AGENDA ITEM: 5A

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator **August 29, 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 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:

Dove Hollow Development, LLC has indicated that with the annexation of 179.779 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.

The developer has agreed to modify the development agreement from the version originally presented to Council by adding hardwood trees of three (3) inch caliper to be set on forty (40') foot on center along S. County Line road on the interior of the lot adjacent to the proposed sidewalk/trail. The width of the sidewalk trail on S. County Line Road will be ten (10') feet and modified to six (6') feet along Dove Hollow Lane.

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

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 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.

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 29th day of August, 2022, at the meeting of the City Council of New Fairview, Texas.

APPROVED:	ATTESTED:
_____	_____
John R. Taylor	Brooke Boller
Mayor	City Secretary

AGENDA ITEM: 5B

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator **August 29, 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. Additionally, the previous Development Agreement is amended to include construction of a ten (10') foot sidewalk on S. County Line Road and a six (6') foot sidewalk on Dove Hollow Lane. Three (3") inch caliper trees will be planted internal to the lot from the sidewalk, forty (40') foot on center.

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 Tayor, 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

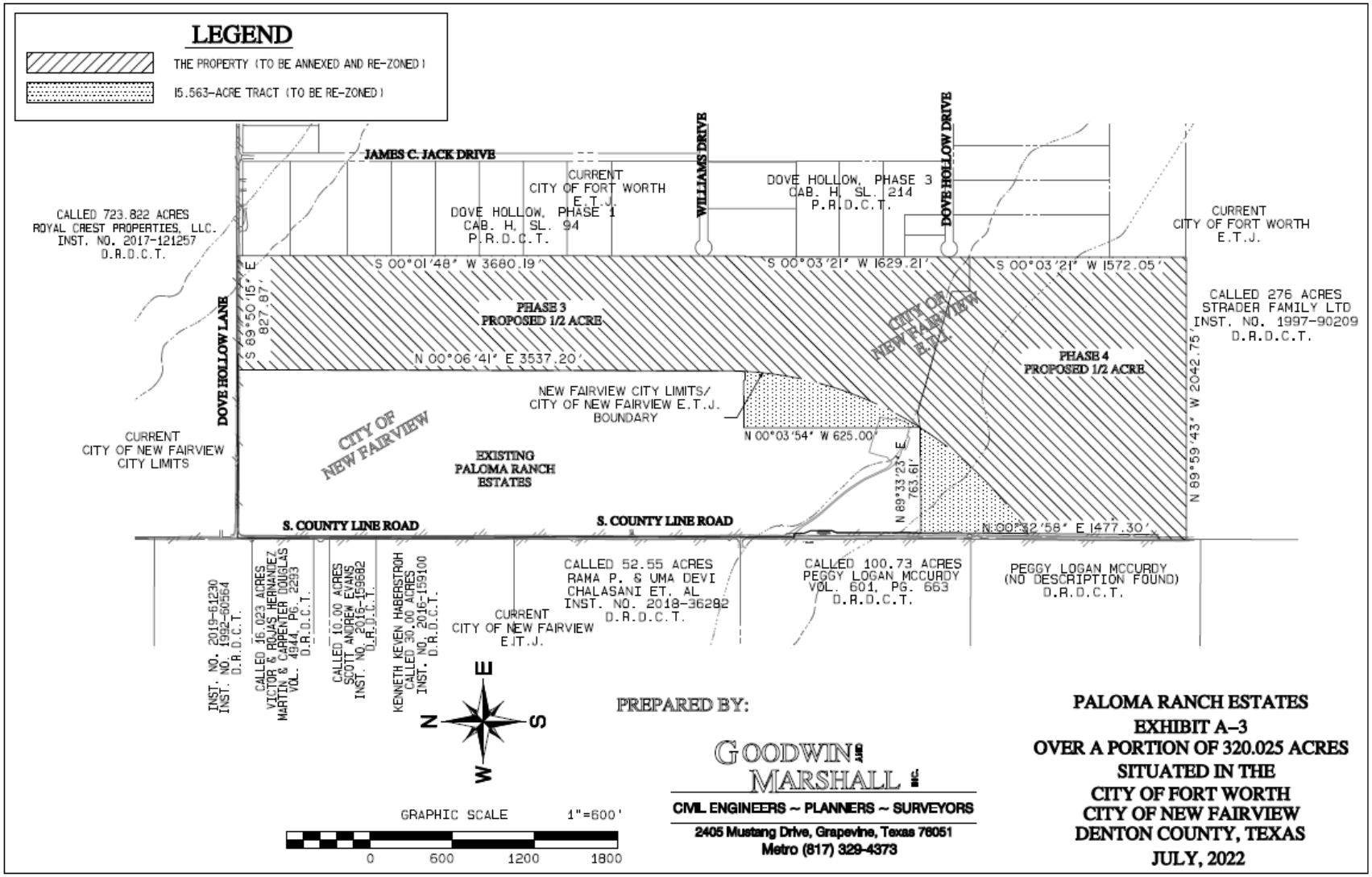


Exhibit D-1
Development Regulations for the 15.50-Acre Tract

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

May 28, 2020

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) fee 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, Texas76107 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 CHATPER 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: _____
Joe Wilson, Mayor

ATTEST:

By: _____
Monica Rodriguez, City Secretary

APPROVED AS TO FORM:

_____
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.

_____
Notary Public, State of Texas

MONICA VALDEZ RODRIGUEZ
My Notary ID # 124558683
Expires August 29, 2023

OWNER:

Dove Hollow Development, LLC,
A Texas limited liability company

By: Ben McC

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

MONICA VALDEZ RODRIGUEZ
My Notary ID # 124558683
Expires August 29, 2023

AGENDA ITEM: 5C

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator **August 29, 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: Ben McCall

Title: MANAGER

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. 2020-19757of 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 6.71feet 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 of3,201.26 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, containing7,831,152 square feet or 179.779 acres of land, more or less.

AGENDA ITEM: 5D

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator **August 29, 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";

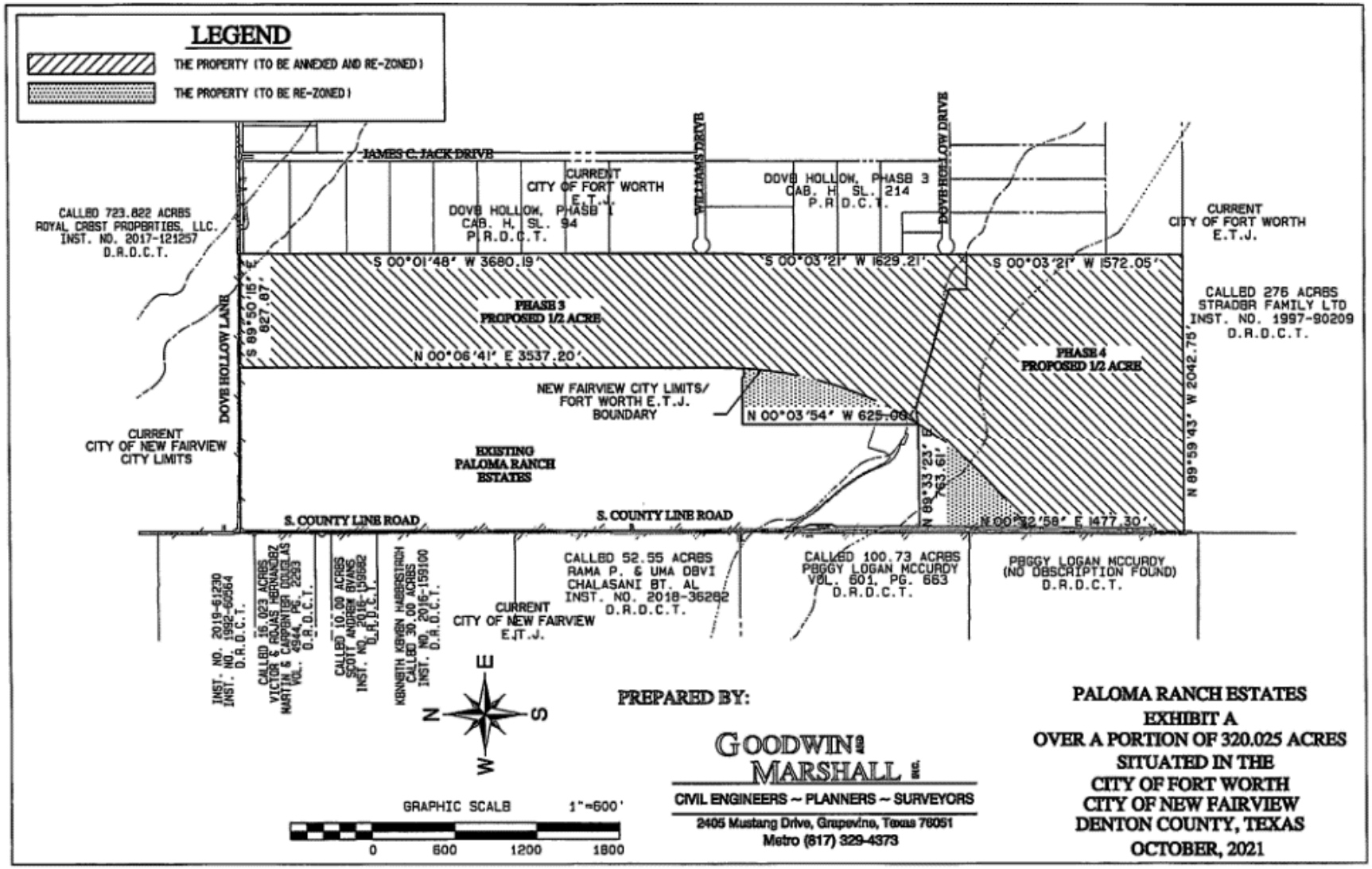
THENCE North 00 deg. 32 min. 58 sec. East along said West line and right-of-way dedication, a distance of 942.18 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which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



AGENDA ITEM: 5E

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator **August 29, 2022**

Public Hearing for the Zoning of 179.779 and 15.563 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 S. County Line Road and a six (6') foot sidewalk along Dove Hollow Lane. This is in consideration that in discussing with the developer, to add a safety element to the housing fronting on S. County Line Road, that hardwood trees at three (3") inch caliper will be planted at forty (40') foot on

center between the homes and the sidewalk. 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 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

AGENDA ITEM: 5F

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator **August 29, 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

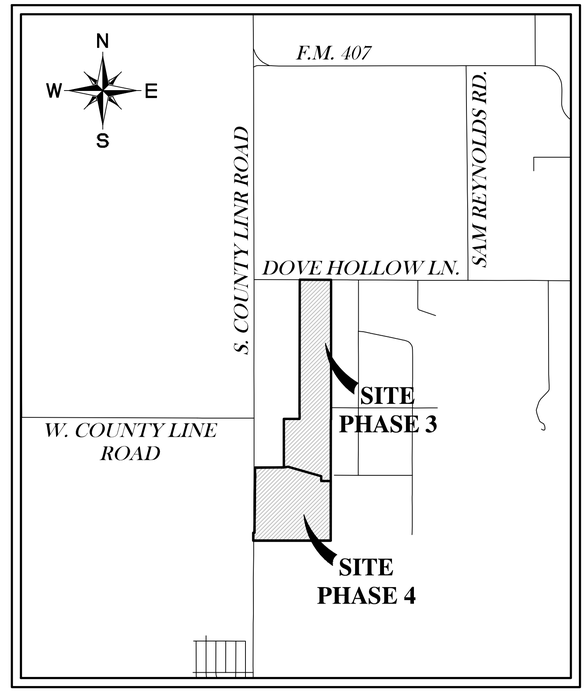
RECOMMENDED MOTIONS FOR CITY COUNCIL:

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

INDEX OF DRAWINGS

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

LOCATED IN

CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS

STATE OF TEXAS
WARREN C. RUSSELL
88628
LICENSED
PROFESSIONAL ENGINEER
6-3-22

PRELIMINARY PLAT:

REVIEWED FOR PRELIMINARY APPROVAL:

PLANNING & ZONING COMMISSION CHAIRMAN: DATE

REVIEWED FOR PREPARATION OF FINAL PLAT:

CITY ADMINISTRATOR, CITY OF NEW FAIRVIEW: DATE

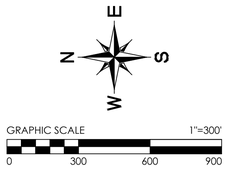
ATTESTED: CITY SECRETARY: DATE

CASE #: 22-01-PP

JUNE, 2022

E:\10870 – Dove Hollow\Prelim\Phase 3 and 4\Sheets\10870–COVER.dwg Thu Jun 02 2022 17:10

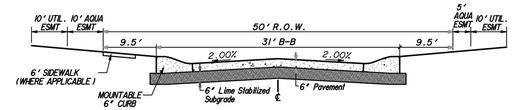
JOB NO. 10870 - PALOMA RANCH ESTATES, PHASES 3 & 4 - PRELIMINARY PLAT



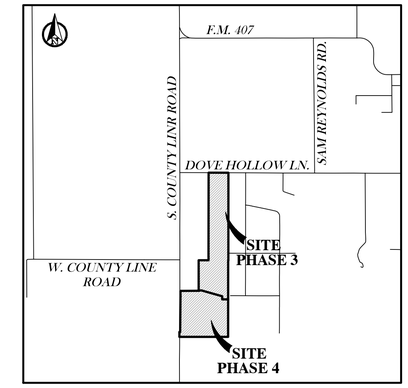
SITE DATA TABLE

	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

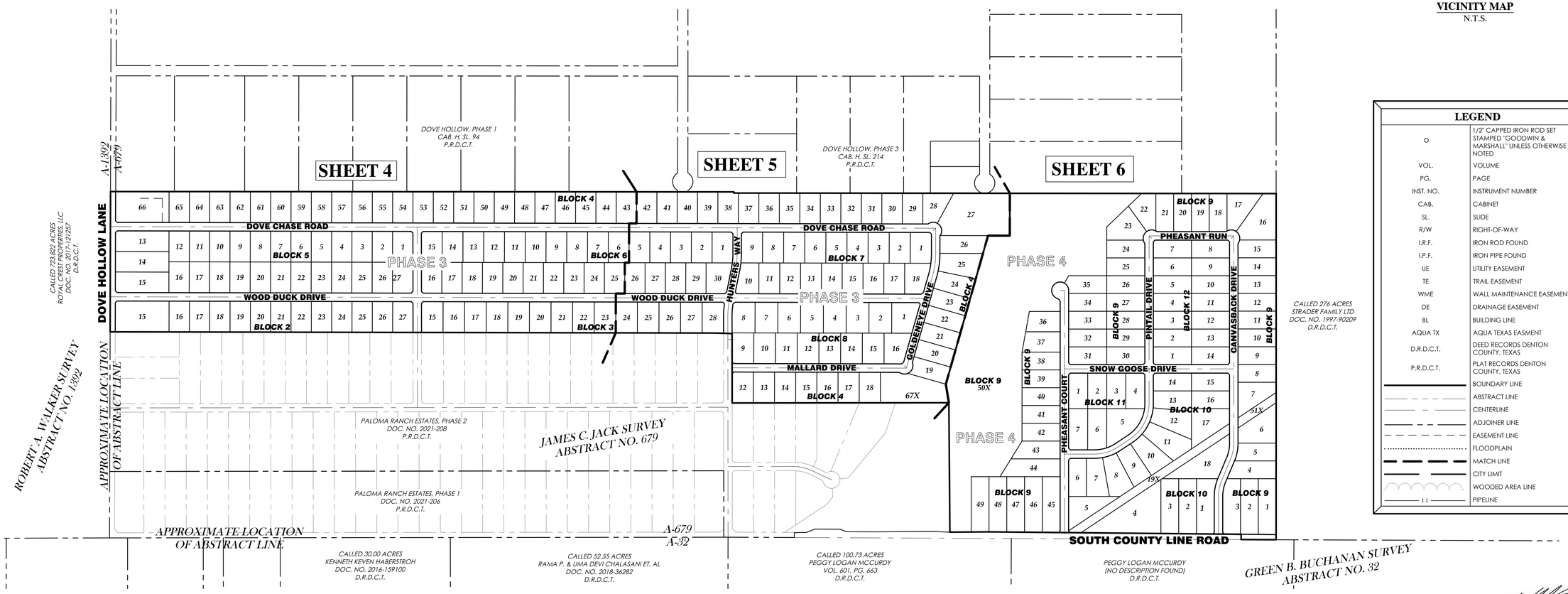
BASIS OF BEARINGS
Bearings are oriented to Texas State Plane Coordinate System, North Central Zone (4202), North American datum of 1983 as derived from GPS observation. The combined scale factor used for this is 0.999846983. This factor is to be applied to any ground coordinate or distance values in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



TYPICAL 50' ROW RESIDENTIAL STREET CROSS SECTION
N.T.S.



VICINITY MAP
N.T.S.



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

Preliminary Plat
Reviewed for preliminary approval:

Planning and zoning commission chairman — Date

Approved for preparation of final plat:

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 INC.
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

E:\10870 - Dove Hollow\COGO\PPLAT\PHASE 3&4\10870-PPLAT 3&4-SHEETS.dwg

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)
15	3	23,126	0.531
16	3	23,199	0.533
17	3	23,199	0.533
18	3	23,199	0.533
19	3	23,199	0.533
20	3	23,199	0.533
21	3	23,199	0.533
22	3	23,199	0.533
23	3	23,199	0.533
24	3	23,199	0.533
25	3	23,199	0.533
26	3	23,199	0.533
27	3	23,199	0.533
28	3	23,190	0.532

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	23,554	0.541
5	11	34,787	0.799
6	11	27,037	0.621
7	11	27,271	0.626

LOT SUMMARY TABLE

LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	12	23,575	0.541
2	12	23,625	0.542
3	12	23,625	0.542
4	12	23,625	0.542
5	12	23,625	0.542
6	12	23,625	0.542
7	12	23,575	0.541
8	12	23,575	0.541
9	12	23,625	0.542
10	12	23,625	0.542
11	12	23,625	0.542
12	12	23,625	0.542
13	12	23,625	0.542
14	12	23,575	0.541

NON-RESIDENTIAL SUMMARY TABLE ("X LOTS")

X LOT	BLOCK	AREA (Sq. Ft.)	AREA (Acres)	USAGE	MAINTENANCE RESPONSIBILITY
67X	4	61,457	1.411	U.E., D.E., O.S.,	H.O.A.
51X	9	13,518	0.310	P.L., O.S.	H.O.A.
50X	9	880,533	20.214	W.E., D.E., O.S., U.E., TRAIL	H.O.A.
19X	10	55,230	1.268	P.L., O.S., TRAIL	H.O.A.

LAND USAGE LEGEND

P.L. PIPELINE
O.S. OPEN SPACE
U.E. UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
W.E. WATER EASEMENT

MAINTENANCE LEGEND

H.O.A. HOME OWNERS ASSOCIATION

STATE OF TEXAS
WARREN C. RUSSELL
88628
LICENSED
PROFESSIONAL ENGINEER
6-3-22

CASE NO: 22-01-PP

E:\10870 - Dove Hollow\COGO\PPLAT\PHASE 3&4\10870-PPLAT 3&4-SHEETS.dwg

OWNER:

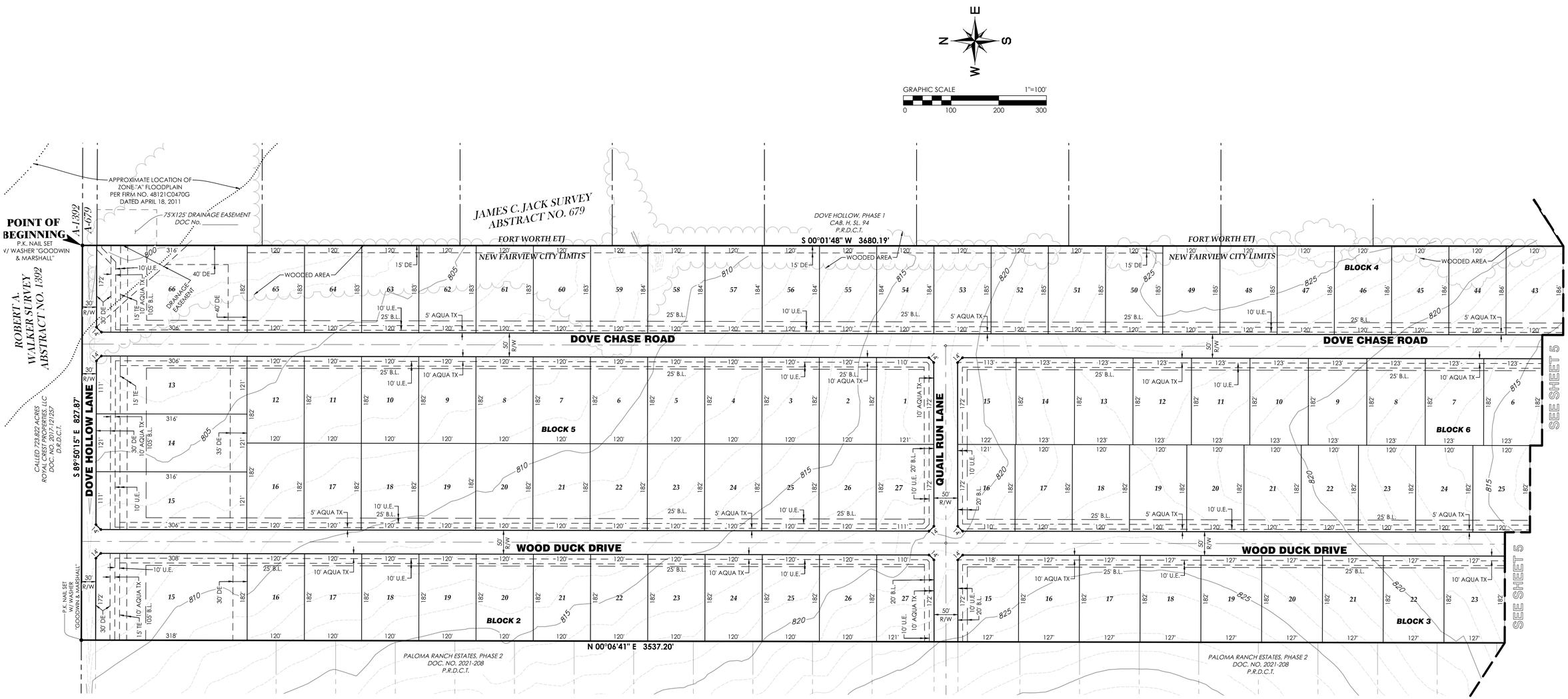
DOVE HOLLOW DEVELOPMENT, LLC
5950 BERKSHIRE LANE, SUITE 1250
DALLAS , TX 75225
EMAIL: BEN@DOVEHOLLOWDEV.COM
CONTACT: MR. BEN McCASLIN

PREPARED BY:

GOODWIN AND MARSHALL INC.
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



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
CONTACT: MR. BEN McCASLIN

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STATE OF TEXAS
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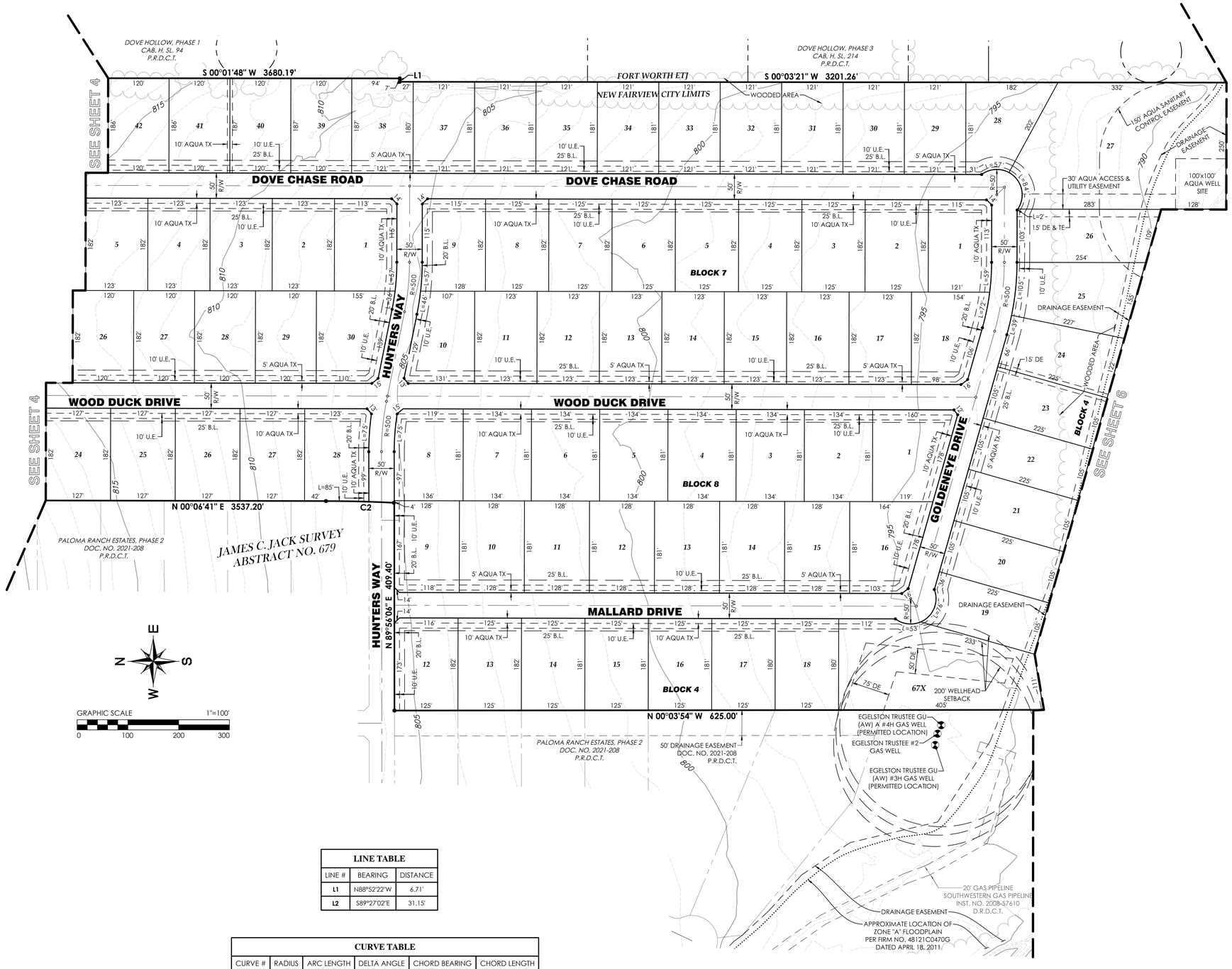

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EMAIL: BEN@DOVEHOLLOWDEV.COM
CONTACT: MR. BEN McCASLIN

PREPARED BY:

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STATE OF TEXAS
WARREN C. RUSSELL
88628
LICENSED
PROFESSIONAL ENGINEER
6-3-22

CASE NO: 22-01-PP

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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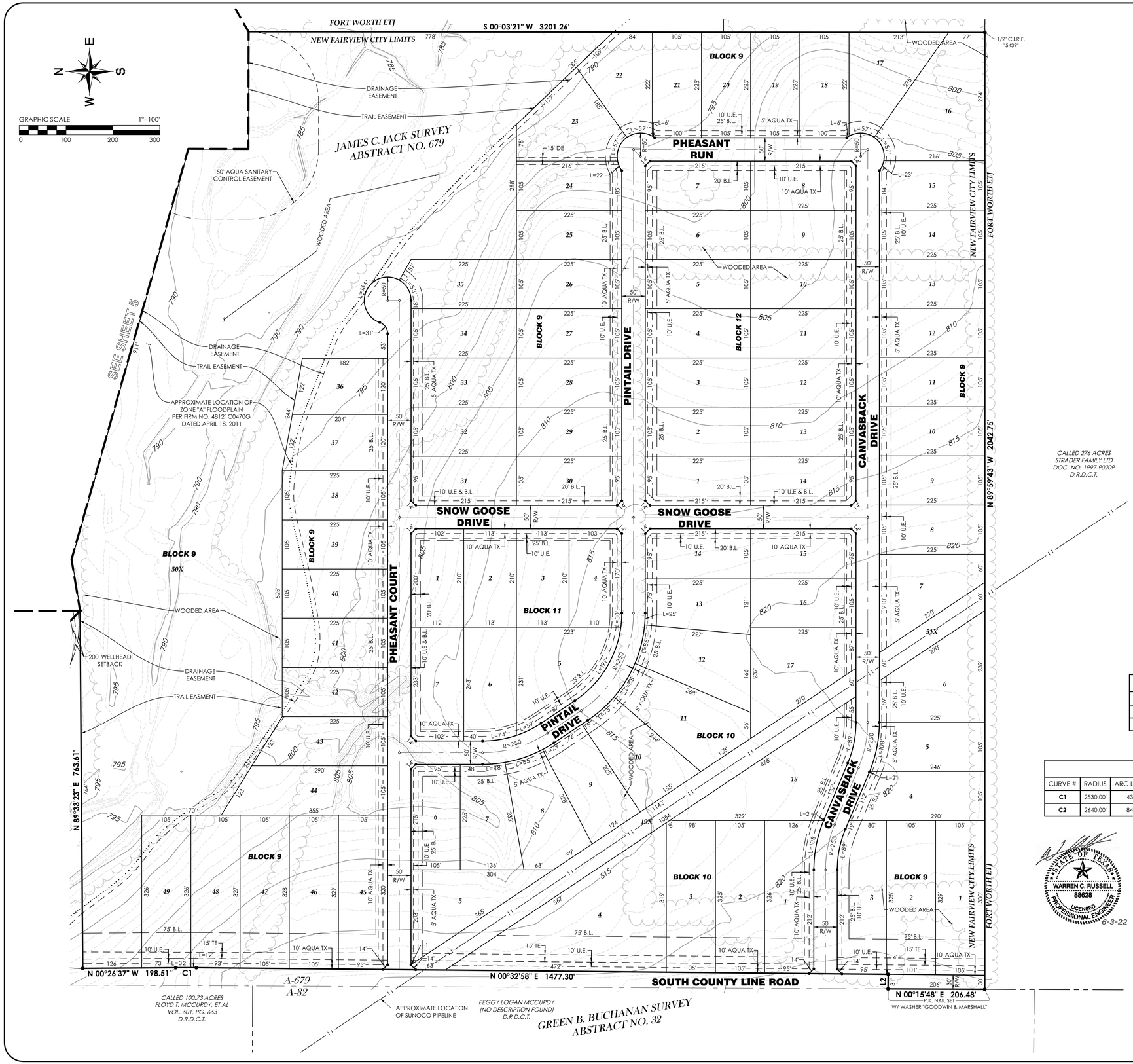

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STATE OF TEXAS
WARREN C. RUSSELL
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LICENSED PROFESSIONAL ENGINEER
6-3-22

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TxEng Firm # F-2944 -- TxSurv Firm # 10021700

CASE NO: 22-01-PP

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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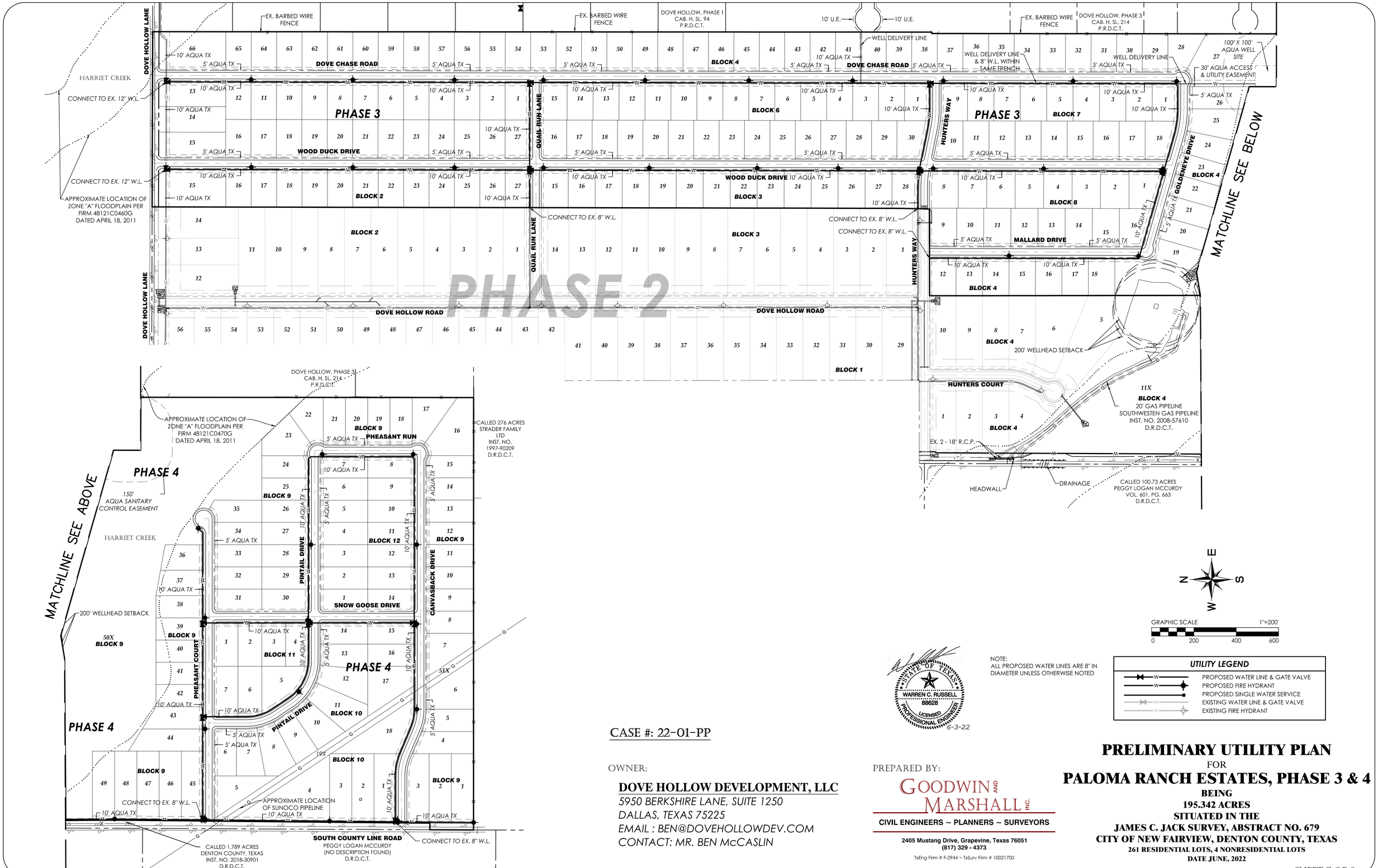

STATE OF TEXAS
WARREN C. RUSSELL
88628
LICENSED PROFESSIONAL ENGINEER
6-3-22

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

CASE #: 22-01-PP

OWNER:

DOVE HOLLOW DEVELOPMENT, LLC
5950 BERKSHIRE LANE, SUITE 1250
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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

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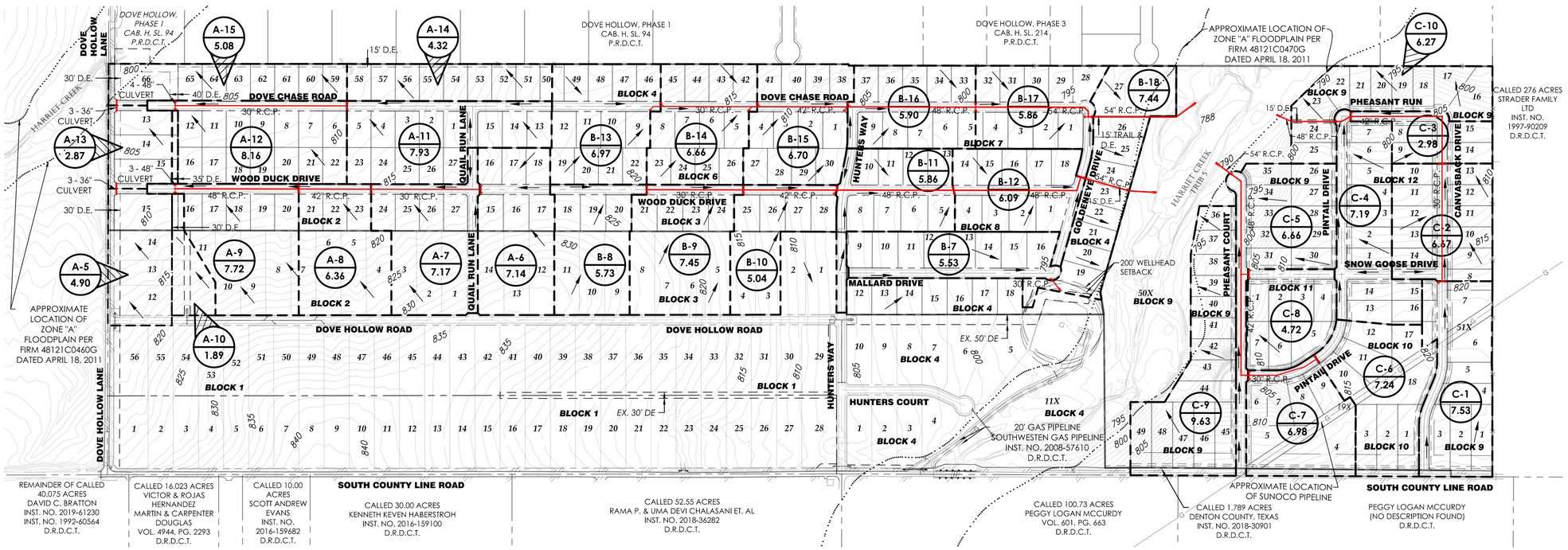
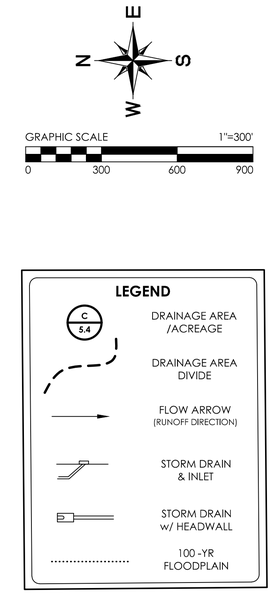
JOB NO. 10773 - WIND RIDGE PHASE 2 PRELIMINARY PLAT





HYDROLOGIC COMPUTATIONS

Drainage Area ID	Area (Ac)	C	CA	Time	10-YEAR Intensity	100-YEAR Intensity	10-YEAR Flow Rate (1) (Q) [cfs]	100-YEAR Flow Rate (1) (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

RUNOFF COMPUTATION:

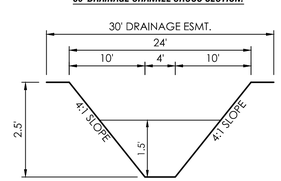
BASIS:
RATIONAL METHOD Q = C x I x A
Q = STORM DRAINAGE DISCHARGE (cfs) AT DESIGN POINT
C = RUNOFF COEFFICIENT
I = DESIGN STORM INTENSITY (inches per hour)
A = DRAINAGE AREA (acres)

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

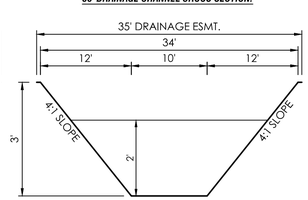
n = 0.035 EARTH CHANNELS AND DITCHES
n = 0.016 CONCRETE PAVEMENT
n = 0.013 CONCRETE PIPES
n = 0.015 CONCRETE BOXES

30' DRAINAGE CHANNEL CROSS SECTION:



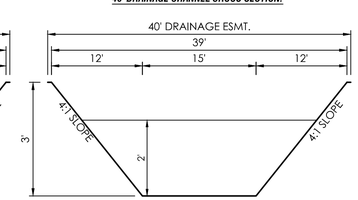
Qcap = 206.4 cfs D = 2.5 ft d = 1.5 ft
s = 1.20% n = 0.035

35' DRAINAGE CHANNEL CROSS SECTION:



Qcap = 472.1 cfs D = 3.0 ft d = 2.0 ft
s = 1.20% n = 0.035

40' DRAINAGE CHANNEL CROSS SECTION:



Qcap = 607.3 cfs D = 3.0 ft d = 2.0 ft
s = 1.20% n = 0.035

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 $(S)^{\frac{1}{2}}$
FOR S = 0.50% (min. grade)
Q = 476.93 $(0.005\ ft/ft)^{\frac{1}{2}}$
= 33.7 cfs

R.O.W. CAPACITY (50' R.O.W.):
COMPOSITE "n" = 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 $(0.005\ ft/ft)^{\frac{1}{2}}$
= 42.6 cfs

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

STATE OF TEXAS
WARREN C. RUSSELL
88628
LICENSED
PROFESSIONAL ENGINEER
6-3-22

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 2 PRELIMINARY PLAT

AGENDA ITEM: 5G

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator **August 29, 2022**

Denton Central Appraisal District 2023 Budget

DESCRIPTION:

Discuss, consider, and act on a Resolution disapproving of the Denton Central Appraisal District 2023 Budget.

BACKGROUND INFORMATION:

On August 2, 2022, the Denton County Commissioner Court passed a resolution disapproving of the 2023 Budget of the Denton Central Appraisal District (DCAD). That meeting, Denton County Judge Andy Eads delivered the following remarks.

> For several months, this Court has been critical of the operations of the Denton Central Appraisal District and sent a formal letter back in January to the Board of Directors expressing our great frustrations and lack of trust with the Denton CAD. It took over two months for them to reply.
>
> To receive the latest news that the Denton CAD was unable to meet the deadline to deliver a Certified Tax Roll to the taxing entities and instead provided us with a Certified Estimate adds to our continued disappointment with the appraisal district.
>
> More importantly, as a taxing entity, the County cannot maximize tax relief to our citizens during our current budget process if we do not have numbers that we can rely on.
>
> Our County budget process is simple compared to the school districts and the complexities of funding education in the state.
>
> Many people move to Denton County because of our great schools and we recognize the need for strong schools within our county.

It is concerning to me that the State Comptroller found that the Denton CAD failed to meet the ratio studies for several of our local school districts in tax year 2021, which can ultimately reduce funding for our schools.

From my understanding, the Denton CAD did not notify these school districts of this finding. Instead, some learned the property values were invalid from the Comptroller's Office.

In the Denton CAD's letter on July 21 to the taxing entities, the staff makes a plea to the taxing entities to approve the 2023 budget – a budget which increases by over 17%.

To increase a budget by over 17% is a clear sign that the appraisal district is out of touch with the needs of the taxing entities, especially as we face rising costs to provide services to our citizens, in addition to revenue caps imposed on us by the State Legislature.

For the past three years, the Denton County taxing entities have experienced challenges with DCAD's inability to timely and accurately certify the tax roll. This has been an alarming trend and the justification for not being able to meet the deadline is full of blame and excuses.

It is especially troubling the lack of trust in the information provided by the appraisal district. We recently reached out to the appraisal district to understand how over 24,000 properties under protests, which accounts for almost 25 percent of the total number of protests filed this season, were closed in the last week prior to sending a certified estimate to the taxing entities.

There is no doubt that many of the rank and file employees put in a lot of hard work. That is not the issue. We are all facing staffing challenges, yet we continue to do what is needed to meet the requirement. Examples include the law enforcement shortages we face in Denton County and working with other counties to house inmates to keep Denton County citizens safe or our school districts across the county facing teacher shortages yet still find ways to make sure our kids our educated.

When we face challenges, we have an opportunity to provide leadership and, sadly, leadership is lacking at Denton CAD.

While additional staffing requested in the new budget may be warranted due to Denton County's growth, lack of training among current staff is concerning. Adding an additional 18 full-time employees would not improve the situation if training, such as utilizing the software, is not addressed.

Exemptions are significantly delayed. This was publicly disclosed at the January board meeting by our Tax Assessor-Collector Michelle French, who discussed the challenges of not having exemptions applied to taxpayer accounts. At that time, exemption processing was six months behind. As I mentioned at a prior board meeting, I have taken calls from constituents who requested an exemption and it has been 9 months and still no response. Since January, very little has been done to resolve this situation.

The inability of the appraisal district to complete its work in a timely manner can have a devastating impact on our taxpayers, in particular, our elderly residents, disabled individuals and disabled veterans – all of whom will be forced to pay higher taxes without the exemptions in place. This is unacceptable.

A decision was made by the Denton CAD leadership to hire a Communications Liaison to help address "bad publicity." This clearly demonstrates a lack of prioritization when there is a significant need for additional residential appraisers to help with the protest process to meet the 95% threshold or customer service representatives to help get caught up on exemptions.

Additionally, in the recent five-year strategic plan presented at the board meeting last week, the report stated that there will be an effort to amend the 2022 budget to add 5 additional full-time employees and will utilize contingency funds in the upcoming months. Why was use of contingency funds not taken sooner to deliver a certified tax roll for this cycle?

The appraisal district has the ability to work with the taxing entities and amend the budget; however, no efforts were made during the 2022 appraisal cycle to find solutions to the continued challenges at the appraisal district.

As a taxing entity, we must know that DCAD is working efficiently and effectively before investing any more taxpayer dollars into the appraisal district.

This vote to veto the budget is also a vote of no confidence in the Denton Central Appraisal District. Denton County will not fund failure.

On August 18, 2022, Dianne Edmondson, Denton County Commissioner Precinct 4, contacted the City Administrator and asked the City of New Fairview to support Denton County and consider a resolution disapproving of the Denton Central Appraisal District 2023 Budget. The DCAD budget takes effect automatically unless it is disapproved by a majority of the taxing entities. In order to disapprove of the budget, the governing body of the taxing unit must adopt a resolution and send it to the secretary of the board within 30 days after its adoption. In this case, the deadline to disapprove of the budget and send a resolution to Denton CAD is by August 27, 2022.

FINANCIAL CONSIDERATION:

Last year DCAD charged the City $687.77 for their services. The proposed charge for the City for next fiscal year is $791.08

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution disapproving of the Denton Central Appraisal District 2023 Budget.

ATTACHMENT(S):

1. Resolution 202208-08-307

RESOLUTION

202208-08-307

RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS DISAPPROVING OF THE DENTON CENTRAL APPRAISAL DISTRICT 2023 BUDGET

WHEREAS, the City of New Fairview is a taxing entity within the Denton Central Apprisal District and relies on the Denton Central Appraisal District for appraising property within the boundaries of the city for ad valorem tax purposes; and

WHEREAS, the Denton Central Appraisal District operations are funded solely by the taxing entities served by the appraisal district, which includes the City of New Fairview; and

WHEREAS, on July 28, 2022 the Denton Central Appraisal District Board of Directors voted to approve of the 2023 Budget in the amount of $17,997,944.33, and increase of 17.45% from the current 2022 budget; and

WHEREAS, pursuant to Chapter 6 of the Texas Property Tax Code, each taxing unit has a right to adopt a resolution disapproving of the Denton Central Appraisal District budget; and

WHEREAS, the Section 6.06 (b) of the Texas Property Tax Code further states that "if governing bodies of a majority of the taxing units entitled to vote on the appointment of board members adopt resolutions disapproving a budget and file them with the Secretary of the board within 30 days after its adoption, the budget does not take effect, and the board shall adopt a new budget within 30 days of the disapproval."

NOW, THEREFORE, BE IT RESOLVED:

That the New Fairview City Council disapproves of the 2023 Budget of the Denton Central Appraisal District.

PRESENTED AND PASSED on the 29th day of August, 2022 at a Special meeting of the New Fairview City Council.

APPROVED: ATTESTED:

_____ _____

John Taylor, Mayor Brooke Boller, City Secretary