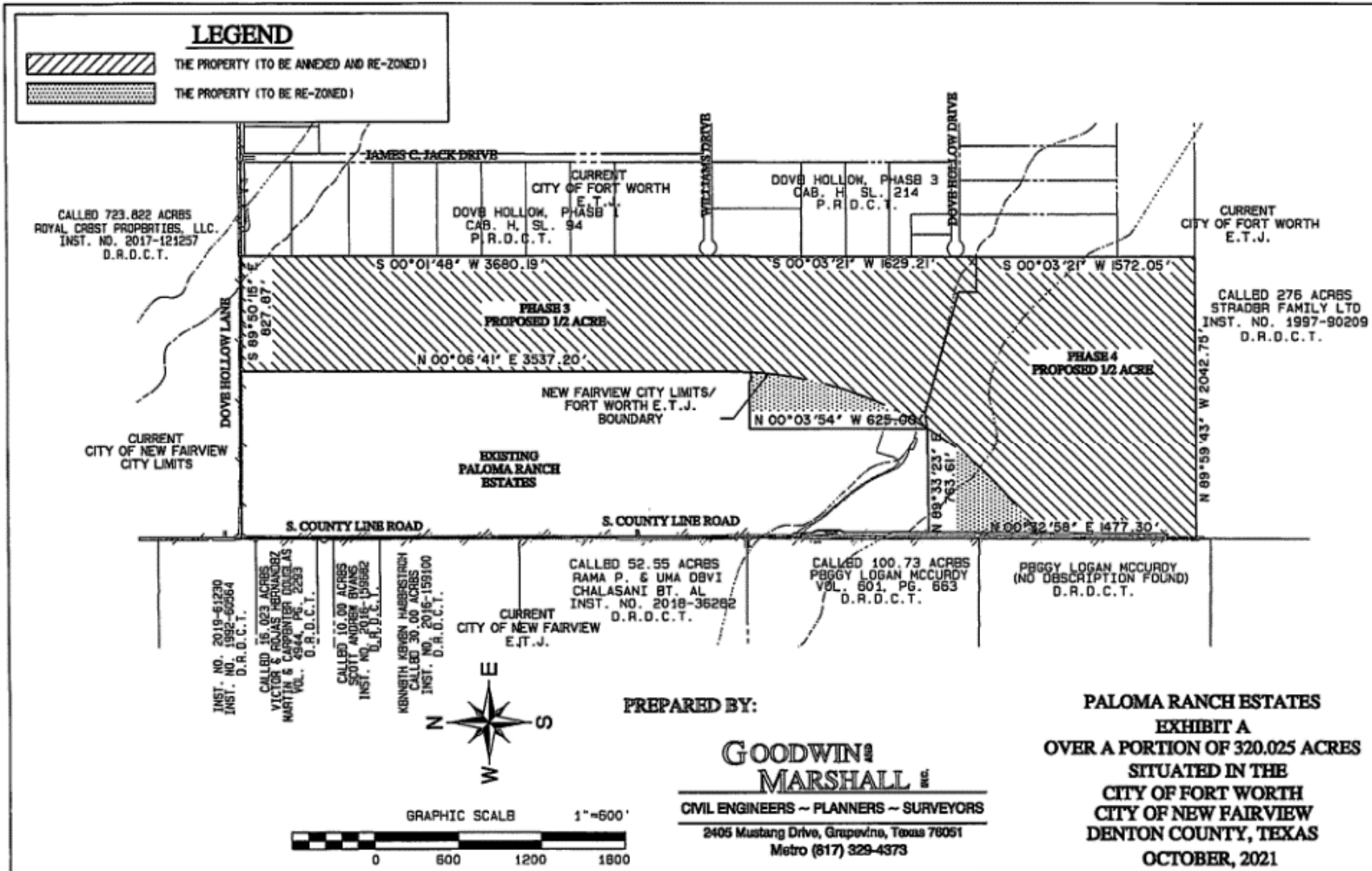
THENCE North 00 deg. 32 min. 58 sec. East along said West line and right-of-way dedication, a distance of 942.18 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears North 28 deg. 12 min. 06 sec. East – 2,494.05 feet;

THENCE in a northeasterly direction departing said West line and right-of-way dedication and continue along said curve to the left, a distance of 2,597.57 feet;

THENCE North 00 deg. 06 min. 41 sec. East, a distance of 3,537.20 feet to the North line of said 230.025 acre tract, the South line of said 723.822 acre tract, and being in the approximate centerline of said Dove Hollow Lane;

THENCE South 89 deg. 50 min. 15 sec. East along said North and South line and said approximate centerline, a distance of 827.87 feet to the **POINT OF BEGINNING**, containing 7,831,152 square feet or 179.779 acres of land, more or less.

EXHIBIT B MAP





**Joint City Council and Planning and Zoning Commission
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Public Hearing for the Zoning of 179.779 acres

DESCRIPTION:

Hold a public hearing and consider an Ordinance for the Zoning of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas, and rezoning of 15.563 acres currently zoned (PD) Planned Development generally located east of S. County Line Road and south of Dove Hollow Lane to (PD) Planned Development for single family residential on one half (1/2) acre lots.

BACKGROUND INFORMATION:

Paloma Ranch Estates is an existing development in the southeast corner of the City of New Fairview. The developer, Dove Hollow Development, LLC is requesting to zone 179.779 acres annexed by Council action into the City and additional 15.563 acres currently zoned (PD) Planned Development. The total area being asked for zoning is 195.342 acres. Newly annexed property is automatically zoned (A) Agricultural into the City and the 15.563 acres has been zoned for one acre lots. The P&Z and Council are asked to approve an ordinance which would allow the development of one half (1/2) acre lots.

The zoning ordinance controls the development of this property and has exhibits which are tied to the lot layout of the property. If approved, the lots will be required to conform to the standards of the ordinance. The minimum lot size for Phases 3 and 4 are 21,780 SF or one half (1/2) acre lots. The homes will be setback twenty-five (25') feet from the front boundary line of each lot. Lots which face onto S. County Line Road and Dove Hollow Lane will have a mixture of shared and single driveways to limit the number of drive approaches on these surrounding roads. Exhibit E1 of the proposed zoning ordinance details where the driveways will be located. All other lots in the subdivision will have driveways which will access internal streets. There will be street connections to the first two phases of Paloma Ranch Estates.

Ten (10') foot sidewalks will be installed along the perimeter of the development adjacent to the residential units. Additional internal six (6') foot sidewalks will be placed to connect to the

external trails. Monument signage for the development will be placed on both the S. County Line Road and Dove Hollow Lane frontages to the development.

Staff recommends approval of the Ordinance.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS FOR PLANNING AND ZONING:

I move to **Recommend Approval/Denial** of Ordinance 202207-02-239 for the Zoning of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas, and rezoning of 15.563 acres currently zoned (PD) Planned Development generally located east of S. County Line Road and south of Dove Hollow Lane to (PD) Planned Development for single family residential on one half (1/2) acre lots.

RECOMMENDED MOTIONS FOR CITY COUNCIL:

I move to **Approve/Deny** Ordinance 202207-02-239 for the Zoning of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas, and rezoning of 15.563 acres currently zoned (PD) Planned Development generally located east of S. County Line Road and south of Dove Hollow Lane to (PD) Planned Development for single family residential on one half (1/2) acre lots.

ATTACHMENT(S):

1. Ordinance 202207-02-239

CITY OF NEW FAIRVIEW, TEXAS

ORDINANCE NO. 202207-02-239

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF NEW FAIRVIEW ADOPTED BY ORDINANCE NO. 2010-01-149 BY DESIGNATING THE ZONING OF A PARCEL OF LAND BEING APPROXIMATELY 179.779 ACRES OF LAND IN THE JAMES C. JACK SURVEY, ABSTRACT NO. 679, DENTON COUNTY, TEXAS, GENERALLY BORDERED ON THE NORTH BY DOVE HOLLOW LANE AND ON THE WEST BY SOUTH COUNTY LINE ROAD, FROM "A" AGRICULTURAL TO PD - PLANNED DEVELOPMENT FOR SINGLE-FAMILY RESIDENTIAL WITH MINIMUM ONE-HALF ACRE LOTS; BY DESIGNATING THE ZONING OF A PARCEL OF LAND BEING APPROXIMATELY 15.563 ACRES OF LAND IN THE JAMES C. JACK SURVEY, ABSTRACT NO. 679, DENTON COUNTY, TEXAS, GENERALLY BORDERED ON THE NORTH BY DOVE HOLLOW LANE AND ON THE WEST BY SOUTH COUNTY LINE ROAD FROM PD-PLANNED DEVELOPMENT FOR SINGLE-FAMILY RESIDENTIAL WITH MINIMUM ONE-ACRE LOTS TO PD-PLANNED DEVELOPMENT FOR SINGLE-FAMILY RESIDENTIAL WITH MINIMUM ONE-HALF ACRE LOTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas (the "City") is authorized by Section 211.005, "Districts" of the Texas Local Government Code to zone property into districts; and

WHEREAS, the owner of the parcel of land within the City, being approximately 195.342 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas located on the southeast corner of the City and generally bordered on the north by Dove Hollow Lane and on the west by South County Line Road (the "Property"), initiated this amendment to the City's zoning map; and

WHEREAS, the Property is described by metes and bounds in **Exhibit B** and depicted in the Zoning Exhibit attached as **Exhibit A**, which are incorporated into this ordinance for any and all purposes; and

WHEREAS, approximately 15.563 acres of the Property is zoned PD-Planned development for single-family residential with minimum one-acre lots pursuant to Ordinance No. 2020-18-210; and

WHEREAS, the City and Dove Hollow Development, LLC entered into that certain Development Agreement dated July 18, 2022, governing development of the remainder of the Property, consisting of approximately 179.779 acres of land, pursuant to Section 212.171, et seq. of

the Texas Local Government Code; and

WHEREAS, such 179.779 acres of land was annexed into the City limits by Ordinance No. 202207-01-237 on July 18, 2022; and

WHEREAS, the City Council of the City has published and mailed notices of public hearings in compliance with Chapter 211 of the Local Government Code; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on the requested zoning for the Property on July 18, 2022, and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing on July 18, 2022, with respect to the zoning described herein; and

WHERE AS, the City Council finds that the proposed zoning is consistent with the goals and objectives of the City and is necessary to lessen the congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; and avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and to encourage the most appropriate use of land throughout the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS:

SECTION 1

Planned Development/Single-Family Residential

Legal Description: The tract of land being approximately 195.342 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas, and more specifically described in **Exhibit B** and depicted in **Exhibit A**, which exhibits are incorporated into this ordinance as if specifically set forth.

Zoning Change: Approximately 179.779 acres of the Property is hereby rezoned From “A” Agricultural to PD-Planned Development for Single-Family Residential with minimum one-half acre lots and on-site septic systems and approximately 15.563 acres of the Property is hereby rezoned from PD-Planned Development for Single-Family Residential with minimum one-acre lots and on-site septic systems to PD-Planned Development for Single-Family Residential with minimum one-half acre lots and on-site septic systems, in accordance with the following regulations:

1. Permitted uses:
 - a. Detached single-family residential dwellings and accessory structures
 - b. Athletic fields (noncommercial)

- c. Schools (private or public)
- d. Marketing and sales centers associated with the development of the Property
- e. Temporary construction offices and storage yards associated with development of the Property
- f. Home occupations by Section 25 of the New Fairview Zoning Ordinance.
- g. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
- h. Recreation centers, pools
- i. Communication towers and related facilities, as authorized in residentially zoned districts by Section 30.3 of the New Fairview Zoning Ordinance
- j. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of ninety (90) days
- k. Agricultural uses; provided, however, agricultural uses shall be prohibited on land included within an approved final plat.
- l. Drilling and production of natural gas - if any gas well site shown on the Concept Plan is abandoned, such area may be used for any permitted use.

2. Development standards:

Minimum Lot Size and Dimensions	
Lot Area (sq. ft.)	21,780
Lot Width (feet)	100
Lot Width of corner Lots (feet)	110
Lot Depth (feet)	150
Dwelling Minimum Square Footage	2,300
Yard Requirements	
Front Yard minimum (feet)	25
Side Yard minimum (feet)	10
Side Yard of Corner Lots minimum (feet)	20
Rear Yard minimum (feet)	10
Rear Yard Double Front Lots minimum (feet)	20

Maximum Lot Coverage	40%
House Requirements	
Main structure maximum height (feet)	40
Accessory structure maximum height (feet)	14
Roof pitch minimum	6/12

3. Special Conditions:

- a. Three-tab roofing shall not be permitted.
- b. No alleys shall be required, and garage doors may face the street.
- c. Development of the Property shall be in accordance with the attached Concept Plan, attached hereto as **Exhibit D**, which exhibit consists of 1 page and is incorporated into this ordinance for any and all purposes.
- d. The minimum standard street section shall be thirty-one (31') feet b-b pavement with rollover curbs, as shown on the attached **Exhibit C** which exhibit consists of 1 page and is incorporated into this ordinance for any and all purposes.
- e. The minimum right-of-way shall be fifty (50') feet.
- f. Driveway Access for the perimeter lots fronting County Line Road and Dove Hollow Lane shall be allowed in general accordance with the attached Driveway Access Display, attached, hereto as **Exhibits E.1 and E.2** which exhibits consist of two (2) pages and are incorporated into this ordinance for any and all purposes; and
- g. No sidewalks, handicap ramps nor hike and bike trails shall be installed in the project except as shown in the **Exhibit F**, Park, Trail and Entry Monument Plan
- h. No tree ordinance shall apply. Each builder shall plant or preserve a minimum of three (3) three-inch trees on each lot.
- i. All lot purchasers will be required by deed to be members of a homeowners' association.
- j. Accessory buildings may be metal on a concrete slab.

- k. Parking shall be in accordance with the parking table attached as **Exhibit G**.
- l. Fence requirements: No fence requirements apply.
- m. Structures shall be set back at least one hundred and fifty (150') feet from existing well heads.
- n. Project Monumentation shall be installed in general conformance with **Exhibit F**.

SECTION 2 Signs

The following sign regulations apply to the Property:

1. **Signage**. All signage provided on the Property shall conform to the standards defined below. If the City has one or more sign regulations that are more permissive than the standards, set out below, Owner may elect to comply with such City regulation.
2. **Development Main Identification**. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.
 - a. **Number and Location**. A maximum of one sign shall be permitted at each main entry to the development located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.
 - b. **Sign Faces**. A maximum of two sign faces shall be permitted.
 - c. **Maximum Surface Area**. A maximum surface area of thirty (30) square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building materials is used, the maximum sign face area for such decorative treatment may be expanded twenty-four (24) inches measured from the sign face area in each cardinal direction.
 - d. **Maximum Height**. The sign shall not exceed eight (8') feet from average finished grade.
 - e. **Time Period**. Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.
3. **Neighborhood Identification**. Neighborhood Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood within an overall development.

- a. Number and Location. A maximum of one sign shall be permitted at the main entry to each neighborhood. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of fifty (50) square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded twenty-four (24”) inches measured from the sign face area in each cardinal direction.
 - d. Maximum Height. The sign shall not exceed ten (10’) feet from average finished grade.
 - e. Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.
4. On-site Directional. On Site Directional signage within developments and subdivisions shall be for communicating directions and facility information including on-site services. On-Site Directional signage shall be of a similar type and style throughout the development. On-Site Directional signage shall be constructed as permanent signage.
- a. Number and Location. There shall be no maximum number of on-site directional signs, provided the signs are located a minimum of two hundred (200’) feet from the perimeter of the overall development. If On-Site Directional signage is proposed within two hundred (200’) feet of the perimeter of the development, then the total number of signs within two hundred (200’) feet of the perimeter of the development will be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld. The specific locations of all proposed On-Site Directional signs shall be subject to approval of a Master Sign Plan with permits not to be unreasonably withheld
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of six (6) square feet shall be permitted for each sign face. In such case where the sign is proposed to be mounted on a columnar structure, the maximum surface area of the overall structure shall be one hundred forty (140) square feet for rectangular structures and one hundred ten (110) square feet for cylindrical structures.
 - d. Maximum Height. The maximum height of the overall sign structure shall not exceed seven (7’) feet from average finished grade.
 - e. Time Period. On-Site Directional signs are intended to be permanent in ' nature

and shall be allowed for the life of the development.

5. Off-Site Directional. Off-Site Directional signs shall be a temporary sign permitted in order to communicate directional information to the overall tract and/or for individual parcels without frontage on a thoroughfare.
 - a. Number and Location. A maximum of two (2) signs shall be permitted for the overall development and one (1) sign for each additional internal individually platted parcel. Off-Site Directional signs shall be permitted in the following locations.
 - i. On a parcel abutting the parcel identified on the directional sign.
 - ii. On a parcel subject to a recorded document insuring ingress and egress to the parcel identified on the off-site directional sign.
 - iii. On a parcel adjacent to an arterial or collector street. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably held.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of fifty (50) square feet shall be permitted for each sign face.
 - d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
 - e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.
6. Model Home/Community Center. A Model Home/Community Center sign shall be a temporary sign with the purpose of identifying a model home or community center as being the builder or contractor's model open to the public for inspection.
 - a. Number and Location. A maximum of one (1) sign shall be permitted for each model home and/or community center. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of twenty (20) square feet shall be permitted for each sign face.
 - d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
 - e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

7. Neighborhood Builder. A Neighborhood Builder sign shall be a temporary sign with the purpose of identifying individual builders and pricing information within the neighborhood.
 - a. Number and Location. A maximum of two (2) signs shall be permitted for each neighborhood. Signs shall be located on the applicable neighborhood tract and shall not be located in any public right-of-way.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of twenty (20) square feet shall be permitted for each sign face.
 - d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
 - e. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

8. Builder Lot. A Builder Lot sign shall be a temporary sign with the purpose of identifying an individual lot or parcel for sale within the development.
 - a. Number and Location. A maximum of one (1) sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
 - b. Sign Faces. A maximum of one (1) sign face shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of six (6) square feet shall be permitted for the sign face.
 - d. Maximum Height. The sign shall not exceed four (4) feet from average finished grade.
 - e. Time Period. Signs shall be removed upon completion of the construction project.

9. Construction. A Construction sign shall be a temporary sign with the purpose of identifying the property owner, architect, contractor, subcontractor, engineer, landscape architect, or decorator engaged in the design, construction or improvement of the premises on which the sign is located.
 - a. Number and Location. A maximum of one (1) sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
 - b. Sign Faces. A maximum of one (1) sign face shall be permitted.

- c. Maximum Surface Area. A maximum surface area of thirty-two (32) square feet shall be permitted for the sign face.
 - d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.
 - e. Time Period. Signs shall be removed upon completion of the construction project.
10. Realtor Open House and Directional. Realtor Open House and Directional signs shall be temporary signs utilized during the weekend with the purpose of identifying a house for sale and providing route information to the advertised house.
- a. Number and Location. A maximum of one (1) sign (for the purposes of a Realtor Open House) shall be permitted for each lot where a house is for sale. In addition, a maximum of three (3) off-site directional sign shall be permitted to provide route information. The Realtor Open House sign shall only be permitted on the lot where the house is for sale. Off-Site Directional signage shall not be placed closer than three (3') feet from the curb or edge of pavement of any street.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of six (6) square feet shall be permitted for each sign face.
 - d. Maximum Height. The sign shall not exceed four (4') feet from average finished grade.
 - e. Time Period. Signs shall only be permitted within the hours of noon Friday through noon Monday.
11. Neighborhood Promotional. A Neighborhood Promotional sign shall be a temporary sign with the purpose of identifying a newly opened model home neighborhood closeout or similar advertisement.
- a. Number and Location. A maximum of two (2) signs per individually platted neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of ninety-six (96) square feet shall be permitted for such sign face.
 - d. Maximum Height. The sign shall not exceed ten (10') feet from average finished grade.

- e. Time Period. Signs shall only be permitted for a maximum of two (2) weeks and no more than two (2) times annually for each neighborhood.
12. Banner. A Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.
- a. Number and Location. A maximum of one (1) sign per neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of thirty-six (36) square feet shall be permitted for each sign face.
 - d. Time Period. A Banner sign shall be permitted for a maximum of four (4) weeks and no more than six (6) times annually for each neighborhood.
13. Banner, Seasonal. A Seasonal Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.
- a. Number and Location. Signs shall be located within the neighborhood being advertised. Signs shall be permitted within the public right-of-way if affixed to illumination poles along internal collector thoroughfares provided banners are installed on behalf of and maintained by homeowners' association or property owners' association.
 - b. Sign Faces. A maximum of two (2) sign faces shall be permitted.
 - c. Maximum Surface Area. A maximum surface area of thirty-six (36) square feet shall be permitted for each sign face.
 - d. Time Period. A Banner sign shall only be permitted for a maximum of four (4) weeks and no more than six (6) times annually for each neighborhood.

SECTION 3

In the event of any conflict between the Development Agreement and this ordinance or any zoning ordinance adopted by the City Council applicable to the Property, the provisions of the Development Agreement will prevail, except as expressly agreed in writing by Owner, the City, and the owners of the portion of the Property subject to such zoning ordinance.

SECTION 4

The Property shall be developed consistent with the Concept Plan shown in Exhibit D.

SECTION 5

Site plan is waived.

SECTION 6

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in zoning referenced in this ordinance.

SECTION 7

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 8

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9

All rights or remedies of the City of New Fairview, Texas, are expressly saved as to any and all violations of the city's zoning ordinance, as amended, or any other ordinance affecting zoning and land use thereto that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 10

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11

The City Secretary of the City of New Fairview, Texas, is hereby directed to publish in the official newspaper of the City of New Fairview, the caption, penalty clause, publication clause, and effective date clause of this Ordinance for two (2) days as required by section 52.012 of the Texas Local Government Code.

SECTION 12

This Ordinance shall take effect from and after its date of passage and publication in

accordance with law, and it is so ordained.

SECTION 13

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

Exhibit A	Map of Property
Exhibit B	Legal Descriptions of Property
Exhibit C	Residential Street Section
Exhibit D	Palomo Ranch Estates Phase 3 & 4 Concept Plan
Exhibit E.1	Driveway Exhibit
Exhibit E.2	Driveway Detail
Exhibit F	Park, Trail and Entry Monument Plan
Exhibit G	Parking Development Standards

PASSED AND APPROVED ON THIS 18th DAY OF JULY 2022.

John Taylor, Mayor

ATTEST:

Brook Boller, City Secretary

Exhibit A Map of Property

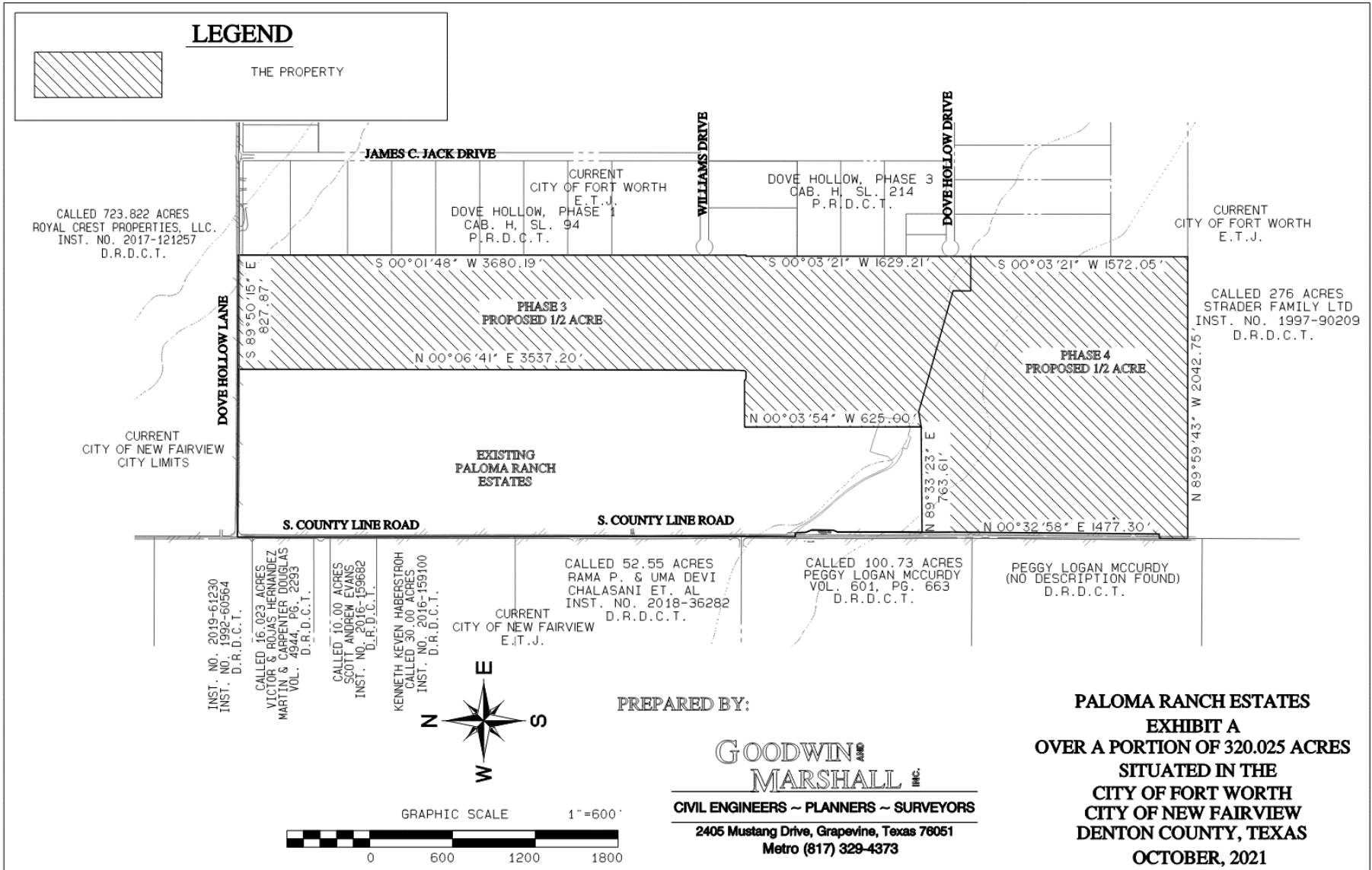


Exhibit B

Legal Descriptions of Property

From A Agricultural to PD-Planned Development Single-Family Residential with Minimum One-Half Acre Lots

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Instrument No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a P.K. nail set stamped "GOODWIN & MARSHALL" for the Northeast corner of said 320.025 acre tract, the Northwest corner of Dove Hollow, Phase 1 as recorded in Cabinet H, Slide 94 of the Plat Records of Denton County, Texas (PRDCT), being in the South line of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), and being in the approximate centerline of Dove Hollow Lane;

THENCE South 00 deg. 01 min. 48 sec. West departing said South line and centerline and continue along the East line of said 320.025 acre tract and the West line of said Dove Hollow, Phase 1, a distance of 3,680.19 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL";

THENCE North 88 deg. 52 min. 22 sec. West along said East and West lines, a distance of 6.71 feet to a 4" steel fence corner;

THENCE South 00 deg. 03 min. 21 sec. West along the East line of said 320.025 acre tract, the West line of said Dove Hollow, Phase 1, and the West line of Dove Hollow, Phase 3 as recorded in Cabinet H, Slide 214 (PRDCT), a distance of 3,201.26 feet to a 1/2" capped iron rod found stamped "5439" for the Southeast corner of said 320.025 acre tract;

THENCE North 89 deg. 59 min. 43 sec. West along the South line of said 320.025 acre tract, a distance of 2,042.75 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southwest corner of said 320.025 acre tract and being in the approximate centerline of South County Line Road;

THENCE North 00 deg. 15 min. 48 sec. East along the West line of said 320.025 acre tract and said centerline, a distance of 206.48 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southwest corner of a called 1.789 acre right-of-way dedication recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

THENCE South 89 deg. 27 min. 02 sec. East along the West line of said 320.025 acre tract and said right-of-way dedication, a distance of 31.15 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL";

THENCE North 00 deg. 32 min. 58 sec. East along said West line and right-of-way dedication, a distance of 942.18 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears North 28 deg. 12 min. 06 sec. East - 2,494.05 feet;

THENCE in a northeasterly direction departing said West line and right-of-way dedication and continue along said curve to the left, a distance of 2,597.57 feet;

THENCE North 00 deg. 06 min. 41 sec. East, a distance of 3,537.20 feet to the North line of said 320.025 acre tract, the South line of said 723.822 acre tract, and being in the approximate centerline of said Dove Hollow Lane;

THENCE South 89 deg. 50 min. 15 sec. East along said North and South line and said approximate centerline, a distance of 827.87 feet to the **POINT OF BEGINNING**, containing 7,831,152 square feet or 179.779 acres of land, more or less.

From PD-Planned Development Single-Family Residential with Minimum One Acre Lots to PD-Planned Development with Minimum One-Half Acre Lots

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Document No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a point in the West line of said 320.025 acre tract, the East right-of-way line of South County Line Road, and being the Southwest corner of Paloma Ranch Estates, Phase 2, an addition to the City of New Fairview recorded in Document No. 2021-208 of the Plat Records of Denton County, Texas (PRDCT);

THENCE North 89 deg. 33 min. 23 sec. East departing said West line and East right-of-way line and continue along the South line of said Paloma Ranch Estates, Phase 2, a distance of 763.61 feet to the most southerly Southeast corner of same;

THENCE North 00 deg. 03 min. 54 sec. West along an East line of said Paloma Ranch Estates, Phase 2, a distance of 1,279.64 feet to an ell corner of same;

THENCE North 89 deg. 56 min. 06 sec. East along a South line of said Paloma Ranch Estates, Phase 2, a distance of 409.40 feet to the most easterly Southeast corner of said Paloma Ranch Estates, Phase 2, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,640.00 feet, a central angle of 53 deg. 27 min. 15 sec., and being subtended by a chord which bears South 29 deg. 39 min. 43 sec. West - 2,374.64 feet;

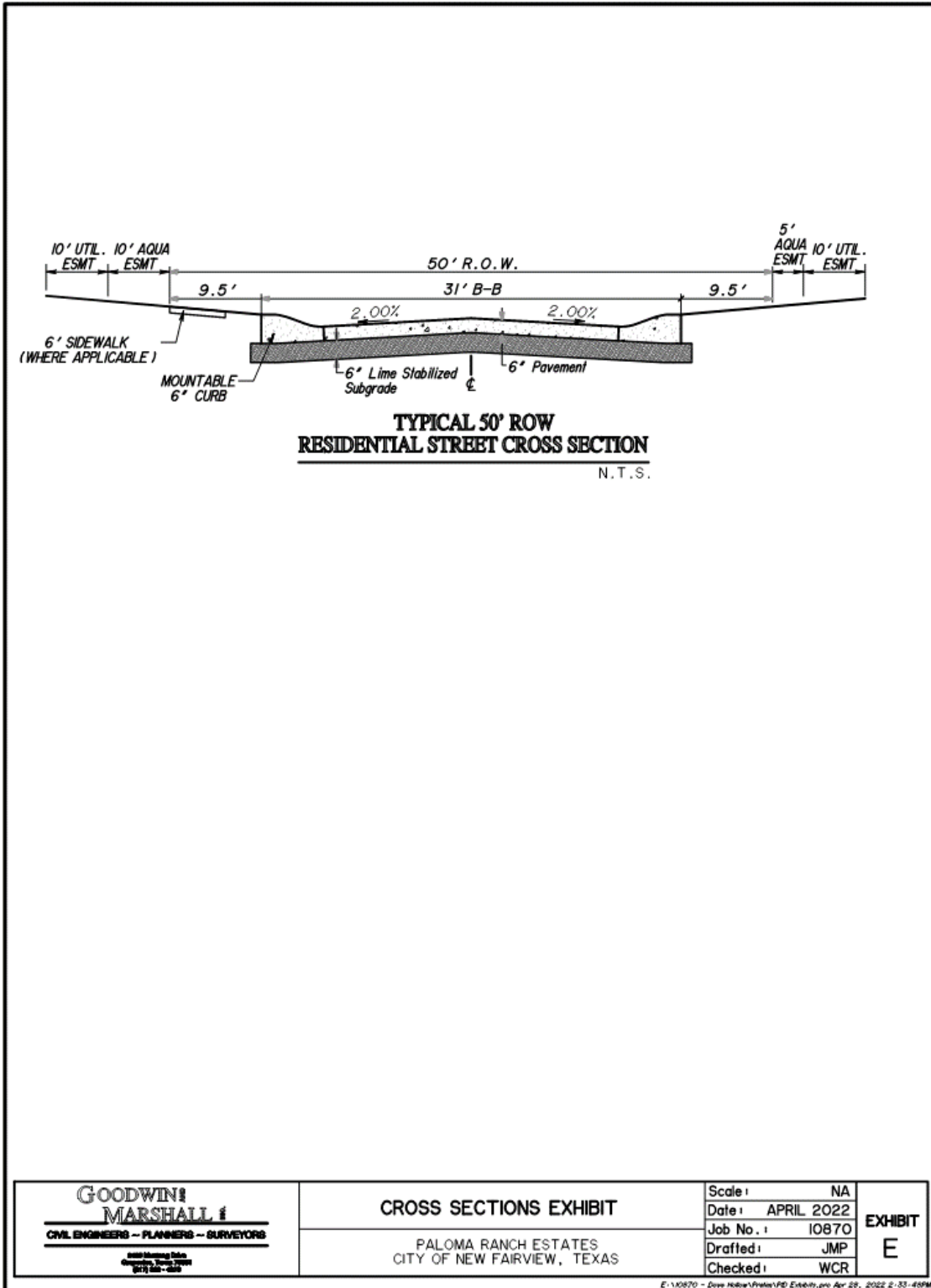
THENCE in a southwesterly direction departing said plat line and continue along said curve to the right, a distance of 2,463.00 feet to the West line of said 320.025 acre tract and the East right-of-way line of said South County Line Road;

THENCE North 00 deg. 32 min. 58 sec. East non-tangent to said curve and continue along said West line and East right-of-way line, a distance of 535.12 feet to a Point of Curvature of a circular curve to the left, having a radius of 2,530.00 feet, a central angle of 00 deg. 59 min. 35 sec., and being subtended by a chord which bears North 00 deg. 03 min. 11 sec. East - 43.85 feet;

THENCE in a northerly direction along said curve to the left, the West line of said 320.025 acre tract, and the East right-of-way line of said South County Line Road, a distance of 43.85 feet;

THENCE North 00 deg. 26 min. 37 sec. West tangent to said curve and continue along said West line and East right-of-way line, a distance of 198.51 feet to the **POINT OF BEGINNING**, containing 677,951 square feet or 15.563 acres of land, more or less.

Exhibit C
Residential Street Section



GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2022 Meeting Date
04/28/2022, 10:00 AM
0173 282-4242

CROSS SECTIONS EXHIBIT

PALOMA RANCH ESTATES
CITY OF NEW FAIRVIEW, TEXAS

Scale:	NA
Date:	APRIL 2022
Job No.:	10870
Drafted:	JMP
Checked:	WCR

EXHIBIT
E

Exhibit D

Paloma Ranch Estates Phase 3 & 4 Concept Plan

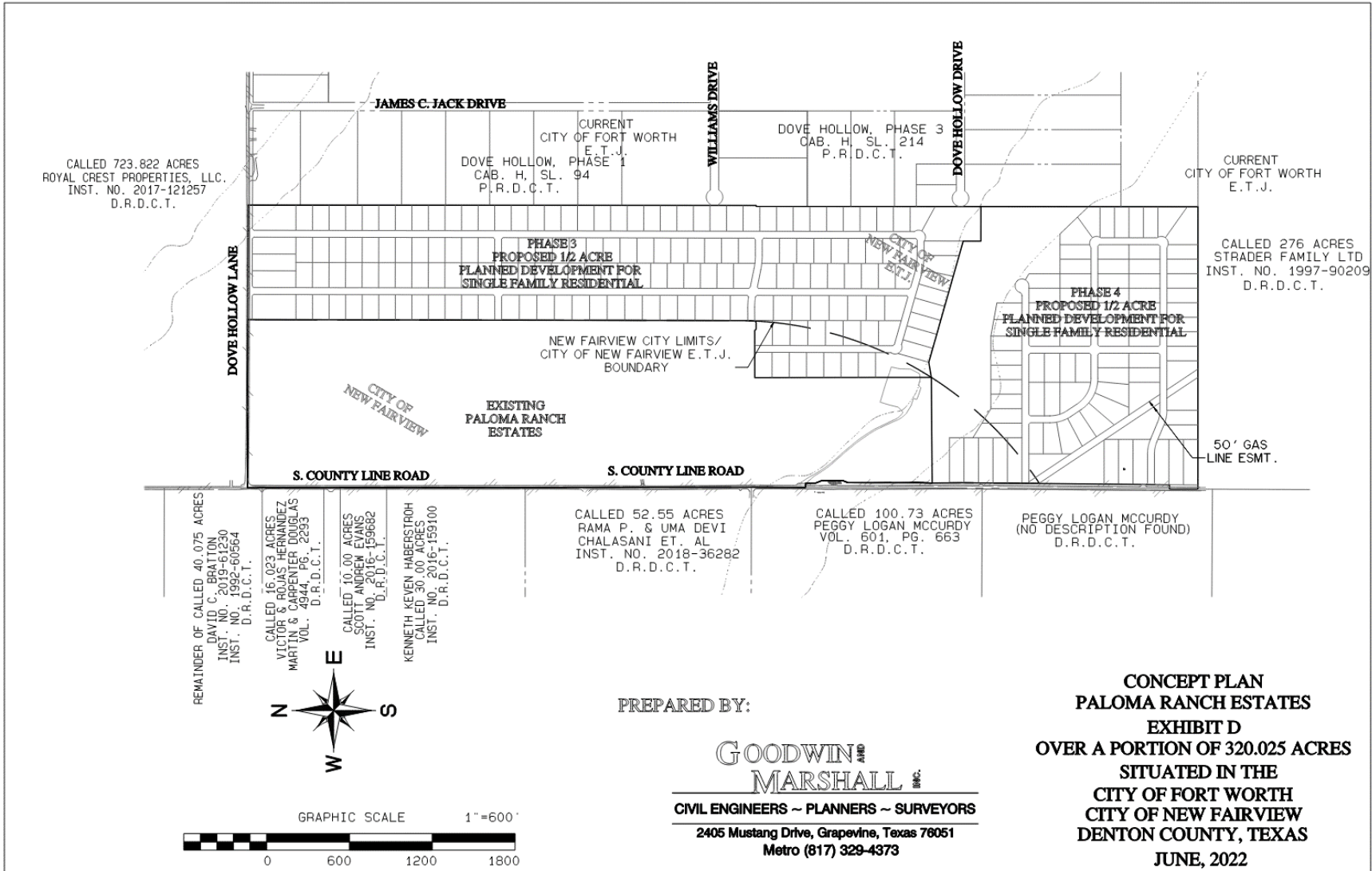
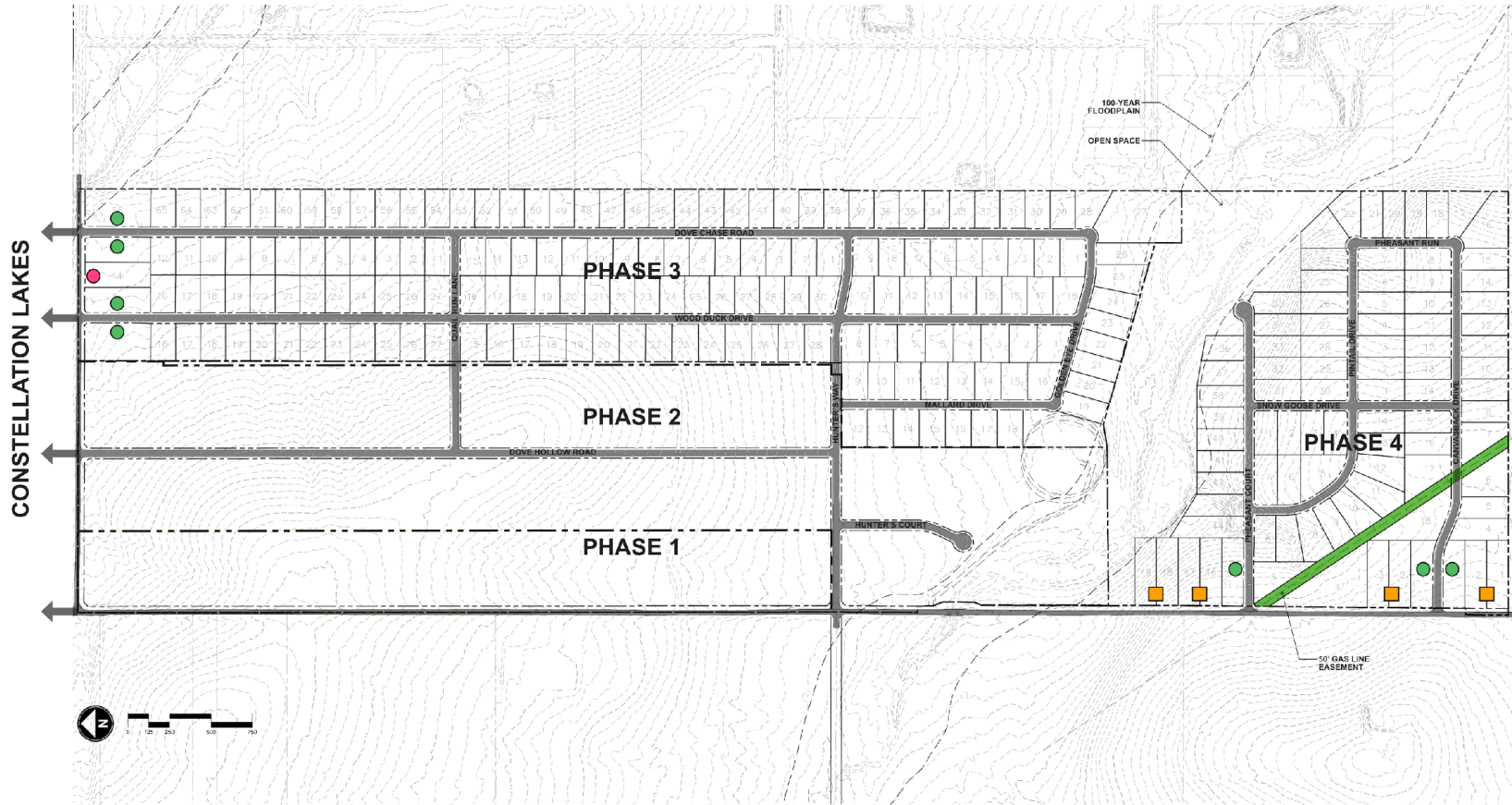
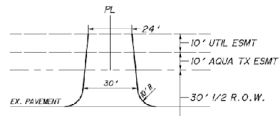


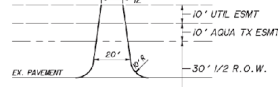
Exhibit E.1 and E.2 Driveway Exhibit and Driveway Detail



GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
FORT WORTH - PHOENIX - MEMPHIS - DENVER



TYPICAL LOTS SHARED DRIVEWAY LAYOUT
N.T.S.

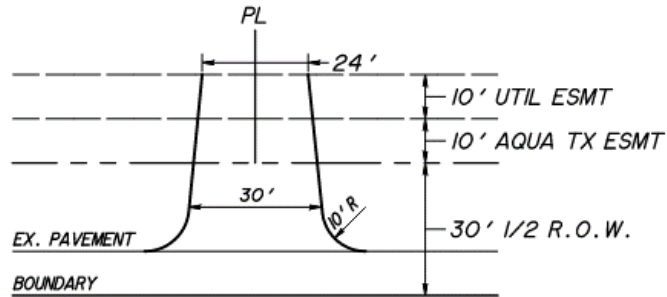


TYPICAL LOT SINGLE DRIVEWAY LAYOUT
N.T.S.

● TYPICAL LOT SINGLE DRIVEWAY LAYOUT
SIDE ENTRY ON TO LOCAL STREET

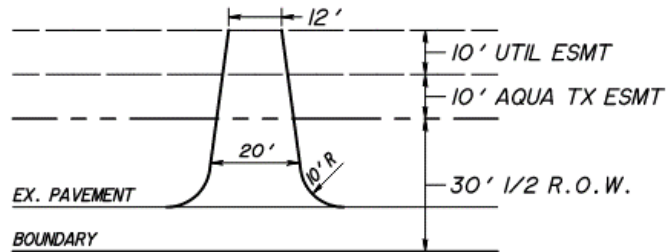
PALOMA RANCH ESTATES

MAY 2022
Exhibit E.1



TYPICAL LOTS SHARED DRIVEWAY LAYOUT

N.T.S.



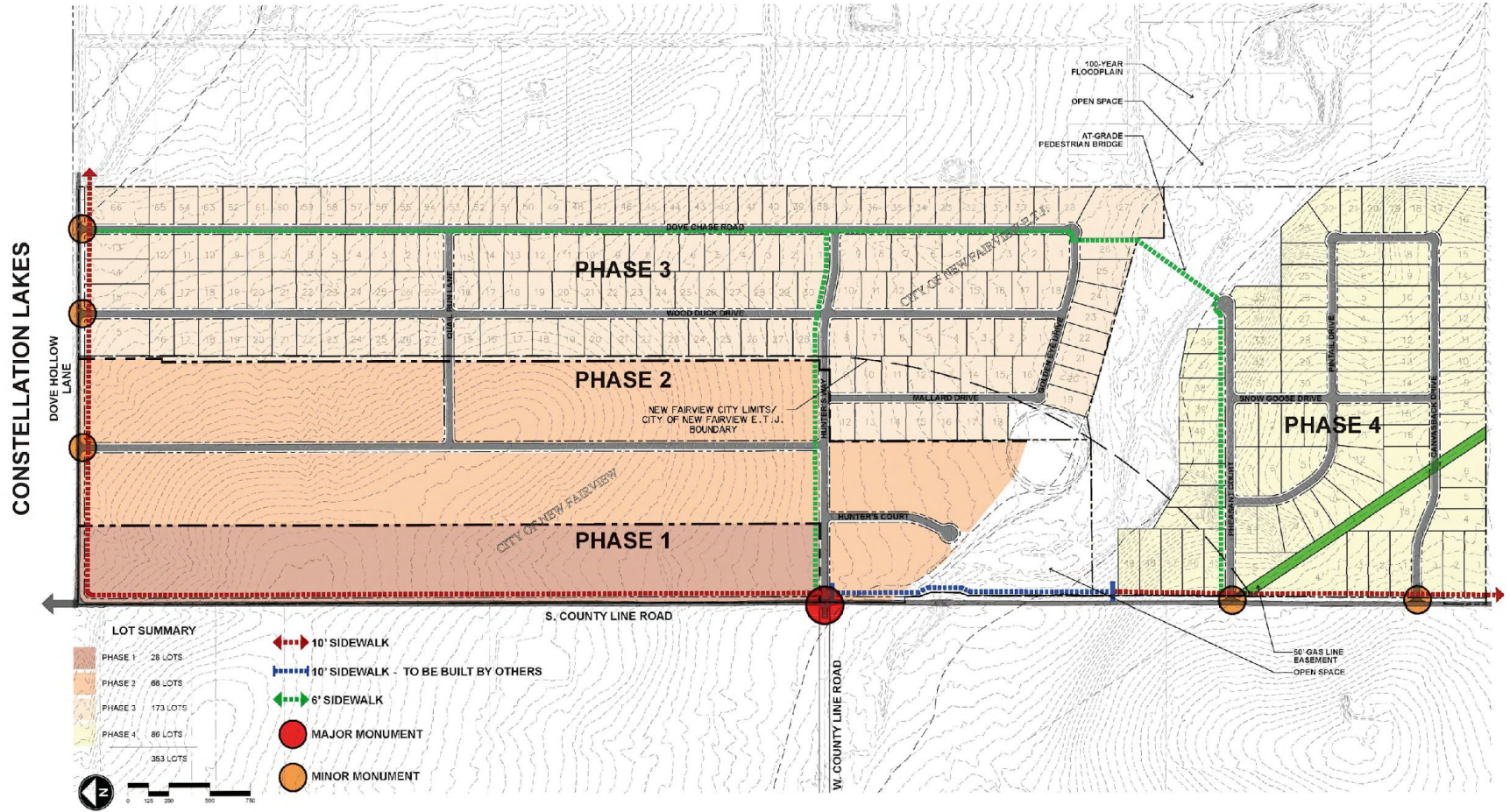
TYPICAL LOT SINGLE DRIVEWAY LAYOUT

N.T.S.

<p>GOODWIN & MARSHALL CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS</p> <p><small>2020 Members Office 10000 N. Loop West, Suite 1000 Houston, Texas 77041 281-461-0000</small></p>	<p>LOT DRIVEWAY DISPLAY</p>	<p>Scale: NA</p>	<p>EXHIBIT E.2</p>
	<p>PALOMA RANCH ESTATES CITY OF NEW FAIRVIEW, TEXAS</p>	<p>Date: JULY 2021</p> <p>Job No.: 10870</p> <p>Drafted: JMP</p> <p>Checked: WCR</p>	

E:\10870 - Deer Hollow\Protein\PD Exhibit.pro Jul 2, 2021 1:17:45PM

Exhibit F Park, Trail and Entry Monument Plan



GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
FORT WORTH - PHOENIX - MEMPHIS - DENVER



PALOMA RANCH ESTATES
MAY 2022

Exhibit G Parking Development Standards

27.1 PARKING TABLE.....

Except as otherwise provided in this section, off-street parking spaces shall be provided as follows:

Schedule of Parking Requirements		
Land Use	Requirements	Additional Requirements
Residential		
Single-Family Detached Units	2 / unit	
Duplex	2 / unit	None
Townhouse, Condominium, Duplex, Triplex, Quadruplex or Row	3 / unit	None
Multi-Family	1.5 / 1 bed unit 2 / 2 bed unit 2.5 / 3 bed unit	None
HUD Code Manufactured Home	2 / unit	None
Boarding or Rooming House, Hotel or Motel / Residence Motel or Inn	1 / residential unit	1 additional space for 200 sq. ft. of Exhibit or Ballroom space, plus 1 space per 100 sq. ft. of Meeting Rooms, plus 1 space per 2.5 seats in Restaurant and Lounge
Retirement Housing: Ambulatory Independent Residents	1.5 / unit	None
Retirement Housing: Nursing Home Facilities	1 / 2 beds	None
Dormitory	1.5 / 2 occupants for designed occupancy	None
Fraternity, Sorority, or Lodge	1 / 125 sq. ft.	none
Institutional		
Community Center	1 / 4 persons	None
Schools:		None
Elementary	1 / 25 students	
Junior High	1 / 18 students	
Senior High	1 / 5 students	
Trade	1 / 4 students	
Public Assembly Hall	1 / 3 seats	None
College or University	1 / 4 day students	None
Church	1 / 3 seats in the sanctuary or auditorium	None
Day Care or Day Nursery	1 / 5 pupils	None
Hospital	1.5 / bed	None
Mortuary or Funeral Home	1 / 4 seats in chapel	None
Recreational		
Theater	1 / 4 seats	None
Bowling Alley	4 / lane	None
Pool Hall, Arcade, Other Indoor Commercial Amusement	1 / 100 sq. ft. of floor area	None
Outdoor Commercial Amusement	1 / 500 sq. ft. of site area exclusive of building	None
Ballpark or Stadium	1 / 4 seats	None
Lodge or Fraternal Organization	1 / 125 sq. ft. of floor area	None



**Joint City Council and Planning and Zoning Commission
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Paloma Ranch Phases 3 & 4 Preliminary Plat

DESCRIPTION:

Consider the approval of a preliminary plat of Paloma Ranch Estates Phases 3 & 4 containing 195.342 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

BACKGROUND INFORMATION:

Paloma Ranch Estates is an existing development in the southeast corner of the City of New Fairview. The developer, Dove Hollow Development, LLC is requesting to preliminary plat 195.342 acres to develop 261 single family residential lots and 4 non-residential lots. The preliminary plat is the precursor to development. The lots in the configuration shown on the plat conform to the conditions of the Planned Development zoning ordinance. The plat conforms to the technical requirements of the New Fairview Zoning and Subdivision Ordinances.

Staff recommends approval of the Preliminary Plat.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS FOR PLANNING AND ZONING:

I move to **Recommend Approval/Denial/Approve with conditions** of the request of the Preliminary Plat of a total of 195.342 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

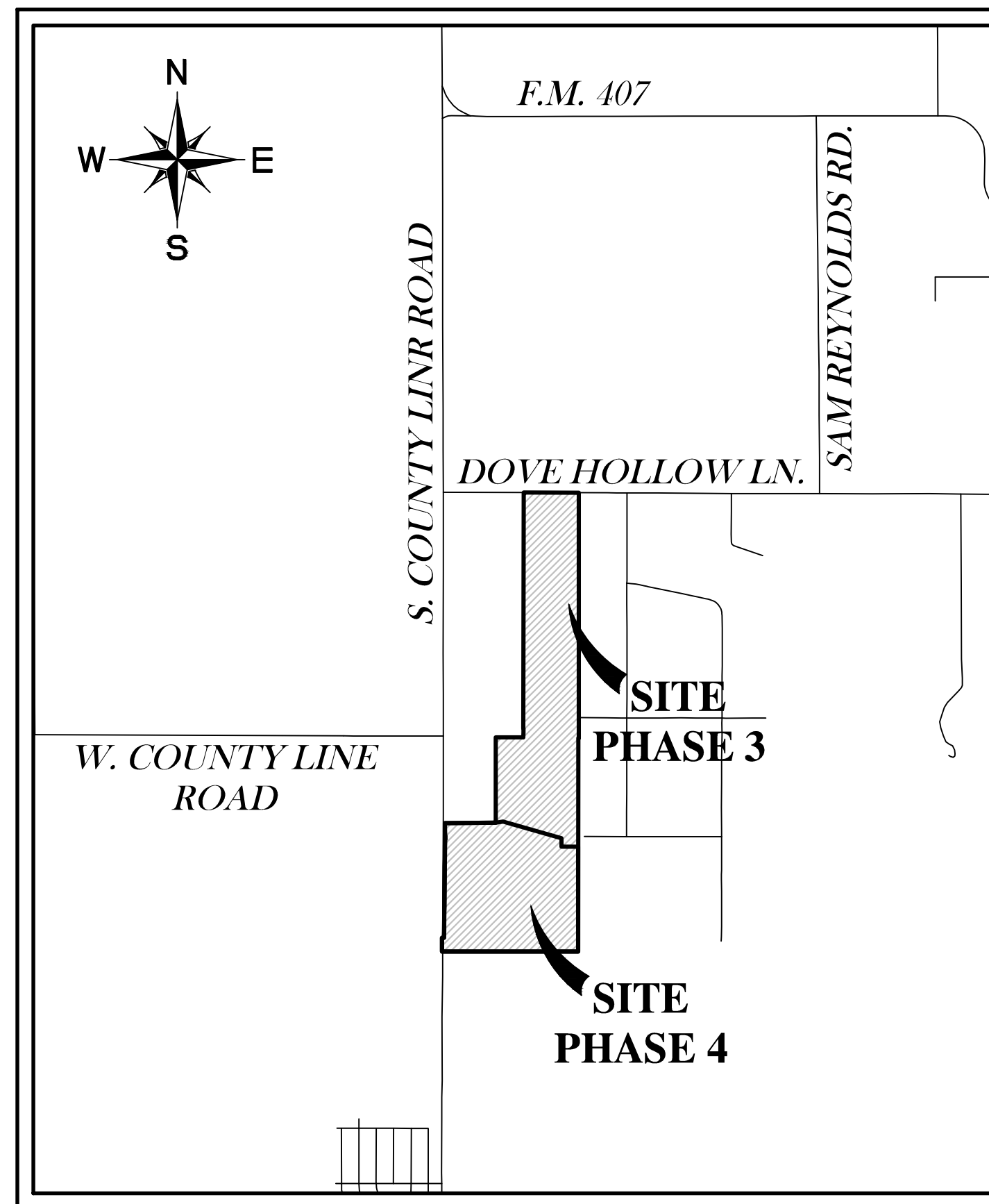
RECOMMENDED MOTIONS FOR CITY COUNCIL:

I move to **Approve/Deny/Approve with conditions** of the request of the Preliminary Plat of a total of 195.342 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

ATTACHMENT(S):

1. Paloma Ranch Phases 3 & 4 Preliminary Plat

THE CITY OF NEW FAIRVIEW PRELIMINARY PLAT FOR PALOMA RANCH ESTATES PHASES 3 & 4



VICINITY MAP
N.T.S

LOCATED IN
**CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS**

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1.	COVER
2-6.	PRELIMINARY PLAT
7.	PRELIMINARY WATER LAYOUT
8.	PRELIMINARY DRAINAGE AREA MAP

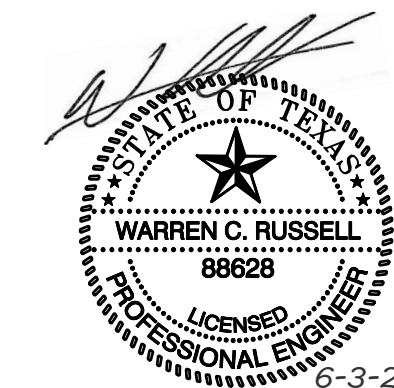
NOTE: SEWER SEPTIC SYSTEMS ARE BEING USED FOR EACH LOT

OWNED BY:
DOVE HOLLOW DEVELOPMENT, LLC
5950 BERKSHIRE LANE, SUITE 1250
DALLAS, TX 75225
EMAIL: BEN@DOVEHOLLOWDEV.COM
CONTACT: MR. BEN MCCASLIN

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TxEng Firm # F-2944 ~ TxSurv Firm # 10021700

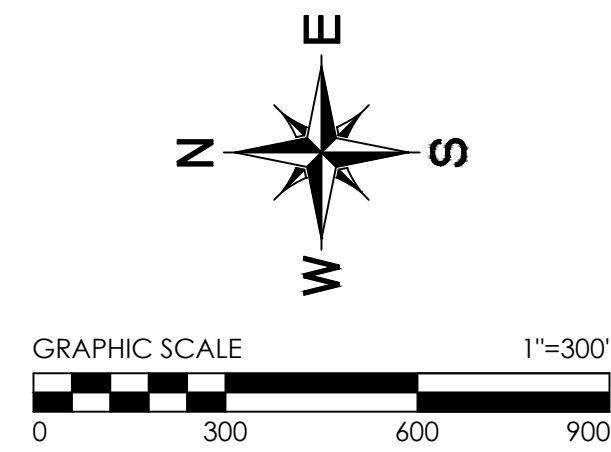
CASE #: 22-01-PP

JUNE, 2022



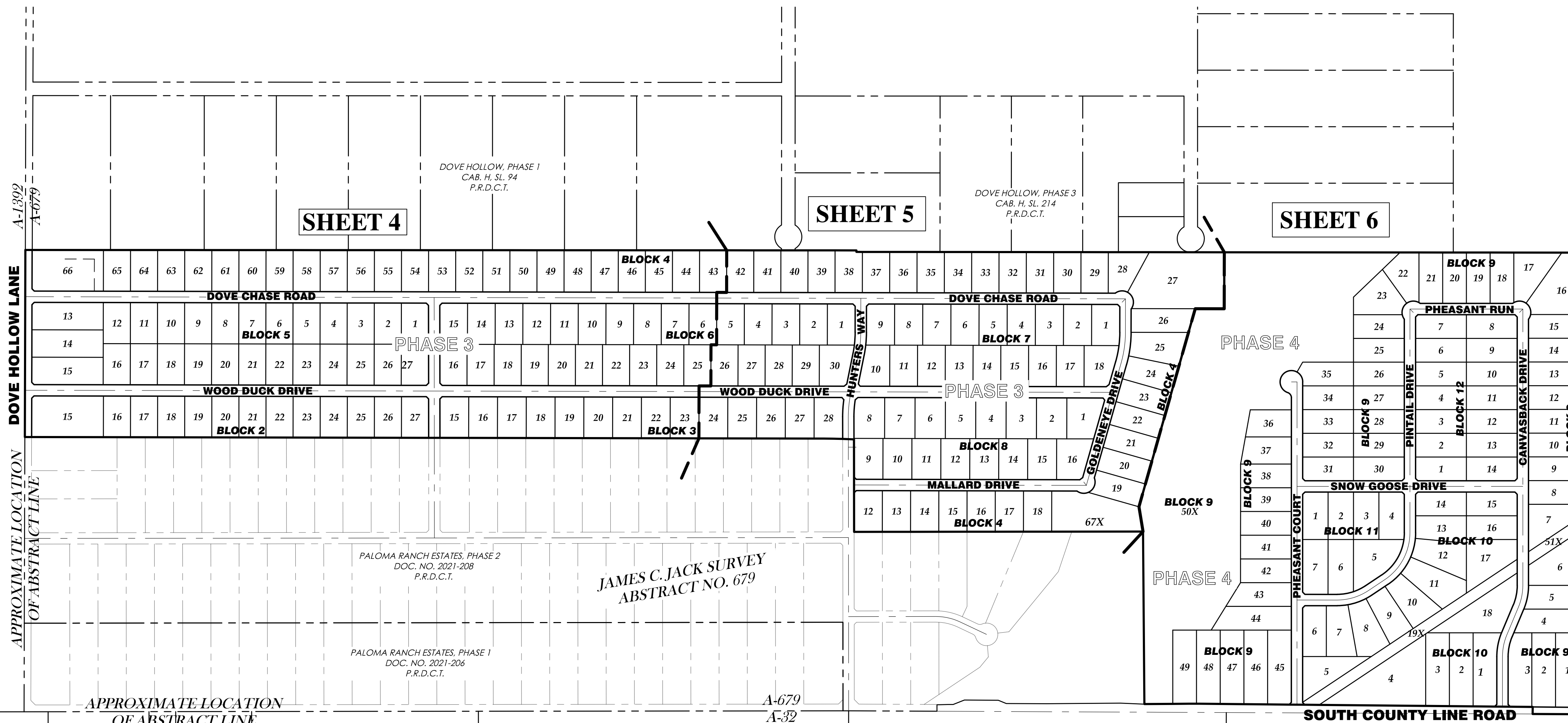
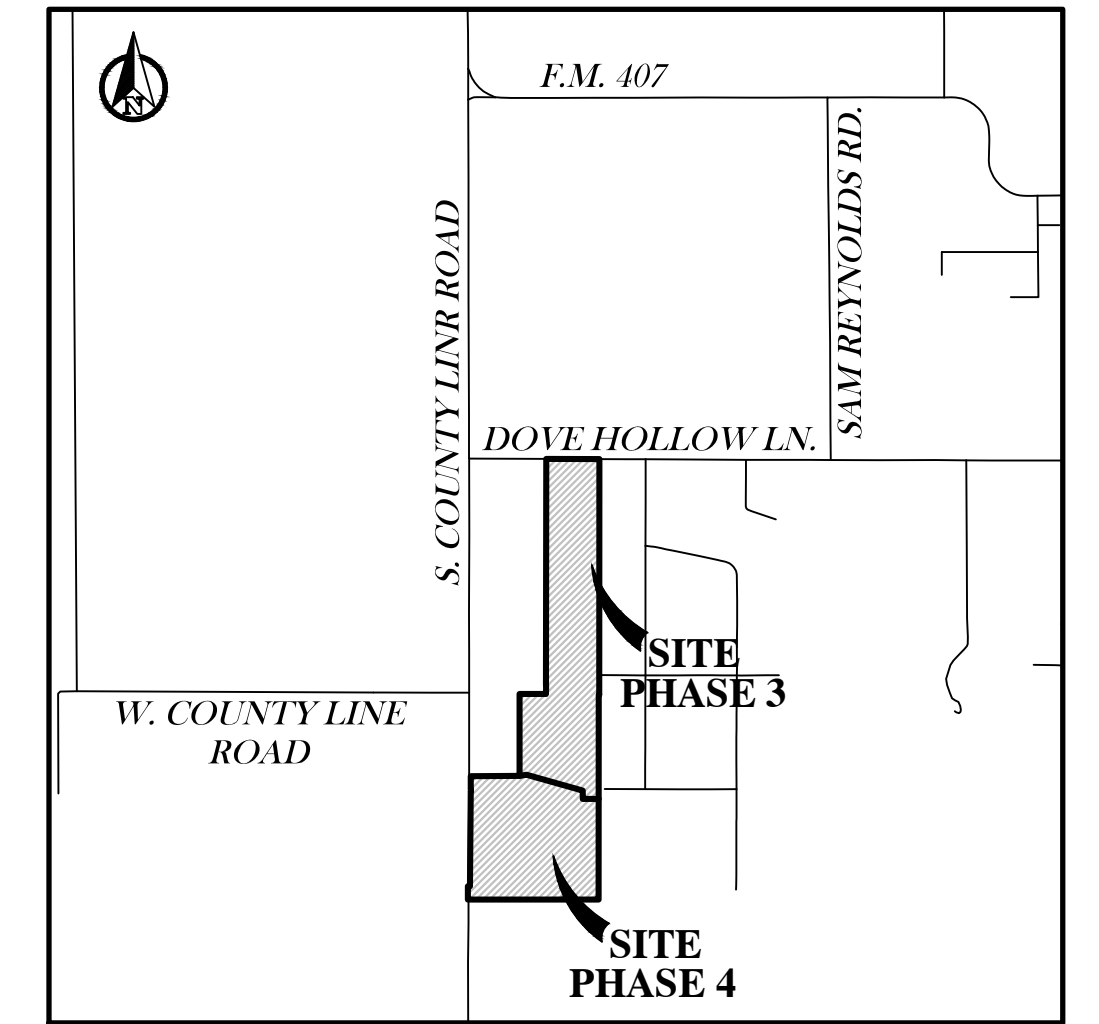
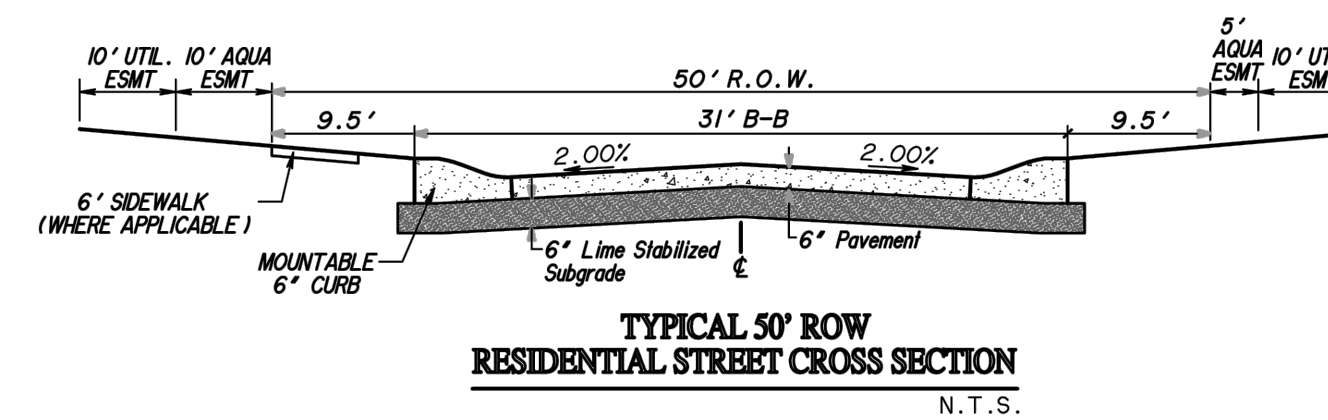
PRELIMINARY PLAT:

<u>REVIEWED FOR PRELIMINARY APPROVAL:</u>	
PLANNING & ZONING COMMISSION CHAIRMAN: _____	DATE _____
<u>REVIEWED FOR PREPARATION OF FINAL PLAT:</u>	
CITY ADMINISTRATOR, CITY OF NEW FAIRVIEW: _____	DATE _____
ATTESTED: CITY SECRETARY: _____	DATE _____



SITE DATA TABLE		
	SQ. FT.	ACRES
GROSS AREA	8,509,103	195.342
PUBLIC RIGHT-OF-WAY	92,372	2.121
NET AREA	8,416,731	193.222
AREA OF OPEN SPACE ("X LOTS")	1,010,738	23.203
AREA OF RESIDENTIAL LOTS	6,515,993	149.587
TOTAL RESIDENTIAL LOTS		261
TOTAL NON-RESIDENTIAL LOTS ("X LOTS")		4
TOTAL NUMBER OF LOTS		265

BASIS OF BEARINGS
 Bearings are oriented to Texas State Plane Coordinate System, North Central Zone (4202), North American datum of 1983 as derived from GPS observation. The combined scale factor used for this is 0.999846983. This factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid.



LEGEND	
○	1/2" CAPPED IRON ROD SET STAMPED "GOODWIN & MARSHALL" UNLESS OTHERWISE NOTED
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
CAB.	CABINET
SL	SLIDE
R/W	RIGHT-OF-WAY
I.R.F.	IRON ROD FOUND
I.P.F.	IRON PIPE FOUND
UE	UTILITY EASEMENT
TE	TRAIL EASEMENT
WME	WALL MAINTENANCE EASEMENT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
AQUA TX	AQUA TEXAS EASMENT
D.R.D.C.T.	DEED RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
---	BOUNDARY LINE
- - - -	ABSTRACT LINE
—+—+—+—	CENTERLINE
- - - - -	ADJOINER LINE
- - - - -	EASEMENT LINE
.....	FLOODPLAIN
- - - - -	MATCH LINE
—+—+—+—	CITY LIMIT
~~~~~	WOODED AREA LINE
—+—+—+—	PIPELINE

CALLED 27.6 ACRES  
 STRADER FAMILY LTD  
 DOC. NO. 1997-90209  
 D.R.D.C.T.

CALLED 228.879 ACRES  
 ROYALCREST PROPERTIES, L.L.C.  
 DOC. NO. 2017-121287  
 D.R.D.C.T.

ROBERT A. WALKER SURVEY  
 ABSTRACT NO. 1392

DOVE HOLLOW LANE  
 APPROXIMATE LOCATION  
 OF ABSTRACT LINE

APPROXIMATE LOCATION  
 OF ABSTRACT LINE

CALLED 30.00 ACRES  
 KENNETH KEVIN HABERSTROH  
 DOC. NO. 2021-206  
 D.R.D.C.T.

CALLED 52.55 ACRES  
 RAMA P. & UMA DEVI CHALASANI ET. AL  
 DOC. NO. 2018-36282  
 D.R.D.C.T.

CALLED 100.73 ACRES  
 PEGGY LOGAN MCCURDY  
 VOL. 401, PG. 663  
 D.R.D.C.T.

PEGGY LOGAN MCCURDY  
 (NO DESCRIPTION FOUND)  
 D.R.D.C.T.

GREEN B. BUCHANAN SURVEY  
 ABSTRACT NO. 32

Preliminary Plat  
 Reviewed for preliminary approval:

Planning and zoning commission chairman _____ Date _____

Approved for preparation of final plat: _____ Date _____

City administrator, City of New Fairview _____ Date _____

**CERTIFICATE OF SURVEYOR**

This is to certify that I, John N. Rogers, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual on the ground survey, and that all lot corners, angle points and points of the curve shall be properly marked on the ground and that this plat correctly represents that survey made by me or under my direction and supervision.

John N. Rogers  
 Registered Professional Land Surveyor No. 6372  
 Surveyed on the ground September 2018  
 Goodwin & Marshall, Inc.  
 2405 Mustang Drive  
 Grapevine, Texas 76051  
 (817) 329-4373

**PRELIMINARY.** This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Issued for review 6/3/2022 2:13 PM

OWNER:

**DOVE HOLLOW DEVELOPMENT, LLC**  
 5950 BERKSHIRE LANE, SUITE 1250  
 DALLAS, TX 75225  
 EMAIL: BEN@DOVEHOLLOWDEV.COM  
 CONTACT: MR. BEN MCCASLIN

PREPARED BY:

**GOODWIN AND MARSHALL**  
 CIVIL ENGINEERS - PLANNERS - SURVEYORS

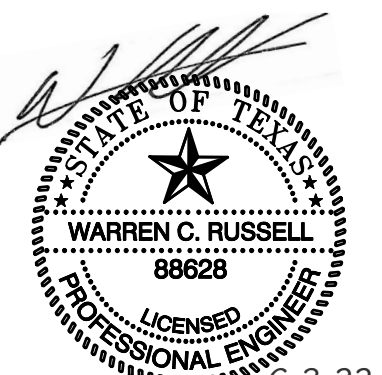
2405 Mustang Drive, Grapevine, Texas 76051  
 (817) 329-4373  
 TxEng Firm # F-2944 - TxSurv Firm # 10021700

**PRELIMINARY PLAT**  
 OF  
**PALOMA RANCH ESTATES, PHASE 3 & 4**

BEING  
 195.342 ACRES  
 SITUATED IN THE  
 JAMES C. JACK SURVEY, ABSTRACT No. 679  
 CITY OF NEW FAIRVIEW, DENTON COUNTY, TEXAS

261 RESIDENTIAL LOTS, 4 NON-RESIDENTIAL LOTS  
 Date: June 2022

CASE NO: 22-01-PP



**LEGAL DESCRIPTION**

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Instrument No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

**BEGINNING** at a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Northeast corner of said 320.025 acre tract, the Northwest corner of Dove Hollow, Phase 1 as recorded in Cabinet H, Slide 94 of the Plat Records of Denton County, Texas (PRDCT), being in the South line of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), and being in the approximate centerline of Dove Hollow Lane;

**THENCE** South 00 deg. 01 min. 48 sec. West departing said South line and centerline and continue along the East line of said 320.025 acre tract and the West line of said Dove Hollow, Phase 1, a distance of 3,680.19 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL", hereinafter referred to as 1/2" capped iron rod set;

**THENCE** North 88 deg. 52 min. 22 sec. West along said East and West lines, a distance of 6.71 feet to a 4" steel fence corner;

**THENCE** South 00 deg. 03 min. 21 sec. West along the East line of said 320.025 acre tract, the West line of said Dove Hollow, Phase 1, and the West line of Dove Hollow, Phase 3 as recorded in Cabinet H, Slide 214 (PRDCT), a distance of 3,201.26 feet to a 1/2" capped iron rod found stamped "5439" for the Southeast corner of said 320.025 acre tract;

**THENCE** North 89 deg. 59 min. 43 sec. West along the South line of said 320.025 acre tract, a distance of 2,042.75 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southwest corner of said 320.025 acre tract and being in the approximate centerline of South County Line Road;

**THENCE** North 00 deg. 15 min. 48 sec. East along the West line of said 320.025 acre tract and said centerline, a distance of 206.48 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southwest corner of a called 1.789 acre right-of-way dedication recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

**THENCE** South 89 deg. 27 min. 02 sec. East along the West line of said 320.025 acre tract and said right-of-way dedication, a distance of 31.15 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL";

**THENCE** North 00 deg. 32 min. 58 sec. East along said West line and right-of-way dedication, a distance of 1,477.30 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 2,530.00 feet, a central angle of 00 deg. 59 min. 35 sec., and being subtended by a chord which bears North 00 deg. 03 min. 11 sec. East - 43.85 feet;

**THENCE** in a northerly direction along said curve to the left and said West and right-of-way dedication, a distance of 43.85 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 26 min. 37 sec. West along said West line and right-of-way dedication, a distance of 198.51 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 33 min. 23 sec. East departing said West line and right-of-way, a distance of 763.61 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 03 min. 54 sec. West, a distance of 1,279.64 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 56 min. 06 sec. East, a distance of 409.40 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 02 deg. 55 min. 14 sec., and being subtended by a chord which bears North 01 deg. 28 min. 29 sec. East - 134.56 feet;

**THENCE** in a northerly direction along said curve to the left, a distance of 134.57 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 06 min. 41 sec. East non-tangent to said curve, a distance of 3,537.20 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" in the North line of said 320.025 acre tract and the approximate centerline of Dove Hollow Lane;

**THENCE** South 89 deg. 50 min. 15 sec. East along said North line and centerline, a distance of 827.87 feet to a 1/2" capped iron rod set to the **POINT OF BEGINNING**, containing 8,509,103 square feet or 195.342 acres of land, more or less.

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
15	2	57,763	1.326
16	2	21,840	0.501
17	2	21,840	0.501
18	2	21,840	0.501
19	2	21,840	0.501
20	2	21,840	0.501
21	2	21,840	0.501
22	2	21,840	0.501
23	2	21,840	0.501
24	2	21,840	0.501
25	2	21,840	0.501
26	2	21,840	0.501
27	2	21,841	0.501

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
12	4	22,802	0.523
13	4	22,753	0.522
14	4	22,704	0.521
15	4	22,656	0.520
16	4	22,608	0.519
17	4	22,560	0.518
18	4	22,512	0.517
19	4	23,249	0.534
20	4	23,625	0.542
21	4	23,625	0.542
22	4	23,625	0.542
23	4	23,625	0.542
24	4	25,563	0.587
25	4	30,681	0.704
26	4	28,236	0.648
27	4	97,007	2.227
28	4	23,625	0.542
29	4	21,952	0.504
30	4	21,937	0.504
31	4	21,923	0.503
32	4	21,909	0.503
33	4	21,895	0.503
34	4	21,881	0.502
35	4	21,866	0.502
36	4	21,852	0.502
37	4	21,838	0.501
38	4	22,455	0.516
39	4	22,426	0.515
40	4	22,406	0.514
41	4	22,385	0.514

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
42	4	22,365	0.513
43	4	22,344	0.513
44	4	22,324	0.512
45	4	22,303	0.512
46	4	22,283	0.512
47	4	22,262	0.511
48	4	22,242	0.511
49	4	22,222	0.510
50	4	22,201	0.510
51	4	22,181	0.509
52	4	22,160	0.509
53	4	22,140	0.508
54	4	22,119	0.508
55	4	22,099	0.507
56	4	22,078	0.507
57	4	22,058	0.506
58	4	22,037	0.506
59	4	22,017	0.505
60	4	21,996	0.505
61	4	21,976	0.504
62	4	21,955	0.504
63	4	21,935	0.504
64	4	21,914	0.503
65	4	21,894	0.503
66	4	57,470	1.319

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	5	21,841	0.501
2	5	21,840	0.501
3	5	21,840	0.501
4	5	21,840	0.501
5	5	21,840	0.501
6	5	21,840	0.501
7	5	21,840	0.501
8	5	21,840	0.501
9	5	21,840	0.501
10	5	21,840	0.501
11	5	21,840	0.501
12	5	21,840	0.501
13	5	38,289	0.879
14	5	38,352	0.880
15	5	38,315	0.880
16	5	21,840	0.501
17	5	21,840	0.501
18	5	21,840	0.501
19	5	21,840	0.501
20	5	21,840	0.501
21	5	21,840	0.501
22	5	21,840	0.501
23	5	21,840	0.501
24	5	21,840	0.501
25	5	21,840	0.501
26	5	21,840	0.501
27	5	21,943	0.504

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	6	22,261	0.511
2	6	22,311	0.512
3	6	22,311	0.512
4	6	22,311	0.512
5	6	22,311	0.512
6	6	22,311	0.512
7	6	22,311	0.512
8	6	22,311	0.512
9	6	22,311	0.512
10	6	22,311	0.512
11	6	22,311	0.512
12	6	22,311	0.512
13	6	22,311	0.512
14	6	22,311	0.512
15	6	22,261	0.511
16	6	21,841	0.501
17	6	21,840	0.501
18	6	21,840	0.501
19	6	21,840	0.501
20	6	21,840	0.501
21	6	21,840	0.501
22	6	21,840	0.501
23	6	21,840	0.501
24	6	21,840	0.501
25	6	21,840	0.501
26	6	21,840	0.501
27	6	21,840	0.501
28	6	21,840	0.501
29	6	21,840	0.501
30	6	25,075	0.576

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	7	22,577	0.518
2	7	22,687	0.521
3	7	22,687	0.521
4	7	22,687	0.521
5	7	22,687	0.521
6	7	22,687	0.521
7	7	22,687	0.521
8	7	22,687	0.521
9	7	22,696	0.521
10	7	22,327	0.513
11	7	22,376	0.514
12	7	22,376	0.514
13	7	22,376	0.514
14	7	22,376	0.514
15	7	22,376	0.514
16	7	22,376	0.514
17	7	22,376	0.514
18	7	24,202	0.556

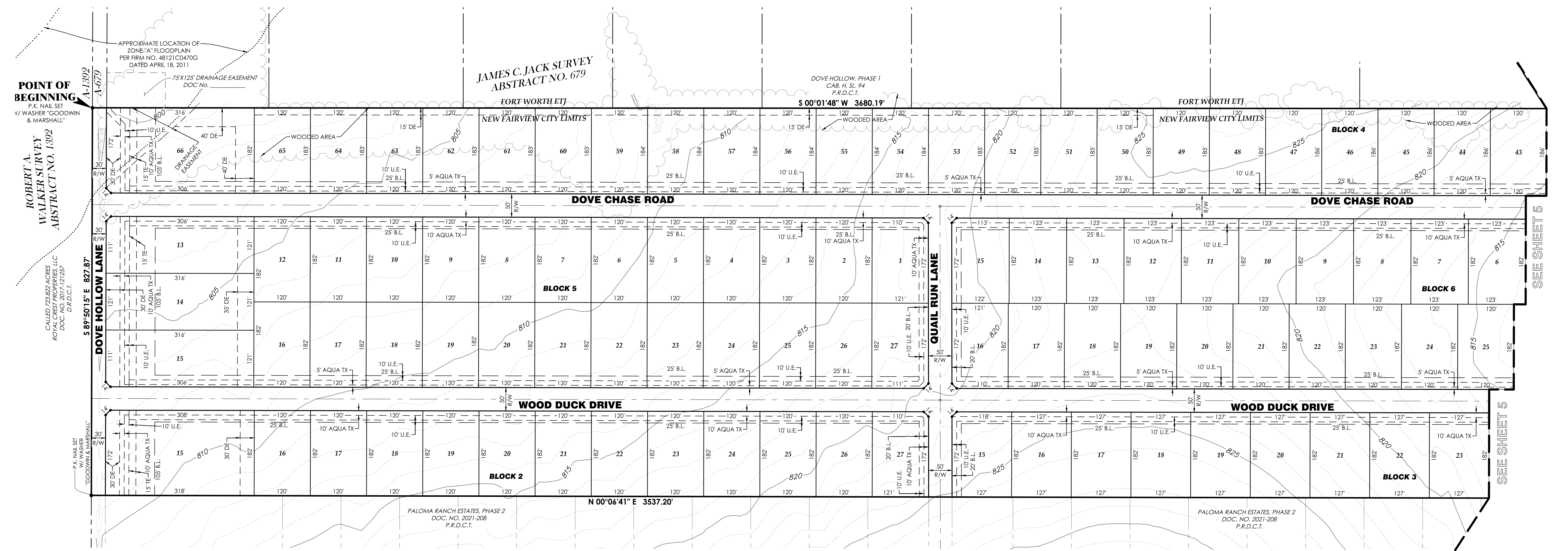
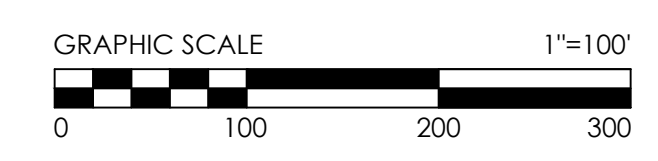
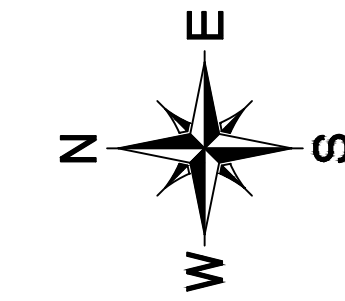
LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	8	26,137	0.600
2	8	24,336	0.559
3	8	24,336	0.559
4	8	24,336	0.559
5	8	24,336	0.559
6	8	24,336	0.559
7	8	24,336	0.559
8	8	24,336	0.559
9	8	23,150	0.531
10	8	23,200	0.533
11	8	23,200	0.533
12	8	23,200	0.533
13	8	23,200	0.533
14	8	23,200	0.533
15	8	23,200	0.533
16	8	25,001	0.574

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	9	34,598	0.794
2	9	34,493	0.792
3	9	33,456	0.768
4	9	28,128	0.646
5	9	24,343	0.559
6	9	36,799	0.845
7	9	30,364	0.697
8	9	23,625	0.542
9	9	23,625	0.542
10	9	23,625	0.542
11	9	23,625	0.542
12	9	23,625	0.542
13	9	23,625	0.542
14	9	23,625	0.542
15	9	23,511	0.540
16	9	46,112	1.059
17	9	29,549	0.678
18	9	23,625	0.542
19	9	23,643	0.543
20	9	23,653	0.543
21	9	23,655	0.543
22	9	25,059	0.575
23	9	30,517	0.701
24	9	23,517	0.540
25	9	23,625	0.542
26	9	23,625	0.542
27	9	23,625	0.542
28	9	23,625	0.542
29	9	23,625	0.542
30	9	23,575	0.541
31	9	23,575	0.541
32	9	23,625	0.542
33	9	23,625	0.542
34	9	23,625	0.542
35	9	24,498	0.562

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
36	9	23,130	0.531
37	9	25,710	0.590
38	9	23,625	0.542
39	9	23,625	0.542
40	9	23,625	0.542
41	9	23,625	0.542
42	9	23,625	0.542
43	9	27,037	0.621
44	9	33,863	0.777
45	9	34,523	0.793
46	9	34,468	0.791
47	9	34,363	0.789
48	9	34,258	0.786
49	9	34,232	0.786

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	10	34,901	0.801
2	10	34,128	0.783
3	10	34,008	0.781
4	10	75,298	1.729
5	10	30,789	0.707
6	10	23,575	0.541
7	10	26,214	0.602
8	10	28,867	0.663
9	10	25,180	0.578
10	10	28,107	0.645
11	10	34,159	0.784
12	10	29,792	0.684
13	10	24,871	0.571
14	10	23,575	0.541
15	10	23,575	0.541
16	10	23,625	0.542
17	10	36,549	0.839
18	10	46,988	1.079

LOT SUMMARY TABLE			
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	11	23,575	0.541
2	11	23,625	0.542
3	11	23,625	0.542
4	11		



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N88°52'22\"W	6.71'
L2	S89°27'02\"E	31.15'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2530.00'	43.85'	0°59'35\"	N00°03'11\"E	43.85'
C2	2640.00'	84.52'	1°50'04\"	N00°55'53\"E	84.52'

OWNER:  
**DOVE HOLLOW DEVELOPMENT, LLC**  
 5950 BERKSHIRE LANE, SUITE 1250  
 DALLAS, TX 75225  
 EMAIL: BEN@DOVEHOLLOWDEV.COM  
 CONTACT: MR. BEN MCCASLIN

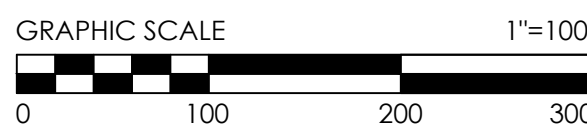
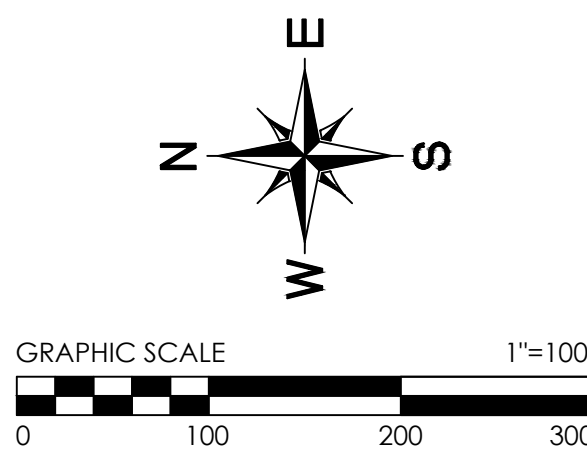
PREPARED BY:  
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 CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS  
 2405 Mustang Drive, Grapevine, Texas 76051  
 (817) 329 - 4373  
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**PRELIMINARY PLAT**  
 OF  
**PALOMA RANCH ESTATES, PHASE 3 & 4**  
 BEING  
 195.342 ACRES  
 SITUATED IN THE  
 JAMES C. JACK SURVEY, ABSTRACT No. 679  
 CITY OF NEW FAIRVIEW, DENTON COUNTY, TEXAS  
 261 RESIDENTIAL LOTS, 4 NON-RESIDENTIAL LOTS  
 Date: June 2022



CASE NO: 22-01-PP





CALLED 27.8 ACRES  
STRADER FAMILY LTD  
DOC. NO. 1997-90209  
D.R.D.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N88°52'22"W	6.71'
L2	S89°27'02"E	31.15'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2530.00'	43.85'	0°59'35"	N00°03'11"E	43.85'
C2	2640.00'	84.52'	1°50'04"	N00°55'53"E	84.52'



OWNER:  
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5950 BERKSHIRE LANE, SUITE 1250  
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EMAIL: BEN@DOVEHOLLOWDEV.COM  
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PREPARED BY:  
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CIVIL ENGINEERS - PLANNERS - SURVEYORS

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**PRELIMINARY PLAT**  
OF  
**PALOMA RANCH ESTATES, PHASE 3 & 4**  
BEING  
195.342 ACRES  
SITUATED IN THE  
JAMES C. JACK SURVEY, ABSTRACT No. 679  
CITY OF NEW FAIRVIEW, DENTON COUNTY, TEXAS  
261 RESIDENTIAL LOTS, 4 NON-RESIDENTIAL LOTS  
Date: June 2022

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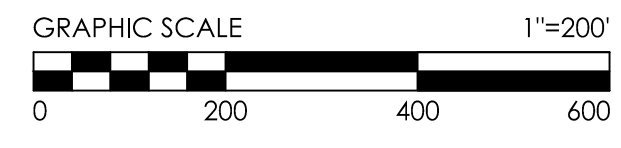
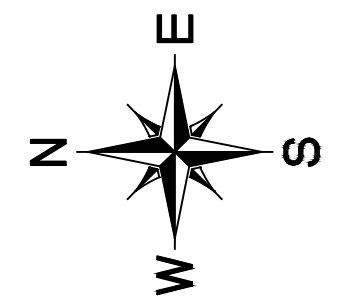
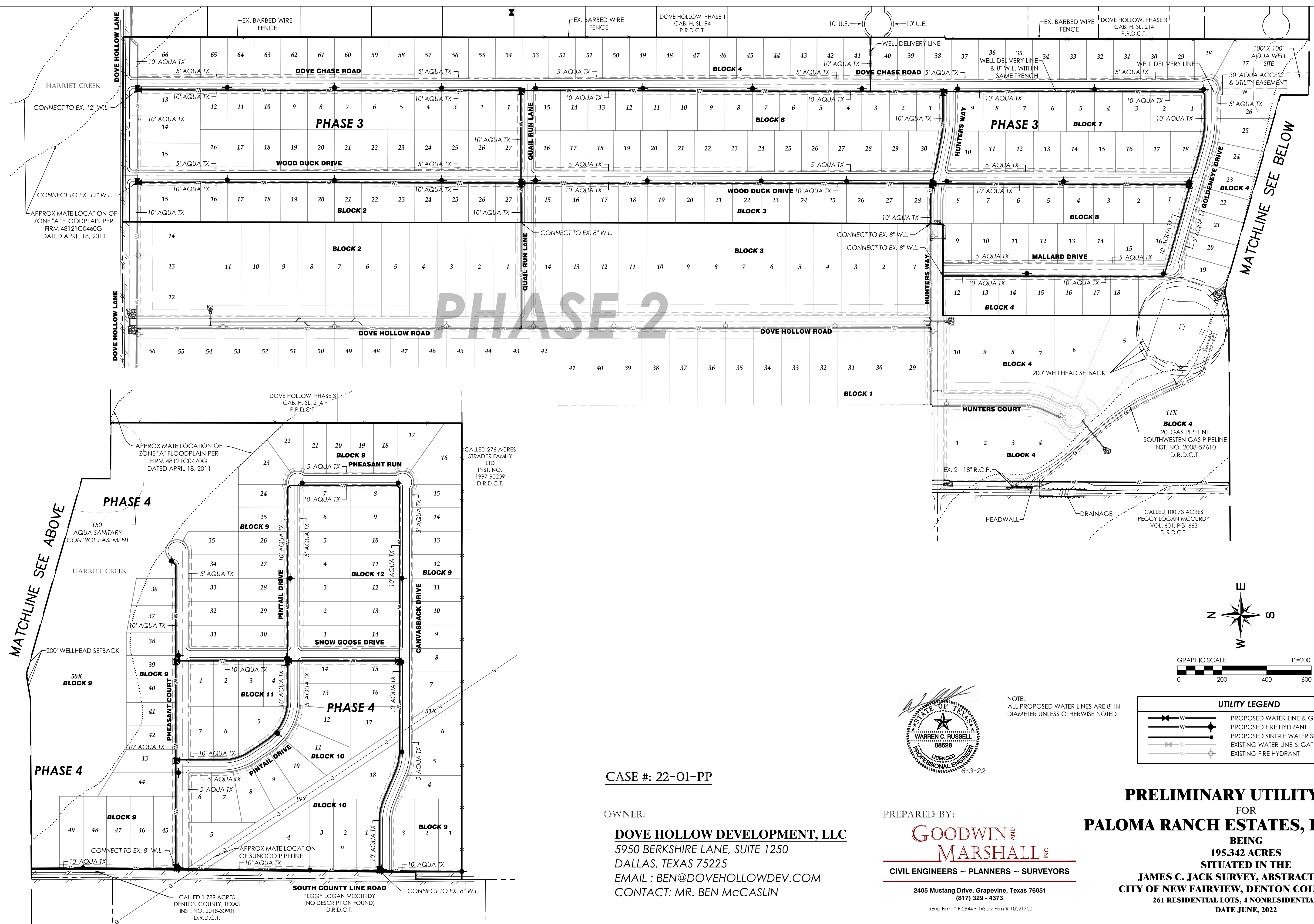
CALLLED 100.73 ACRES  
FLOYD T. MCCURDY, ET AL  
VOL. 601, PG. 663  
D.R.D.C.T.

APPROXIMATE LOCATION  
OF SINOOCO PIPELINE

PEGGY LOGAN MCCURDY  
(NO DESCRIPTION FOUND)  
D.R.D.C.T.  
**GREEN B. BUCHANAN SURVEY**  
ABSTRACT NO. 32

N 00°15'48" E 206.48'  
P.K. NAIL SET  
W/ WASHER "GOODWIN & MARSHALL"

\\10870 - Dove Hollow\Prelim\Phase 3 and 4\Sheets\10870-UTIL PRELIM.dwg Thu Jun 02 2022 17:13



UTILITY LEGEND	
	PROPOSED WATER LINE & GATE VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED SINGLE WATER SERVICE
	EXISTING WATER LINE & GATE VALVE
	EXISTING FIRE HYDRANT

NOTE: ALL PROPOSED WATER LINES ARE 8" IN DIAMETER UNLESS OTHERWISE NOTED



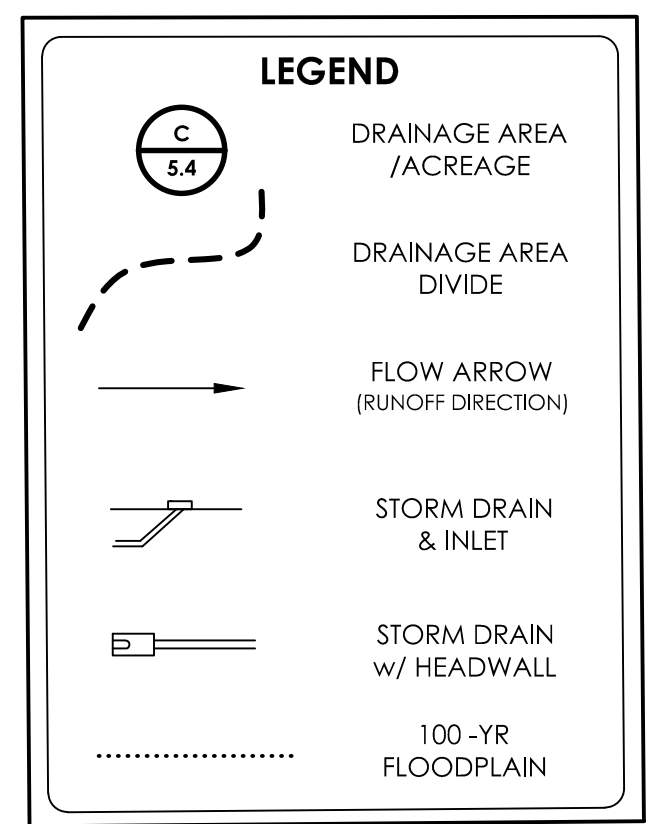
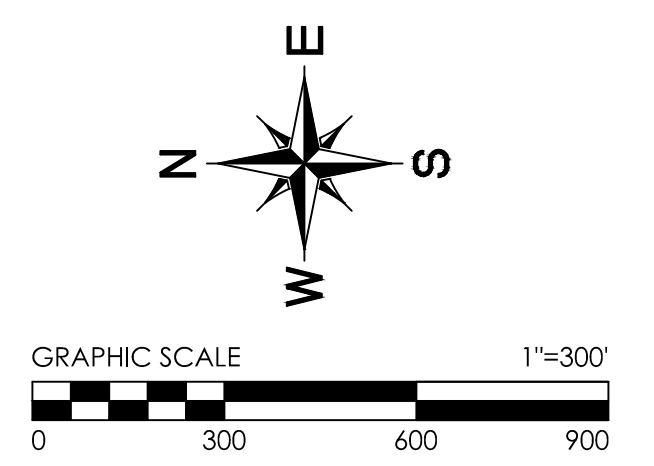
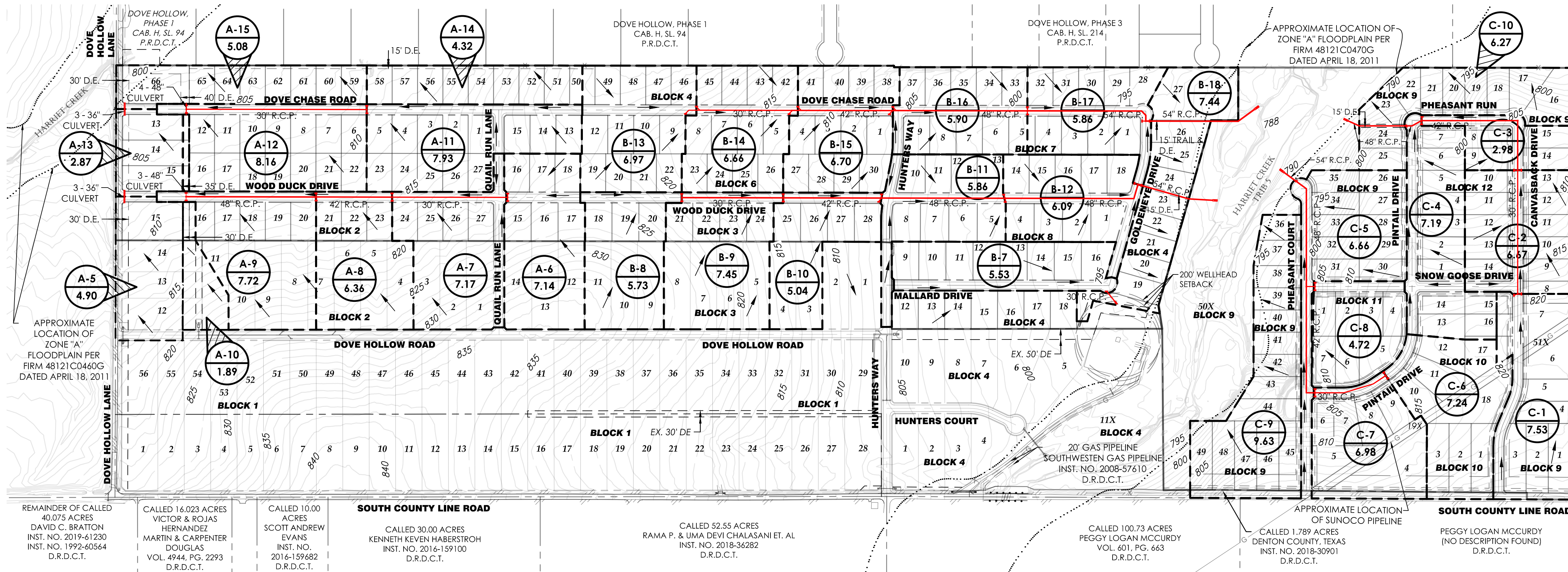
CASE #: 22-01-PP

OWNER:  
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 5950 BERKSHIRE LANE, SUITE 1250  
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 EMAIL : BEN@DOVEHOLLOWDEV.COM  
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PREPARED BY:  
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 CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS  
 2405 Mustang Drive, Grapevine, Texas 76051  
 (817) 329 - 4373  
 TxEng Firm # F-2944 ~ TxSurv Firm # 10021700

**PRELIMINARY UTILITY PLAN**  
 FOR  
**PALOMA RANCH ESTATES, PHASE 3 & 4**  
 BEING  
**195.342 ACRES**  
 SITUATED IN THE  
**JAMES C. JACK SURVEY, ABSTRACT NO. 679**  
**CITY OF NEW FAIRVIEW, DENTON COUNTY, TEXAS**  
 261 RESIDENTIAL LOTS, 4 NONRESIDENTIAL LOTS  
 DATE JUNE, 2022

JOB NO. 10773 - WIND RIDGE PHASE 3 PRELIMINARY PLAN



REMAINDER OF CALLED 40.075 ACRES DAVID C. BRATTON INST. NO. 2019-61230 INST. NO. 1992-60564 D.R.D.C.T.

CALLED 16.023 ACRES VICTOR & ROJAS HERNANDEZ MARTIN & CARPENTER DOUGLAS VOL. 4944, PG. 2293 D.R.D.C.T.

CALLED 10.00 ACRES SCOTT ANDREW EVANS INST. NO. 2016-159682 D.R.D.C.T.

SOUTH COUNTY LINE ROAD CALLED 30.00 ACRES KENNETH KEVEN HABERSTROH INST. NO. 2016-159100 D.R.D.C.T.

CALLLED 52.55 ACRES RAMA P. & UMA DEVI CHALASANI ET. AL INST. NO. 2018-36282 D.R.D.C.T.

CALLLED 100.73 ACRES PEGGY LOGAN MCCURDY VOL. 601, PG. 663 D.R.D.C.T.

CALLLED 1.789 ACRES DENTON COUNTY, TEXAS INST. NO. 2018-30901 D.R.D.C.T.

PEGGY LOGAN MCCURDY (NO DESCRIPTION FOUND) D.R.D.C.T.

**HYDROLOGIC COMPUTATIONS**

Drainage Area ID	Area (Ac)	C	CA	Time	10-YEAR Intensity	100-YEAR Intensity	10-YEAR Flow Rate (1)		100-YEAR Flow Rate (1)	
							(Q)	(cfs)	(Q)	(cfs)
A-5	4.90	0.50	2.45	15	6.62	9.57	16.2	23.4		
A-6	7.14	0.50	3.57	15	6.62	9.57	23.7	34.2		
A-7	7.17	0.50	3.59	15	6.62	9.57	23.7	34.3		
A-8	6.36	0.50	3.18	15	6.62	9.57	21.1	30.4		
A-9	7.72	0.50	3.86	15	6.62	9.57	25.6	36.9		
A-10	1.89	0.50	0.95	15	6.62	9.57	6.3	9.0		
A-11	7.93	0.50	3.97	15	6.62	9.57	26.3	37.9		
A-12	8.16	0.50	4.08	15	6.62	9.57	27.0	39.0		
A-13	2.87	0.50	1.44	15	6.62	9.57	9.5	13.7		
A-14	4.32	0.50	2.16	15	6.62	9.57	14.3	20.7		
A-15	5.08	0.50	2.54	15	6.62	9.57	16.8	24.3		
B-7	5.53	0.50	2.77	15	6.62	9.57	18.3	26.5		
B-8	5.73	0.50	2.87	15	6.62	9.57	19.0	27.4		
B-9	7.45	0.50	3.73	15	6.62	9.57	24.7	35.6		
B-10	5.04	0.50	2.52	15	6.62	9.57	16.7	24.1		
B-11	5.86	0.50	2.93	15	6.62	9.57	19.4	28.0		
B-12	6.09	0.50	3.05	15	6.62	9.57	20.2	29.1		
B-13	6.97	0.50	3.49	15	6.62	9.57	23.1	33.3		
B-14	6.66	0.50	3.33	15	6.62	9.57	22.1	31.9		
B-15	6.70	0.50	3.35	15	6.62	9.57	22.2	32.1		
B-16	5.90	0.50	2.95	15	6.62	9.57	19.5	28.2		
B-17	5.86	0.50	2.93	15	6.62	9.57	19.4	28.0		
B-18	7.44	0.50	3.72	15	6.62	9.57	24.6	35.6		
C-1	7.53	0.50	3.77	15	6.62	9.57	24.9	36.0		
C-2	6.67	0.50	3.34	15	6.62	9.57	22.1	31.9		
C-3	2.98	0.50	1.49	15	6.62	9.57	9.9	14.3		
C-4	7.19	0.50	3.60	15	6.62	9.57	23.8	34.4		
C-5	6.66	0.50	3.33	15	6.62	9.57	22.1	31.9		
C-6	7.24	0.50	3.62	15	6.62	9.57	24.0	34.6		
C-7	6.98	0.50	3.49	15	6.62	9.57	23.1	33.4		
C-8	4.72	0.50	2.36	15	6.62	9.57	15.6	22.6		
C-9	9.63	0.50	4.82	15	6.62	9.57	31.9	46.1		
C-10	6.27	0.50	3.14	15	6.62	9.57	20.8	30.0		

NOTE: DRAINAGE CALCULATIONS WILL BE ROUTED DURING FINAL DESIGN

CASE #: 22-01-PP

**DRAINAGE DESIGN CRITERIA**

**INTENSITY:** RAINFALL INTENSITY-DURATION-FREQUENCY CURVES FOR AREA TAKEN FROM CITY OF NEW FAIRVIEW DRAINAGE DESIGN CRITERIA (TP-40)

**STORM FREQUENCY:** 10 YEAR-ENCLOSED PIPE SYSTEM + STREET  
100 YEAR-COMBINED ENCLOSED PIPE SYSTEM +STREETS+RIGHT-OF-WAY

**TIME OF CONCENTRATION:** COMBINATION OF INLET TIME+TIME OF FLOW IN THE DRAIN

**INLET TIME:** BEING THE TIME FOR WATER TO FLOW OVER THE SURFACE OF THE GROUND TO THE STORM DRAIN INLET (ONSITE+OFFSITE, IF APPLICABLE)

**MINIMAL TIME OF CONCENTRATION:**

TYPE OF AREA	MINIMAL INLET TIME
PARKS AND OPEN AREAS	20 MINUTES
RESIDENTIAL, SINGLE FAMILY	15 MINUTES
RESIDENTIAL, MULTIFAMILY (TOWNHOMES, DUPLEXES, APARTMENTS)	10 MINUTES
INDUSTRIAL	10 MINUTES
BUSINESS	10 MINUTES
MERCANTILE DISTRICT	5 MINUTES

**30" DRAINAGE CHANNEL CROSS SECTION:**

**35" DRAINAGE CHANNEL CROSS SECTION:**

**40" DRAINAGE CHANNEL CROSS SECTION:**

**RUNOFF COMPUTATION:**

**BASIS:**  
RATIONAL METHOD  $Q = C \times I \times A$   
Q = STORM DRAINAGE DISCHARGE (cfs) AT DESIGN POINT  
C = RUNOFF COEFFICIENT  
I = DESIGN STORM INTENSITY (inches per hour)  
A = DRAINAGE AREA (acres)

**RUNOFF COEFFICIENTS:**  
0.30 - PARKS AND OPEN SPACE  
0.50 - SINGLE FAMILY RESIDENTIAL (LOTS > 0.5 ACRES)  
0.55 - SINGLE FAMILY RESIDENTIAL (LOTS < 0.5 ACRES)  
0.70 - APARTMENTS/MULTI-FAMILY  
0.70 - INDUSTRIAL & INSTITUTIONAL AREAS  
0.90 - BUSINESS AREAS (COMMERCIAL AND RETAIL)

**MANNING'S ROUGHNESS COEFFICIENT**

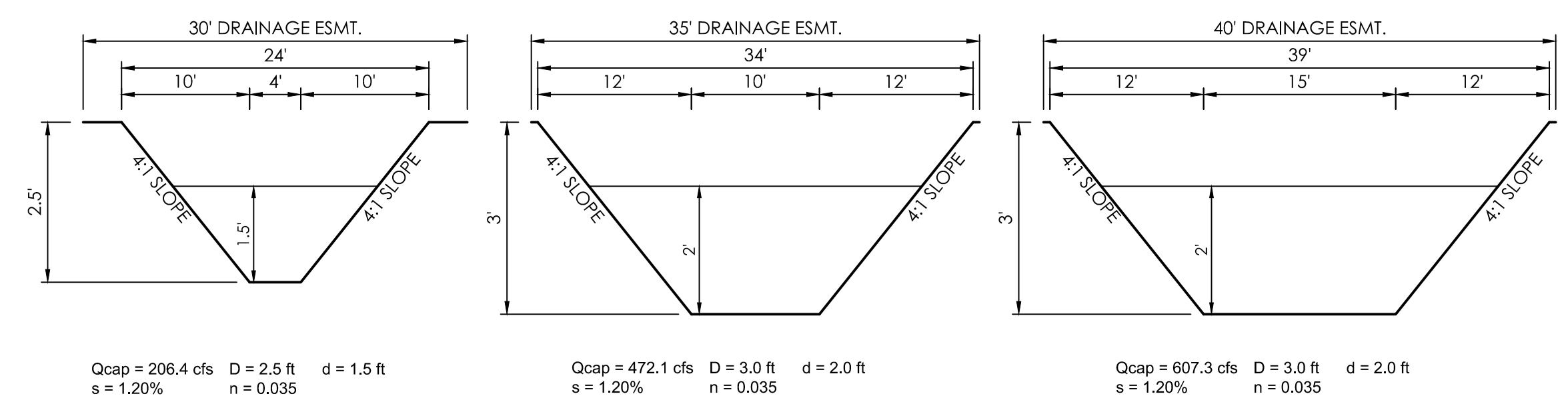
n = 0.035 EARTH CHANNELS AND DITCHES
n = 0.016 CONCRETE PAVEMENT
n = 0.013 CONCRETE PIPES
n = 0.015 CONCRETE BOXES

**ROADWAY DESIGN CRITERIA & CALCULATIONS**

**STREET CAPACITY (31" B-B, Rooftop Crown):**  
n = 0.016  
A = 10.70 S.F.  
WP = 32.01 FT.  
R = A/WP = 10.70/32.01 = 0.3343  
Q = (1.486/n) A (S)^{1/2} (R)^{2/3}  
Q = (1.486/0.016) (10.70) (S)^{1/2} (0.3343)^{2/3}  
Q = 476.93 (S)^{1/2}  
FOR S = 0.50% (min. grade)  
Q = 476.93 (0.005 ft/ft)^{1/2}  
= 33.7 cfs

**R.O.W. CAPACITY (60" R.O.W.):**  
COMPOSITE "m" = 0.016 (31.0/50) + 0.035 (19/50) = 0.023  
A = 18.39 S.F.  
WP = 51.01 FT.  
R = 18.39/51.01 = 0.3605  
Q = (1.486/0.023) (18.39) (S)^{1/2} (0.3568)^{2/3}  
Q = 601.83 (S)^{1/2}  
FOR S = 0.50% (min. grade)  
Q = 601.83 (0.005 ft/ft)^{1/2}  
= 42.6 cfs

MINIMUM CARRYING CAPACITY OF COMBINED STREET AND RIGHT-OF-WAY.



OWNER:  
**DOVE HOLLOW DEVELOPMENT, LLC**  
5950 BERKSHIRE LANE, SUITE 1250  
DALLAS, TEXAS 75225  
EMAIL: BEN@DOVEHOLLOWDEV.COM  
CONTACT: MR. BEN MCCASLIN

PREPARED BY:  
**GOODWIN AND MARSHALL INC.**  
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS  
2405 Mustang Drive, Grapevine, Texas 76051  
(817) 329-4373  
TxEng Firm # F-2944 - TxSurv Firm # 10021700

**PRELIMINARY DRAINAGE PLAN**  
FOR  
**PALOMA RANCH ESTATES, PHASE 3 & 4**  
BEING  
**195.342 ACRES**  
SITUATED IN THE  
JAMES C. JACK SURVEY, ABSTRACT NO. 679  
CITY OF NEW FAIRVIEW, DENTON COUNTY, TEXAS  
261 RESIDENTIAL LOTS, 4 NONRESIDENTIAL LOTS  
DATE JUNE, 2022



E:\10870 - Dove Hollow\Prelim\Phase 3 and 4\Sheets\10870-DA.dwg Thu Jun 02 2022 17:12

JOB NO. 10773 - WIND RIDGE PHASE - PRELIMINARY PLAN





**Joint City Council and Planning and Zoning Commission**  
**AGENDA MEMO**

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Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

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**Comprehensive Plan**

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**DESCRIPTION:**

Receive an update and hold a discussion on the Comprehensive Plan and the work done by the University of North Texas Department of Public Administration students, Ash + Lime and Antero Group.

**BACKGROUND INFORMATION:**

At the end of 2021, the City Council and Planning and Zoning Commission finished working with the Texas Rural Leadership Program on strategic planning. The next steps were to look at completing a comprehensive plan and branding guide. The City entered into a Memorandum of Understanding (MOU) with the University of North Texas Department of Public Administration' Urban Policy and Planning program (UNT), Ash + Lime, and Antero Group for the development of a Comprehensive Plan. This is a year-long project that will be completed in 2022, commencing in January and concluding in December with the presentation of the Comprehensive Plan to the City Council.

The proposed deliverables include the following:

1. Comprehensive Plan designed by UNT students, with guidance and support from Antero and ASH+LIME. Data collection and Plan content to be completed by UNT students, with guidance from Antero and ASH+LIME. The Plan will include the following elements:
  - 1 Chapter on Community History / Background
  - 1 Chapter on Planning Process
  - 5 Chapters on Specific Planning topics (Transportation, Housing, Economic Development, Public Facilities, Emergency Services and Management) that include an assessment of current conditions and community needs
  - 1 chapter on integration of the city's Unified Development Ordinance (UDO)
  - 1 chapter on Scenario Planning and Analysis



- 1 chapter on Community Branding (based on work completed by Dr. Francisco Guzman) (Antero support)
  - 1 chapter on Implementation
2. Arc GIS story map (public website), utilizing UNT ArcGIS resources, to present the analysis, and collect public feedback
  3. Community engagement and outreach events in New Fairview (4 – 5 multi-day events) (Antero will attend 4 engagement and outreach events)
  4. Updates and presentations to City Council and Elected Officials as needed (Antero to attend up to 4 council meetings during project)

The UNT students have conducted research on several aspects of the City, and have some initial findings and recommendations. They are working with the consultants on soliciting input from residents on the various elements of the plan.

The University of North Texas Public Administration Department provides a strong academic and intentionally practical education that results in meaningful career paths for undergraduates interested in degrees in urban policy and planning or nonprofit leadership studies. Graduate students can pursue an MPA in the #7 ranked program in local government management or a PhD program in public administration and management.

### **FINANCIAL CONSIDERATION:**

The cost for this service in this MOU is estimated not to exceed \$29,000. This amount does not include instructional/faculty salaries, which will be paid by UNT.

### **RECOMMENDED MOTIONS:**

None, discussion only.

### **ATTACHMENT(S):**

1. Presentation